

MEMORANDUM
DEPARTMENT OF COMMUNITY DEVELOPMENT
City of Kent

Date: November 26, 2012

To: Dave Ruller, City Manager

From: Jennifer Barone, Development Engineer *JKB*

Re: Planning Commission Recommendation – Zoning Text Amendment to Section 1113

Copy: Bridget Susel, Community Development Director
Linda Jordan, Clerk of Council
Jim Silver, Law Director
Eric Fink, Assistant Law Director
file

I hereby respectfully request City Council agenda time to consider an amendment to the zoning code (Part 11 of the Codified Ordinances).

On Tuesday, November 20, 2012 the Kent Planning Commission conducted a public hearing to consider an amendment to the zoning text of Section 1113 of the Kent City Zoning Code. The amendment, initiated by the Planning Commission, is requesting to renumber section 1113.03(b)(11) to section 1113.03(b)(12) and to add section 1113.03(b)(11) requiring photographs or other digital representations of the site by included as a submission item for Planning Commission site plan review and approval.

After concluding the public hearing, the Planning Commission voted 4-0 to recommend to City Council approval of the amendment.

A copy of the proposed amendment is attached. Since this is text amendment and not an amendment to the Zoning Map, only a newspaper advertisement of City Council's public hearing is required by Chapter 1111 of the Kent Zoning Code. As such, this item will need to be scheduled for a public hearing and Land Use Committee review by Kent City Council.

**CITY OF KENT, OHIO ZONING CODE
CHAPTER 1113
SITE PLAN REVIEW**

Page 1113 - 3

(b) Site Plan: The applicant shall submit the number of sets of plans required by the Community Development Department for the proposed project showing the following items:

- (1) General Vicinity Map
- (2) Property Boundary Lines
- (3) Elevation Marks & Contours
- (4) Traffic & Circulation Plan
- (5) Adjacent Streets
- (6) Parking & Loading Plan
- (7) Landscaping Plan
- (8) Grading & Surface Drainage Plan Including Preliminary Storm Water Calculations & Description of Best Management Practices
- (9) Utilities Plan (Water and Sanitary Sewer)
- (10) Proposed Signage
- (11) Photographs or other digital representation of the site as it sits at the time of the application and a "photo-shopped" picture, artists rendering, or some other physical depiction of the premises as the applicant expects the site to appear if the site plan is adopted as requested.
- (11)(12) Any additional information requested by the Community Development Department or the Planning Commission which is deemed necessary for the review of the application. The Community Development Department may waive the need to provide one or more of the above noted information submittals for projects only requiring Minor Site Plan Review.

The Community Development Department will make the final determination as to the adequacy of the submission and may reject any submission which is determined to be incomplete.

(c) Property Owner List: The applicant shall obtain the names and addresses of property owners within 200 feet of the property lines of the property being considered. The names and addresses shall be those that appear on the County Auditor's current tax list or the County Treasurer's mailing list. Alternatively, the City may waive this requirement if the City can provide this information.


(d) Certificate of Appropriateness: In accordance with Chapter 1120 and Chapter 1121 of this Zoning Code (if and when adopted), the applicant shall provide a copy of the Certificate of Appropriateness as issued by the Architectural Review Board, when such a review is applicable. The Certificate shall be issued for the specific project and plans being presented for Minor or Major Site Plan Review.



Kent Parks & Recreation Department

497 Middlebury Road Kent, Ohio 44240 (330) 673-8897 FAX: (330) 673-8898

TO Dave Ruller, City Manager

FROM: John Idone 

DATE: December 20, 2012

RE: Crooked River Adventures Concessionaire Lease Renewal

Kent State University Adventure Center has operated a canoe/kayak livery at the John Brown Tannery for the last three seasons. Attached is a brochure highlighting 2012 Season. They have expressed interest in renewing the lease. In 2010 KSU was awarded the lease with the option to renew two additional years, 2011 and 2012.

KSU has given assurance that they are willing to modify their operations to accommodate the bridge construction and they are willing to extend the lease under the current terms and conditions. The Parks & Recreation Board has recommended that the Canoe Kayak Livery Concessionaire Lease be approved, pending final approval of City Council, for the 2013 season with the option for the city to renew annually in 2014 and 2015.

Also attached is a copy of the proposed lease.

JOHN BROWN TANNERY CANOE LIVERY LEASE

This AGREEMENT is entered into this _____, 2013 by and between KENT PARKS & RECREATION DEPARTMENT, hereinafter referred to as "Lessor", and Kent State University Crooked River Adventures, hereinafter called "Lessee".

The Lessor and the Lessee, for the consideration specified, agree as follows:

Article 1 - General

- 1.1** The Lessee shall perform the services described in the Contract Documents consisting of providing bicycle, boat shuttle, inner tube rental, kayak and canoe livery operations at John Brown Tannery Park. The Lessee shall also be permitted to sell packaged food concessions. Attached is a copy of the 2013 fees.
- 1.2** The Lessee agrees to operate the livery as outlined in the November 16, 2012 proposal.

Article 2 - Contract Term

- 2.1** Work under this Contract will commence on April 1, 2013 and ending October 31, 2013 both dates inclusive, unless earlier terminated, as hereinafter provided. The city reserves the right to extend this contract for up to two one year seasons (2014 and 2015).

Article 3 - Contract Amount

- 3.1** The Lessee shall pay rent in the amount of \$150.00 per month. The total rent due under this contract shall be \$1,050.00.
- 3.2** The Lessee shall pay the Lessor five percent (5%) of the gross sales of all items sold as part of this livery operation no later than the 15th of the following month.
- 3.3** The Lessee shall pay the Lessor \$100 per month for use of electric service. The total amount for electric service is \$700.
- 3.4** All payments shall be payable at the Kent Parks & Recreation Main Office located at 497 Middlebury Road, Kent, Ohio.
- 3.5** Any payments made after the 15th day of the following month shall accrue interest at ten percent (10%) per annum from the date it was due until the date it is paid.

Article 4 - Livery Operations

- 4.1** The Lessee shall provide upon request the Lessor with Daily Revenue Reports to include a duplicate copy of all cash register receipts of sales, on a weekly basis.
- 4.2** Lessee shall operate Livery Trips and Fee Structure as outlined in the proposal submitted on November 16, 2012 (attached hereto as Exhibit "A" and made a part hereof). Lessee shall submit any changes to this plan to Lessor prior to implementation for approval. Lessee shall submit an item and price list for any proposed concession items. Lessor reserves the right to reject any items it determines to be inappropriate for sale.

Article 5 - Use of Premises

- 5.1** The premises shall be used for livery and concession business operations by the Lessee.
- 5.2** The Lessee shall be permitted to park, at Lessee's expense and risk, a Storage Cargo Trailer. Trailer shall be removed with thirty days of expiration of this lease. Trailer shall be for the exclusive use and owned by the Lessee. Location of trailer to be determined by Kent Parks & Recreation.
- 5.3** The Lessee shall be permitted to install a temporary sign at the park entrance. Size and style of sign shall be approved by Lessor and shall be removed at the expiration of this Lease. Sign must conform to the City of Kent Sign Regulations.

Article 6 - Taxes

- 6.1** The Lessor shall be responsible for payment of all local, state, and federal taxes that are applicable as a result of the livery and concession stand operation.

Article 7 - Theft and Vandalism

- 7.1** Each party shall be responsible for their own property, and for any losses and/or damages sustained as a result of theft or vandalism.

Article 8 - Repair of Premises

- 8.1** Lessor at all times, and at its cost, shall keep and maintain the Demised Premises in a good state of repair, all to the reasonable satisfaction of Lessee, except for loss by fire or other casualty. Lessee shall not do any acts which damage the premises. If Lessee or its employees cause damage to the premises, it shall be Lessee's responsibility to repair said damage areas.

Article 9 - Insurance

- 9.1** The Lessee shall provide the City of Kent with a Certificate of Liability Insurance naming the City as an additional insured in the amount of \$1 Million per occurrence and \$2 Million aggregate and sufficient to meet the City of Kent's insurance carrier standards (attached hereto as Exhibit "B" and made a part hereof).

Article 10 - Indemnity of Lessor

- 10.1** As a public institution Lessee is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, Lessee agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of Lessee's obligation to indemnify Lessor under this Agreement, Lessee hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to Lessee's role in connection with this Agreement.

Article 11 - Compliance with Laws and Ordinances

- 11.1** Lessee shall comply with all federal, state, county, and city laws and ordinances, and rules and regulations of any duly constituted authority, affecting or respecting the Demised Premises, or the use or occupancy of same.

Article 12 – Assignment and Sub-Letting

- 12.1** Lessee shall not, except with the prior written consent of Lessor, which consent will be withheld for reasonable cause, during the terms of this Lease, or any renewal or extension hereof, assign this Lease, or its rights hereunder, or sublet all or part of the Demised Premises. In any event, Lessee shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all of the terms, covenants and conditions undertaken by Lessee.

Article 13 - Covenant of Title

- 13.1** Lessor assures Lessee that Lessor has full right and lawful authority to enter into this Lease for the term of this Lease, or any renewal or extension hereof.

Article 14 - Lessor's Right of Re-Entry

- 14.1** Lessee covenants and agrees with Lessor that any one or more of the following events shall be considered events of default as said term is used herein:
- (a) Lessee shall make assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee; or

- (b) A decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of the entry or granting thereof; or
- (c) Lessee shall vacate the Demised Premises or abandon the same during the term hereof; or
- (d) Lessee shall default in payment of rent by not delivering same for ten (10) days after due and not correcting such default within five (5) days after receipt of notice of such default in writing; or
- (e) Lessee shall default in any of the other covenants or agreements herein contained to be kept, observed and performed by Lessee, and such default shall continue twenty (20) days after notice thereof in writing to Lessee.

Upon the occurrence of one or more of such events of default, it shall be lawful for Lessor, at its election, to declare the said term ended and the said Demised Premises and the buildings and improvements then situated thereon, or part thereof, either with or without process of law, to re-enter, and eject Lessee and all persons occupying the same under it and, remove and put out, and regain possession of said premises and the buildings and improvements then situated thereon and again to repossess and enjoy, without such re-entry and repossessions working a forfeiture of the rents to be paid and the covenants to be performed by Lessee during the full term of this agreement. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Lessee, other than the payment of rent as herein provided, which cannot with due diligence be cured within a period of twenty (20) days and if notice thereof in writing shall have been given to Lessee, and if Lessee, prior to the expiration of twenty (20) days from and after the giving of such notice, commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of default in such manner shall not be construed to limit or restrict the right of Lessor to declare said term ended and enforce all of its rights and remedies hereunder for any other default not so cured.

Article 15 - Holding Over

- 15.1** In the event Lessee shall continue to occupy the Demised Premises after the last day of the term hereby created, or after the last day of any renewal or extension of said term, and Lessor shall elect to accept rent thereafter, only a month-to-month tenancy shall be created.

Article 16 - Utilities and Services

16.1 There is currently no water service available at this park.

16.2 Lessor shall furnish a port-a-pot temporary restroom facility in the park during the term of this Lease.

Article 17 - Lessee's Right to Perform

17.1 If Lessor fails to make repairs or do any work required by Lessor by the provisions of this Lease, or in other respect fails to perform covenants or agreements in this Lease contained on the part of Lessor to be performed, then and in such event after the continuance of such failure or default for thirty (30) days after notice in writing thereof is given by Lessee to Lessor, Lessee may cure such defaults, all on behalf of, and at the expense of, Lessor; provided, however, that Lessee shall have the right to remedy such default without notice in the event of an emergency. Lessee may further do all necessary work and make all necessary payments in connection therewith, including, but not limited to, the payment of attorneys fees, costs and charges of or in connection with legal action which may reasonable have been brought. Lessor shall pay to Lessee forthwith an amount so paid by Lessee.

Article 18 – Access to Premises

18.1 Lessor, agents, employees, officers and independent contractors of Lessor, shall have access to the Demised Premises at all reasonable times during business hours for the purpose of inspecting and maintaining same. Except in emergencies, Lessor shall give Lessee twenty-four (24) hours notice prior to entering premises to make repairs or alterations.

Article 19 – Governing Law

19.1 This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

Article 20 – Grammatical Usage

20.1 In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

Article 21 – Successors and Assigns

21.1 All warranties, covenants and agreements herein shall inure to the benefit of, and be binding upon, the heirs, devisees, executors, administrators, successors and assigns of Lessor and Lessee.

Article 22 – Entire Agreement

22.1 This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the extent permitted by law.

Article 23 – Service of Notice

23.1 Whenever under this Lease, or under any statute or ordinance, provision is made for notice of any kind, it shall be deemed a sufficient notice and service thereof if the said notice to the Lessee is in writing, addressed to the last known post office address of the Lessee or addressed to the Demised Premises and deposited in the mail. Notice to the Lessor shall be deemed sufficient notice and service thereof if the notice is sent by Certified Mail to the address where the last rental payment was made. Notice need be sent to only one Lessee where the Lessee consists of more than one person.

Article 24 – Harmony and Cooperation

24.1 It is mutually agreed that the parties will cooperate and work to provide a harmonious relationship during the tenancy of Lessee; the beginning rentals, being favorably competitive and advantageous to Lessee, represent the good faith of Lessor toward establishment of an equitable business relationship with Lessee.

Witnesses:

LESSOR:
CITY OF KENT
PARKS & RECREATION

By _____
John Idone, P & R Director
497 Middlebury Road
Kent, OH 44240

Witnesses:

LESSEE:
By _____
By _____

The National Recreation and Park Association (NRPA) once utilized the "Benefits-Based Management Approach" to help promote parks and recreation programs across the country. Similarly, there have been several readily apparent benefits to the livery operation that Kent State University has facilitated within our community. These benefits apply to residents, students, businesses, and the city itself.

Community Benefits

Crooked River Adventures has been reaching out to the community and creating working relationships, which benefit the city. The livery operation itself has created a good working relationship with Kent State University and the City Parks and Recreation Department. We have also been working with the Kent Environmental Council (KEC) and their project to enhance the Middle Cuyahoga watershed. The KEC has expressed great satisfaction with everything Crooked River Adventures has done. One of KEC's biggest goals was to enhance recreational opportunities on the river and is very happy with the way we have done so.

Economic Benefits

The operation has helped to bring more revenue for the city. With 5% of our monthly revenue plus rent going back to the Parks Department, we have helped to increase their income. Also, with the increase in activity at Tannery Park we have helped to create more business for the other operations in downtown Kent.

Environmental Benefits

Part of the safety briefing encompasses some of the Leave No Trace principals. We do this to spread the word of river stewardship. We are very passionate about the work we do and the land on which we do that work. We teach our participants the importance of not tossing trash in the river and we talk about the impact they have on the environment. Crooked River Adventure's took this passion of river stewardship a step further and put on a Cleanup the Cuyahoga River Day in September, in which we cleaned up nearly 5.5 tons of trash out of the water!

Individual Benefits

This operation has provided the community with exposure to new recreational opportunities and provided them with the resources necessary to safely participate in these activities. We have facilitated river trips for many different groups from communities all over Ohio including church groups, youth groups, schools, businesses, Boy and Girl Scout troops.

Increased Awareness and Education

All of our participants watched a video prepared by the Professional Paddle Sports Association. This briefing covers everything they need to know about boating on a river. We do this to ensure a consistent message for the safety of our participants, but as well prepare them with instruction on how to properly recreate on the river. They also receive a second briefing next to the river covering proper boat fit, hazards, and where their trip will finish. This is helping to provide the proper knowledge to safely enjoy the river, in turn limiting the amount of people misusing the river.



Season Highlights

- Participated in the 26th Cuyahoga River Day for Kent City Schools at Heritage Park on May 16, providing an informational presentation on the livery to the city firm in attendance.
- Participated in the 2012 Cuyahoga River Day at Plum Creek Park on May 18, including a "Punny Sat. War" 500 ft. event, which was one of 21 events across the state of Ohio to promote life jacket purchases and helped to break a record for the most number of life jackets worn in a single day.
- The livery participated in the City of Kent's Fourth of July Heritage Festival. Using our initiative to promote boat safety and introduce a younger generation to kayaking by letting them get in the boats to feel how they move in the water. Our staff also worked with the Kent Japanese youth club on their annual duck race, helping to make sure the local anglers that journey to safely down the river to Tannery Park.

Considerations for the Future

We hope to continue with the success of our livery operation again next season. We have already been developing some ideas to expand our operation to better serve the community. Some of these ideas and opportunities include:

- We are focusing on alternative put in locations due to the loss of access at the Kramer Ball field's bridge. Options include using the access road behind Fred Taylor Park, or transferring boat ramps to the 105th Street Road access ramp.
- We are also happy to announce that the Kent State University is in the process of hiring a new full-time employee whose responsibilities will include the management of Crooked River Adventures.

Crooked River ADVENTURES

2012 Season



Financial Statistics

Capital Expenses	
Equipment	\$5,423
Staff Shirts	\$254
2012 Capital Expenses	(\$5,672)
Fixed Expenses (Payable to Kent Parks & Recreation)	
Rent and Electric	\$1,750
5% Revenue	\$1,907
2012 Operational Expenses (Paid to KP&R)	(\$9,057)
Operational Expenses	
Van Costs	\$1,254
Livery Staff	\$22,375
2012 Overall Expenses	\$26,683
Revenue	
Personal Shuttle	\$465
Kayak Rental	\$15,525
Canoe Rental	\$8,490
Bike Rental	\$460
Tube Rental	\$725
Snacks	\$298
Misc.	\$235
2012 Revenue	\$26,139
2012 Ending Balance	
2012 Overall Expenses	-\$26,683
2012 Revenue	\$26,139
Total Overall Profit	-\$5,216

Demographics

The top five zip codes based on participation:

- Kent 19.3%
- Stow 11.7%
- Ravenna 6.4%
- Streetsboro 2.3%
- Cuyahoga Falls 2.3%



- African American
- Asian American
- White
- American Indian
- Hispanic
- Other
- No Response

Satisfaction

After each trip, participants had the opportunity to complete satisfaction surveys. Our surveys produced these results:



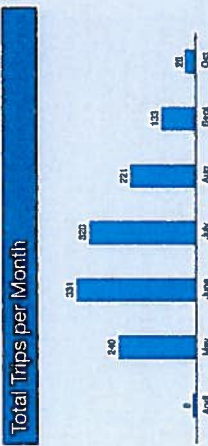
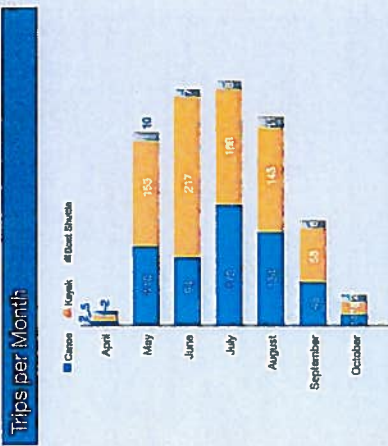
Challenges

Low water levels played a big role in the operation of Crooked River Adventures for the 2012 season. Firstly, it took a toll on the participants, making paddling more exhausting, and trips consequently lasting longer. This logistically made it difficult to have boats back to Tannery Park for the next scheduled trip. The equipment also took a lot of wear and tear. Boats needed constant welding to keep them floating and we also replaced all of our paddles for a more sturdy option.

Having the Middlebury Road river access ramp unavailable also hindered our operation. The trip was unavailable for the majority of the season due to construction machinery and materials at the site.

Seasonal Participation

The data below was collected from logs completed from April through October 2012



Boating Safety Educational Grant

The KSU Adventure Center received a 2012 Boating Safety Education Grant from the Ohio Department of Natural Resources (ODNR), Division of Watercraft for \$11,386.00 to fund the purchase of an entire new fleet of whitewater kayaks and related equipment to provide American Canoe Association river paddling skills courses on the Cuyahoga River. These boats were used for teaching paddlers basic river paddling skills to safely paddle more difficult sections of the Cuyahoga River, specifically the stretch from Brady's Leap to Tannery Park through downtown Kent.

With this grant, we educated even more paddlers about the safety and skills associated with paddling moving water on rivers. In April, we hosted one of the top kayaking instructor trainer educators in the country to conduct river kayaking instructor certification training on the Cuyahoga River right here in Kent. In addition, our Level 2: Essentials of River Kayaking course in July had 8 participants, as young as 13 and old as 72, reaching a wide audience.





CITY OF KENT, OHIO

HUMAN RESOURCES DEPARTMENT

To: Dave Ruller, City Manager
From: Liz Zorc, Human Resources Manager
Subject: Grants & Neighborhood Programs position
Date: December 17, 2012

Now that Bridget Susel has had a little time to settle into the Community Development Director position, we have discussed the direction she would like to go with her previous position in the department.

Because Bridget is planning to keep Grants administration and oversight of some of the other programs as part of her duties as Director, we will be able to downgrade her former position from Administrator to Coordinator, and lower the pay scale for the position as well.

Bridget plans to use the Coordinator more extensively with activities in support of the City's housing programs where the work load has recently increased, and the Coordinator will continue to assist with various tasks and neighborhood programs, CDBG, prevailing wage requirements, and other programs within the scope of the position.

I respectfully request Council Committee time since changing the title, job description, and pay scale will require changes in the General Compensation Plan and one change in the Position Allocation List.

Attachments 2

**CITY OF KENT GENERAL COMPENSATION PLAN
REVISIONS JANUARY 2013**

Article 1, Section 1

Change Grants & Neighborhood Programs Administrator to
Grants & Neighborhood Programs Coordinator

Article 7, Section 1

Add Grants & Neighborhood Programs Coordinator

Article 7, Section 4

Delete Grants & Neighborhood Programs Administrator

Article 8, Section 1

Add Grants & Neighborhood Programs Coordinator

Article 8, Section 7

Delete Grants & Neighborhood Programs Administrator

Article 9, Section 2

Change Grants & Neighborhood Programs Administrator to
Grants & Neighborhood Programs Coordinator

Article 10, Section 1

Add Grants & Neighborhood Programs Coordinator

Article 10, Section 5

Delete Grants & Neighborhood Programs Administrator

Article 12, Section 1

Change Grants & Neighborhood Programs Administrator to
Grants & Neighborhood Programs Coordinator

Article 18, Section 2

Delete Grants & Neighborhood Programs Administrator

Article 20, Section 1

Pay Classification IV, Mid-Management

Delete Grants & Neighborhood Programs Administrator

Article 20, Section 1

Pay Classification V, Professional

Add Grants & Neighborhood Programs Coordinator

CITY OF KENT ALLOCATION OF POSITION LIST

11/15/12

	Max.		Civil	
	No.		Service	Foot-
DEPARTMENT/Division	Auth.	Title	Status Fund or Schedule	Note

Upon written notification of an employee's intent to vacate his/her position and the Department submittal of the City employee status form, the Police Chief or the Fire Chief, with the approval of the Safety Director, is authorized to commence the normal

HEALTH

Health	1	Health Commissioner	UCM	General	2
	1	Administrative Assistant	UC	Schedule G	2
	1	Secretary	P UC	General	2
	3	Public Health Sanitarian	C	General	2

COMMUNITY DEVELOPMENT

Community Development	1	Director	UCM	General	4
	1	Grants & Neighborhood Programs Administrator - Coordinator	CM	General	4
	1	Administrative Assistant	UC	General	4
	1	Development Planner	C	General	4
	1	Economic Development Director	UCM	General	4
	1	Development Engineer	CM	General	5

Building	1	Building Services Supervisor	CM	Schedule D	
	1	Account Clerk	C	Schedule D	
	1	Code Enforcement Officer	C	General	
	5	Inspector	P C	General	



CITY OF KENT, OHIO

DEPARTMENT OF LAW

TO: KENT CITY COUNCIL, MAYOR, CITY MANAGER
FROM: JAMES R. SILVER *JRS*
DATE: DECEMBER 17, 2012
RE: NEW PARKING LOT ON ALLEY 5

Having watched the new parking lot behind Davey & Ametek on Alley 5, staff and the developer agreed to a minor modification to the parking arrangements. Originally, the parking passes issued for the lot extended from 7:00 a.m. to 6:00 p.m. on weekdays. Public parking began after 6:00 p.m. on weekdays.

Staff is recommending changing the parking pass times to end at 5:00 p.m. on weekdays. To that end, the attached lease amendment with College Town Kent, LLC needs to be approved by City Council. In addition, staff would ask that this be passed on an emergency basis to take effect as soon as possible.

There is no change to the lot being open to the public on weekends.

SECOND AMENDMENT TO LEASE OF LAND FOR PRIVATE REDEVELOPMENT

This AMENDMENT TO LEASE OF LAND FOR PRIVATE REDEVELOPMENT (the "Amendment") made and entered into as of this ____ day of _____, ____ by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio (hereinafter referred to as the "City"), and COLLEGE TOWN KENT, LLC, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, with a mailing address of 5301 Grant Avenue, Suite 100, Cleveland, Ohio 44125 (hereinafter referred to as the "Lessee"), amends the Lease of Land for Private Redevelopment dated September 6, 2011 (the "Original Lease"), between the City, as lessor, and the Lessee, a memorandum of which was recorded as Instrument Number 201115694 in the office of the Recorder of Portage County on September 6, 2011 and which Lease was amended by an Amendment to Lease of Land for Private Redevelopment dated _____, 2011 and recorded as Instrument Number _____ in the office of the Recorder of Portage County on _____ (the "First Amendment," the Original Lease, as amended by the First Amendment, hereinafter referred to as the "Lease").

WHEREAS, under the Lease the City has leased the property described in Exhibit A attached hereto to Lessee; and

WHEREAS, the City and Lessee have agreed that it is in best interests of the City in providing for adequate parking for patrons of Downtown retail businesses and office workers to increase the hours that the City's Surface Parking Lot (as defined in the Original Lease) is available for parking for other than office employees working at the Project (as defined in the Original Lease);

NOW THEREFORE, in consideration of the promises and covenants contained in this Amendment, the parties agree as follows:

Section 1. Surface Parking Lots. The third paragraph of Section 6 of the Original Lease is hereby amended to substitute 7:00 a.m. through 5:00 p.m. for the hours of 7:00 a.m. through 6:00 p.m. contained in that paragraph, so that the Surface Parking Lot will be available for parking of office employees working at the Project Monday through Friday from 7:00 a.m. through 5:00 p.m., without charge to the employees, and, thereafter, is available for parking for other Downtown users.

Section 2. Effect of this Amendment. All provisions of the Lease shall remain the same, in full force and effect, except as amended in this Amendment.

Section 3. Miscellaneous.

A. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

B. **Captions.** The captions and headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Amendment.

C. **Governing Law.** This Amendment shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

D. **No Partnership or Agency.** Nothing in this Amendment is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Amendment shall be construed to make either party liable for any of the indebtedness of the other.

E. **Real Estate Commission.** The City and the Lessee each warrant and represent to the other that neither has engaged or dealt with any real estate agent or broker in connection with the transaction contemplated by this Amendment.

IN WITNESS WHEREOF, the City of Kent has caused this Amendment to be duly executed in its behalf; and College Town Kent, LLC has caused the same to be duly executed in its behalf, on or as of the date and year first above written.

CITY OF KENT, OHIO

APPROVED AS TO FORM AND
CORRECTNESS:

By
City Manager

Law Director

LESSEE:

This Amendment
Acknowledged and Approved:

COLLEGE TOWN KENT, LLC
an Ohio limited liability company

By:
Title:
AMETEK, INC.

By: Fairmount Kent LLC
an Ohio limited liability company
Its: Managing Member

AND

By: Fairmount Properties LLC
an Ohio limited liability company
Its: Managing Member

By:
Title:
The Davey Tree Expert Co.

By
Randy Ruttenberg
Its: Authorized Member

ACKNOWLEDGMENTS

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this ____ day of _____, ____, before me, a Notary Public in and for said County and State, personally appeared David Ruller, City Manager of the City of Kent, Ohio, and acknowledged the execution of the foregoing instrument as the authorized officer of said City on behalf of said City, and that the same is his voluntary act and deed as said officer on behalf of the City and the voluntary and corporate act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public [SEAL]

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this ____ day of _____, ____, before me, a Notary Public in and for said County and State, personally appeared College Town Kent LLC, by Fairmount Kent LLC, an Ohio limited liability company, its Managing Member, by Fairmount Properties LLC, an Ohio limited liability company, its Managing Member, by Randy Ruttenberg, its authorized member and acknowledged the execution of the foregoing instrument as the duly authorized officer thereof, and that the same is his voluntary act and deed as said officer and the voluntary act and deed of the said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public [SEAL]

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of AMETEK, INC., a Delaware corporation, and acknowledged the execution of the foregoing instrument as the duly authorized officer thereof, and that the same is his voluntary act and deed as said officer and the voluntary act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL] Notary Public
My commission expires:

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

On this ____ day of _____, _____, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of The Davey Tree Expert Co., an Ohio corporation, and acknowledged the execution of the foregoing instrument as the duly authorized officer thereof, and that the same is his voluntary act and deed as said officer and the voluntary act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL] Notary Public
My commission expires:

This instrument was prepared by: Pamela I. Hanover, Esq.
Squire Sanders (US) LLP
4900 Key Tower
127 Public Square Cleveland, Ohio 44114

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year ____ under the Amendment to Lease of Land for Private Redevelopment have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Director of Budget and Finance

EXHIBIT A
THE LEASED PROPERTY

PARCEL NO. 1 (Building A)
10 R 2

SITUATED IN THE CITY OF KENT, COUNTY OF PORTAGE, STATE OF OHIO, AND KNOWN AS BEING A PART OF ORIGINAL FRANKLIN TOWNSHIP LOT 24, TOWNSHIP 3 NORTH, RANGE 9 WEST, AND A PART OF LOT 10R AS RECORDED IN PLAT BOOK 2010-26, ALSO KNOWN AS BEING A PORTION OF A PARCEL OF LAND CONVEYED TO THE CITY OF KENT OHIO AS RECORDED IN INSTRUMENT NO. 201017047 OF SAID COUNTY'S RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE FOUND AT THE SOUTHWEST CORNER OF SAID LOT 10R AND THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF S. WATER ST. (80 FEET WIDE) AND THE NORTH LIMITED ACCESS RIGHT OF WAY LINE OF HAYMAKER PARKWAY (S.R. 59, VARIABLE WIDTH) AS RECORDED IN PLAT BOOK 19, PAGE 45, SAID DRILL HOLE FOUND BEING THE TRUE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED, THENCE CLOCKWISE ALONG THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) THENCE ALONG THE EAST RIGHT OF WAY LINE OF SAID S. WATER ST., N 0° 17' 19" W FOR A DISTANCE OF 220.07 FEET TO A MAG NAIL FOUND ON THE SOUTH RIGHT OF WAY LINE OF ALLEY NO.5 (20 FEET WIDE);
- 2) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N 89° 35' 08" E FOR A DISTANCE OF 100.80 FEET TO A POINT;
- 3) THENCE S 0° 24' 52" E FOR A DISTANCE OF 175.34 FEET TO A POINT;
- 4) THENCE N 89° 35' 08" E FOR A DISTANCE OF 44.50 FEET TO A POINT;
- 5) THENCE S 0° 24' 52" E FOR A DISTANCE OF 38.54 FEET TO A POINT ON THE NORTH LIMITED ACCESS RIGHT OF WAY LINE OF SAID HAYMAKER PARKWAY AND THE SOUTH LINE OF SAID LOT 10R;
- 6) THENCE ALONG SAID NORTH LIMITED ACCESS RIGHT OF WAY LINE AND SAID SOUTH LINE OF LOT 10R, S 76° 20' 06" W FOR A DISTANCE OF 26.49 FEET TO A 5/8 INCH REBAR WITH CAP "GPD" FOUND;
- 7) THENCE CONTINUING ALONG SAID NORTH LIMITED ACCESS RIGHT OF WAY LINE AND SAID SOUTH LINE LOT 10R, S 89° 31' 57" W FOR A DISTANCE OF 120.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 0.5541 ACRES (24,138 SQ. FT.) OF LAND, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD AS SURVEYED UNDER THE SUPERVISION OF JAMES E. KARING, P.S. NUMBER 7539, FOR GLAUS, PYLE, SCHOMER, BURNS & DEHAVEN, INC., DBA GPD GROUP, IN JULY OF 2011.

BASIS OF BEARING IS STATE PLANE GRID NORTH, NAD 83(1983), OHIO NORTH ZONE.

TIED TO CITY OF KENT SURVEY CONTROL POINTS "FR-24-01", "FR-32-02", "FR-30-01" & "FR-25-01".

**PARCEL NO. 2 (Building B)
10 R 1**

SITUATED IN THE CITY OF KENT, COUNTY OF PORTAGE, STATE OF OHIO, AND KNOWN AS BEING A PART OF ORIGINAL FRANKLIN TOWNSHIP LOT 24, TOWNSHIP 3 NORTH, RANGE 9 WEST, AND A PART OF LOT 10R AS RECORDED IN PLAT BOOK 2010-26, ALSO KNOWN AS BEING A PORTION OF A PARCEL OF LAND CONVEYED TO THE CITY OF KENT OHIO AS RECORDED IN INSTRUMENT NO. 201017047 OF SAID COUNTY'S RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR WITH CAP "GPD" FOUND AT THE NORTHWEST CORNER OF SAID LOT 10R AND THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF S. WATER ST. (80 FEET WIDE) AND THE SOUTH RIGHT OF WAY LINE OF ERIE ST. (80 FEET WIDE), SAID REBAR FOUND BEING THE TRUE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED, THENCE CLOCKWISE ALONG THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) THENCE ALONG THE NORTH LINE OF SAID LOT 10R AND THE SOUTH RIGHT OF WAY LINE OF SAID ERIE ST., N 89° 35' 08" E FOR A DISTANCE OF 287.51 FEET TO A POINT;
- 2) THENCE S 0° 24' 52" E FOR A DISTANCE OF 140.05 FEET TO A POINT;
- 3) THENCE S 89° 35' 08" W FOR A DISTANCE OF 41.32 FEET TO A POINT;
- 4) THENCE N 0° 24' 52" W FOR A DISTANCE OF 19.50 FEET TO A POINT;
- 5) THENCE S 89° 35' 08" W FOR A DISTANCE OF 46.46 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE EAST OHIO GAS COMPANY AS RECORDED IN DEED BOOK 364, PAGE 528;
- 6) THENCE ALONG THE EAST LINE OF SAID EAST OHIO GAS COMPANY, N 0° 17' 19" W FOR A DISTANCE OF 10.50 FEET TO A MAG NAIL FOUND AT THE NORTHEAST CORNER OF SAID EAST OHIO GAS COMPANY;
- 7) THENCE ALONG THE NORTH LINE OF SAID EAST OHIO GAS COMPANY, S 89° 35' 08" W FOR A DISTANCE OF 20.00 FEET TO A MAG NAIL FOUND AT THE NORTHWEST CORNER OF SAID EAST OHIO GAS COMPANY;
- 8) THENCE ALONG THE WEST LINE OF SAID EAST OHIO GAS COMPANY, S 0° 17' 19" E FOR A DISTANCE OF 10.50 FEET TO A POINT;
- 9) THENCE S 89° 35' 08" W FOR A DISTANCE OF 28.68 FEET TO A POINT;
- 10) THENCE S 0° 24' 52" E FOR A DISTANCE OF 19.50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ALLEY NO.5 (20 FEET WIDE);
- 11) THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S 89° 35' 08" W FOR A DISTANCE OF 151.36

FEET TO A DRILL HOLE FOUND AT A CORNER OF SAID LOT 10R AND ON THE EAST RIGHT OF WAY LINE OF SAID S. WATER ST.;

12) THENCE ALONG THE WEST LINE OF SAID LOT 10R AND SAID EAST RIGHT OF WAY LINE, N 0° 17' 19" W FOR A DISTANCE OF 140.05 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 0.8775 ACRES (38,223 SQ. FT.) OF LAND, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD AS SURVEYED UNDER THE SUPERVISION OF JAMES E. KARING, P.S. NUMBER 7539, FOR GLAUS, PYLE, SCHOMER, BURNS & DEHAVEN, INC., DBA GPD GROUP, IN JULY OF 2011.

BASIS OF BEARING IS STATE PLANE GRID NORTH, NAD 83(1983), OHIO NORTH ZONE. TIED TO CITY OF KENT SURVEY CONTROL POINTS "FR-24-01", "FR-32-02", "FR-30-01" & "FR-25-01".

PARCEL NO. 3 (Building C)
10 R 4

SITUATED IN THE CITY OF KENT, COUNTY OF PORTAGE, STATE OF OHIO, AND KNOWN AS BEING A PART OF ORIGINAL FRANKLIN TOWNSHIP LOT 24, TOWNSHIP 3 NORTH, RANGE 9 WEST, AND A PART OF LOTS 10R AND 20R AS RECORDED IN PLAT BOOK 2011-09, ALSO KNOWN AS BEING A PORTION OF A PARCEL OF LAND CONVEYED TO THE CITY OF KENT OHIO AS RECORDED IN INSTRUMENT NO. 201017047 AND INSTRUMENT NO. 201114376 OF SAID COUNTY'S RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE FOUND AT A NORTHEAST CORNER OF SAID LOT 10R AND THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF S. DEPEYSTER ST. (66 FEET WIDE) AND THE SOUTH RIGHT OF WAY LINE OF ERIE ST. (80 FEET WIDE), SAID DRILL HOLE FOUND BEING THE TRUE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED, THENCE CLOCKWISE ALONG THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) THENCE ALONG AN EAST LINE OF SAID LOT 10R, THE EAST LINE OF SAID LOT 20R AND THE WEST RIGHT OF WAY LINE OF SAID S. DEPEYSTER ST., S 0° 19' 16" E FOR A DISTANCE OF 140.05 FEET TO A POINT;

2) THENCE S 89° 35' 08" W FOR A DISTANCE OF 112.50 FEET TO A POINT;

3) THENCE N 0° 24' 52" W FOR A DISTANCE OF 140.05 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ERIE ST. AND THE NORTH LINE OF SAID LOT 10R;

4) THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH LINE OF SAID LOT 10R, N 89° 35' 08" E FOR A DISTANCE OF 112.73 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 0.3621 ACRES (15,772 SQ.FT.) OF LAND, MORE OR LESS, OF WHICH 0.2044 ACRES ARE CONTAINED IN P.N. 17-024-10-00-022-001 AND 0.1577 ACRES ARE CONTAINED IN P.N. 17-024-10-00-022-002, AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD AS SURVEYED UNDER THE SUPERVISION OF JAMES E. KARING, P.S. NUMBER 7539, FOR GLAUS, PYLE, SCHOMER, BURNS & DEHAVEN, INC., DBA GPD GROUP, IN JULY OF 2011.

BASIS OF BEARING IS STATE PLANE GRID NORTH, NAD 83(1983), OHIO NORTH ZONE. TIED TO CITY OF KENT SURVEY CONTROL POINTS "FR-24-01", "FR-32-02", "FR-30-01" & "FR-25-01".
APN:

PARCEL FROM FIRST AMENDMENT

10 R 3A

Situated in the City of Kent, County of Portage, State of Ohio, and known as being a part of Original Franklin Township Lot 24, Township 3 North, Range 9 West, and a part of Lot 10 R 3 as recorded in Plat Book 2011-20 of said County's records, and being further bounded and described as follows:

Commencing at a 5/8 inch rebar with cap "GPD" found at the southeast corner of said Lot 10 R 3 and the intersection of the west right of way line of S. Depeyster St. (66 feet wide) and the north right of way line of Haymaker Parkway (S.R. 59, variable width) as recorded in Plat Book 19, Page 45 and City of Kent deed, Instrument No. 201107781, thence along the west right of way line of said S. Depeyster St. and the east line of said Lot 10 R 3, N 0° 19' 16" W for a distance of 11.21 feet to a point, said point being the **TRUE PLACE OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following four (4) courses and distances:

- 1) Thence S 62° 47' 46" W for a distance of 98.63 feet to a point;
- 2) Thence N 0° 24' 52" W for a distance of 124.64 feet to a point;
- 3) Thence N 89° 35' 08" E for a distance of 88.18 feet to a point on the west right of way line of said S. Depeyster St. and the east line of said Lot 10 R 3;
- 4) Thence along said west right of way line and said east lot line, S 0° 19' 16" E for a distance of 80.18 feet the True Place of Beginning and containing 0.2071 acres (9,022 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in December of 2011.

Basis of Bearing is State Plane Grid North, NAD 83(1983), Ohio North Zone.
Tied to City of Kent survey control points "FR-24-01", "FR-32-02", "FR-30-01" & "FR-25-01".

**City of Kent
Income Tax Division**

November 30, 2012

Income Tax Receipts Comparison - RESTATED - (NET of Refunds)

Monthly Receipts

Total receipts for the month of November, 2012	\$890,325
Total receipts for the month of November, 2011	\$843,533
Total receipts for the month of November, 2010	\$880,655

Year-to-date Receipts and Percent of Total Annual Receipts Collected

	<u>Year-to-date Actual</u>	<u>Percent of Annual</u>
Total receipts January 1 through November 30, 2012	\$10,730,653	98.45%
Total receipts January 1 through November 30, 2011	\$9,876,985	92.21%
Total receipts January 1 through November 30, 2010	\$9,548,117	91.34%

Year-to-date Receipts Through November 30, 2012 - Budget vs. Actual

<u>Year</u>	<u>Annual Budgeted Receipts</u>	<u>Revised Budgeted Receipts</u>	<u>Year-to-date Actual Receipts</u>	<u>Percent Collected</u>	<u>Percent Remaining</u>
2012	\$ 10,900,000	\$ 10,900,000	\$10,730,653	98.45%	1.55%

Comparisons of Total Annual Receipts for Previous Six Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change From Prior Year</u>
2006	\$ 10,151,202	-0.36%
2007	\$ 10,540,992	3.84%
2008	\$ 10,712,803	1.63%
2009	\$ 10,482,215	-2.15%
2010	\$ 10,453,032	-0.28%
2011	\$ 10,711,766	2.48%

Submitted by David A. Coffey, Director of Budget and Finance

2012 CITY OF KENT, OHIO
Comparison of Income Tax Receipts
as of Month Ended November 30, 2012

Month	Monthly Receipts			Comparisons	
	2010	2011	2012	Amount	Percent Change
January	\$ 952,296	\$ 1,026,357	\$ 1,085,253	\$ 58,896	5.74%
February	785,233	788,986	806,227	17,241	2.19%
March	809,613	823,680	860,826	37,146	4.51%
April	1,026,687	1,057,137	1,239,488	182,351	17.25%
May	877,364	1,006,438	972,050	(34,388)	-3.42%
June	798,635	844,726	915,138	70,412	8.34%
July	828,960	848,105	961,433	113,328	13.36%
August	865,224	873,559	942,880	69,321	7.94%
September	762,176	825,343	980,892	155,549	18.85%
October	961,274	939,121	1,076,141	137,019	14.59%
November	880,655	843,533	890,325	46,793	5.55%
December	904,915	834,781			
Totals	\$ 10,453,032	\$ 10,711,766	\$ 10,730,653		

Month	Year-to-Date Receipts			Comparisons	
	2010	2011	2012	Amount	Percent Change
January	\$ 952,296	\$ 1,026,357	\$ 1,085,253	\$ 58,896	5.74%
February	1,737,529	1,815,343	1,891,480	76,137	4.19%
March	2,547,142	2,639,023	2,752,306	113,284	4.29%
April	3,573,829	3,696,160	3,991,794	295,635	8.00%
May	4,451,193	4,702,598	4,963,844	261,246	5.56%
June	5,249,828	5,547,324	5,878,982	331,658	5.98%
July	6,078,788	6,395,429	6,840,415	444,986	6.96%
August	6,944,012	7,268,988	7,783,295	514,307	7.08%
September	7,706,188	8,094,331	8,764,187	669,856	8.28%
October	8,667,462	9,033,453	9,840,328	806,875	8.93%
November	9,548,117	9,876,985	10,730,653	853,668	8.64%
December	10,453,032	10,711,766			
Totals	\$ 10,453,032	\$ 10,711,766			

2012 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended November 30, 2012

Monthly Receipts				Comparisons	
Month	2010	2011	2012	Amount	Percent Change
January	\$ 422,779	\$ 406,862	\$ 403,606	\$ (3,256)	-0.80%
February	328,502	336,710	335,895	(815)	-0.24%
March	349,936	362,390	360,114	(2,276)	-0.63%
April	350,591	357,231	362,957	5,727	1.60%
May	348,819	354,925	360,026	5,101	1.44%
June	345,261	349,038	362,330	13,293	3.81%
July	334,650	337,910	379,316	41,406	12.25%
August	381,241	370,933	359,550	(11,382)	-3.07%
September	291,775	298,038	328,283	30,245	10.15%
October	370,956	352,815	376,474	23,659	6.71%
November	370,551	358,685	384,179	25,494	7.11%
December	372,404	360,837			
Totals	\$ 4,267,465	\$ 4,246,372	\$ 4,012,731		

Year-to-Date Receipts				Comparisons	
Month	2010	2011	2012	Amount	Percent Change
January	\$ 422,779	\$ 406,862	\$ 403,606	\$ (3,256)	-0.80%
February	751,281	743,572	739,501	(4,071)	-0.55%
March	1,101,217	1,105,962	1,099,615	(6,347)	-0.57%
April	1,451,808	1,463,193	1,462,573	(620)	-0.04%
May	1,800,627	1,818,117	1,822,598	4,481	0.25%
June	2,145,888	2,167,155	2,184,929	17,774	0.82%
July	2,480,538	2,505,065	2,564,245	59,180	2.36%
August	2,861,779	2,875,997	2,923,795	47,798	1.66%
September	3,153,554	3,174,035	3,252,078	78,042	2.46%
October	3,524,510	3,526,851	3,628,552	101,701	2.88%
November	3,895,061	3,885,535	4,012,731	127,195	3.27%
December	4,267,465	4,246,372			
Totals	\$ 4,267,465	\$ 4,246,372			

2012 CITY OF KENT, OHIO
Comparison of Income Tax Receipts from Kent State University
as of Month Ended November 30, 2012

Comparisons of Total Annual Receipts for Previous Six Years

<u>Year</u>	<u>Total Receipts</u>	<u>Percent Change</u>
2006	\$ 3,542,080	2.59%
2007	\$ 3,707,931	4.68%
2008	\$ 3,919,539	5.71%
2009	\$ 4,090,788	4.37%
2010	\$ 4,267,465	4.32%
2011	\$ 4,246,372	-0.49%