

STATE BOARD OF ACCOUNTS
302 West Washington Street
Room E418
INDIANAPOLIS, INDIANA 46204-2769

ANNUAL FINANCIAL REPORT

2010

CITY OF COLUMBUS

BARTHOLOMEW COUNTY, INDIANA



FILED
07/11/2011

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
Schedule of Officials	2
Independent Auditor's Report on Financial Statements and Supplementary Schedule of Expenditures of Federal Awards.....	3-4
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards	5-6
Financial Statement(s): Statement(s) of Receipts, Disbursements, and Cash and Investment Balances – Regulatory Basis	8-9
Notes to Financial Statement(s).....	10-15
Supplementary Information: Combining Schedule(s) of Receipts, Disbursements, and Cash and Investment Balances – Regulatory Basis	18-32
Schedule of Capital Assets.....	33
Schedule of Long-Term Debt	34
Audit Result(s) and Comment(s): Appropriations.....	35
Parking Garage Lease.....	35-37
Supplemental Audit of Federal Awards: Independent Auditor's Report on Compliance With Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance With OMB Circular A-133.....	40-41
Schedule of Expenditures of Federal Awards	42
Note(s) to Schedule of Expenditures of Federal Awards	43
Schedule of Findings and Questioned Costs	44-45
Auditee Prepared Schedule(s): Summary Schedule of Prior Audit Findings	46
Corrective Action Plan.....	47
Exit Conference.....	48
Official Response	49-72

SCHEDULE OF OFFICIALS

<u>Office</u>	<u>Official</u>	<u>Term</u>
Clerk-Treasurer	Brenda Sullivan	01-01-08 to 12-31-11
Mayor	Fred L. Armstrong	01-01-08 to 12-31-11
President of the Board of Public Works and Safety	Fred L. Armstrong	01-01-10 to 12-31-11
President of the Common Council	Ann G. DeVore Jesse Brand	01-01-10 to 12-31-10 01-01-11 to 12-31-11
Utility Business Manager	Dale Langferman	01-01-10 to 12-31-11
Airport Manager	Rod R. Blaisdel	01-01-10 to 12-31-11



STATE OF INDIANA
AN EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF ACCOUNTS
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INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS
AND SUPPLEMENTARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

TO: THE OFFICIALS OF THE CITY OF COLUMBUS, BARTHOLOMEW COUNTY, INDIANA

We have audited the accompanying financial statement of the City of Columbus (City), for the year ended December 31, 2010. The financial statement is the responsibility of the City's management. Our responsibility is to express opinions on the financial statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the City prepares its financial statement on the prescribed basis of accounting that demonstrates compliance with the reporting requirements established by the State Board of Accounts as allowed by state statute (IC 5-11-1-6), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position and results of operations of the City for the year ended December 31, 2010, on the basis of accounting described in Note 1.

In accordance with Government Auditing Standards, we have also issued a report dated June 6, 2011, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on City's financial statement. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is not a required part of the financial statement. Such information has been subjected to the auditing procedures applied in the audit of the financial statement and, in our opinion, is fairly stated, in all material respects, in relation to the financial statement taken as a whole.

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS
AND SUPPLEMENTARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
(Continued)

Our audit was conducted for the purpose of forming an opinion on the City's financial statement. The Combining Schedule(s) of Receipts, Disbursements, and Cash and Investment Balances – Regulatory Basis, Schedule of Capital Assets, and Schedule of Long-Term Debt are presented for additional analysis and are not required parts of the financial statement. The Combining Schedule(s) of Receipts, Disbursements, and Cash and Investment Balances – Regulatory Basis, Schedule of Capital Assets, and Schedule of Long-Term Debt have not been subjected to the auditing procedures applied by us in the audit of the financial statement and, accordingly, we express no opinion on them.

The City's response to the Audit Result(s) and Comment(s) identified in our audit is described in the accompanying section of the report entitled Official Response. We did not audit the City's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the City's management, the Common Council, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. In accordance with Indiana Code 5-11-5-1, this report is a part of the public records of the State Board of Accounts and of the office examined.

STATE BOARD OF ACCOUNTS

June 6, 2011



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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

TO: THE OFFICIALS OF THE CITY OF COLUMBUS, BARTHOLOMEW COUNTY, INDIANA

We have audited the financial statement of the City of Columbus (City), for the year ended December 31, 2010, and have issued our report thereon dated June 6, 2011. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statement will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS
(Continued)

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

The City's response to the findings identified in our audit is described in the accompanying section of the report entitled Official Response. We did not audit the City's response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the City's management, the Common Council, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. In accordance with Indiana Code 5-11-5-1, this report is a part of the public records of the State Board of Accounts and of the office examined.

STATE BOARD OF ACCOUNTS

June 6, 2011

FINANCIAL STATEMENT(S)

CITY OF COLUMBUS
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -
REGULATORY BASIS
For The Year Ended December 31, 2010

	Cash and Investments 01-01-10	Receipts	Disbursements	Cash and Investments 12-31-10
General Fund	\$ 4,433,610	\$ 28,220,235	\$ 26,722,837	\$ 5,931,008
Motor Vehicle Highways	377,478	1,724,108	1,407,309	694,277
Local Road & Street Fund	538,040	420,960	334,623	624,377
Aviation Gen. Operation	1,673,715	1,208,457	1,142,964	1,739,208
Thoroughfare	2,299,890	1,962,549	2,583,596	1,678,843
Park and Recreation Non-Reverting	363,861	1,896,755	1,384,391	876,225
Donations Fund	126,887	34,306	34,158	127,035
Columbus Redevelopment	48,386	19,876	65,545	2,717
Law Enforcement Block Grant Crime Prevention	9	-	-	9
Millrace Center/Transit Building	3,067,394	3,462,904	5,278,582	1,251,716
Community Development Special Projects	342	-	-	342
Community Development Special Program	206,548	100,518	274,066	33,000
Community Development Block Grant Entitlement	2,801	313,891	326,043	(9,351)
Community Development Ethnic Expo	23,332	65,145	45,422	43,055
Community Development Garden Plots	4,038	1,450	1,283	4,205
Community Development Mayor's Breakfast	1,739	-	-	1,739
Community Development Block Grant Local Match	-	196,384	196,384	-
Housing/Community Development	-	159,466	57,063	102,403
Senior Center Donations	261	-	261	-
PAAL Donations	268	-	268	-
Banner Fund	-	875	-	875
Maintenance Eastside Community Center	6,200	-	5,782	418
Mayor's 2010 Cheer Fund	-	16,645	13,743	2,902
Adopt a Brick	-	7,725	4,217	3,508
Dorel/Cherry Street Sidewalk	-	81,939	80,168	1,771
FAA Grant Fund	60,256	5,437,619	5,435,759	62,116
Police Continuing Education Fund	124,645	41,535	54,033	112,147
Riverboat Fund	606,154	246,710	600,000	252,864
Columbus Technology Fund	350,789	341,613	92,321	600,081
Outdoor Sports Center Bond	-	7,357,000	36,825	7,320,175
Park & Recreation General	1,664,642	3,646,556	3,555,316	1,755,882
Mccullough Run/Fed Park and Recreation	19,167	6,753	24,277	1,643
NSP1 Northbrook & Lincoln Central	-	527,372	639,021	(111,649)
Columbus Police Department Grants Fund	82,490	14,100	89,807	6,783
Mill Race Center-Transit Grant	-	655,589	655,589	-
Mill Race Center-EDI Grant	-	353,934	353,934	-
Commons Building Fund	7,130,338	446,156	7,224,946	351,548
Community Development Streetscape	218,502	-	49,731	168,771
Fire Alarms Systems	4,800	5,311	2,385	7,726
Fire Department Grants	220	-	-	220
Council Non-Reverting	75,270	2,231	7,802	69,699
City Hall Energy Grant	-	190,000	190,000	-
Rainy Day Fund	2,020,445	1,039,038	127,355	2,932,128
Outdoor Bonds Reserve Fund	-	820,076	-	820,076
Escrow Account Dunlap and Company	113,167	547,166	23,724	636,609
Escrow Almet, Inc.	-	40,544	-	40,544
Escrow Gibraltar Construction	-	122,472	-	122,472
Escrow HRC Roofing & Sheet Metal	-	41,476	-	41,476
Escrow Hoosier Glass Co.	-	17,501	20	17,481
Escrow Milestone Construction	-	72,647	-	72,647
Escrow Miller-EADS Co.	-	59,279	-	59,279
Escrow Nading Mechanical	-	52,533	-	52,533
CEDIT Fund	-	2,412,806	1,866,616	546,190

The notes to the financial statement(s) are an integral part of this statement.

CITY OF COLUMBUS
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES -
REGULATORY BASIS
For The Year Ended December 31, 2010
(Continued)

	Cash and Investments 01-01-10	Receipts	Disbursements	Cash and Investments 12-31-10
City Hall Grant-Escrow	-	9,887	-	9,887
FEMA Buyout	-	3,006,206	2,954,085	52,121
Police Alarms Systems	74,179	5,802	-	79,981
Columbus Police Department Assest Forfeiture Fund	31,840	29,761	-	61,601
Levy Excess Fund	-	76,142	-	76,142
TIF Money	863,898	2,238,771	2,117,637	985,032
Woodside Bond Payments	511	127,200	46,639	81,072
Water Ski Park	-	97,524	97,524	-
Human Rights Nonreverting	6,945	4,025	4,683	6,287
Transit Non-Reverting	25,000	-	-	25,000
Engineering Special Projects	72,061	-	-	72,061
Commons '09 Bond Payments	368,157	1,019,998	737,574	650,581
Parks Bond Of 2005	40,810	314,590	355,400	-
Redevelopment Bond '08	425	425	425	425
2008 Debt Fund	232,082	58,151	212,267	77,966
Cumulative Capital Development	1,149,758	792,501	1,690,282	251,977
Parks Capital Improvement Non-Reverting	46,876	9,040	-	55,916
Woodside Northwest Fund	31,952	-	-	31,952
Jackson Street Bond Premium	266,590	927,893	559,976	634,507
Cumulative Fire Fund	1,224,083	-	226,680	997,403
Storm Sewer Non-Reverting	94,952	144,446	81,877	157,521
Medic Non-Reverting	82,110	25,367	11,001	96,476
City Hall Non-Reverting	336,340	2,602	258,554	80,388
New Commons	114,902	3,000,630	1,939,594	1,175,938
Cumulative Capital Improvement	234,995	114,363	70,007	279,351
Debt '08 Bank Interest Earned	170,097	3,431	5,000	168,528
Redevelopment Bond '08 Capital Tax	-	251,991	177,300	74,691
Flex Fund	111,046	331,540	420,000	22,586
Insurance Non-Reverting	3,533,202	5,916,878	5,125,418	4,324,662
Dunn Flex Plan	845	25,218	23,182	2,881
SIHO Flex Plan	14,730	320,000	330,997	3,733
SIHO Medical Claims	122,150	4,257,898	4,266,002	114,046
Police Pension Fund	1,812,271	1,163,678	1,048,031	1,927,918
Fire Pension Fund	1,997,809	1,610,928	1,987,592	1,621,145
Payroll Fund	148,255	21,809,500	21,809,519	148,236
Wastewater Utility-Operating	5,206,369	14,560,557	14,119,853	5,647,073
Wastewater Utility-Bond and Interest	2,359,494	7,243,151	5,657,850	3,944,795
Wastewater Utility-Deprec/Improve	5,722,637	4,543,505	4,133,043	6,133,099
Wastewater Utility-Customer Deposit	137,775	52,887	41,985	148,677
Wastewater Utility-SRF #1	358,253	4,587	58,429	304,411
Wastewater Utility-SRF #2	446,453	427,780	583,758	290,475
Wastewater Utility-SRF #3	37,609,301	10,952,030	36,022,279	12,539,052
Wastewater Utility-Debt Reserve	1,106,815	3,945,233	3,294,819	1,757,229
Water Utility-Operating	3,951,778	5,877,233	7,251,849	2,577,162
Water Utility-Bond And Interest	589,042	728,430	712,772	604,700
Water Utility-Depreciation	931,202	2,668,606	2,559,592	1,040,216
Water Utility-Customer Deposit	87,619	34,547	29,538	92,628
	<u>\$ 97,361,293</u>	<u>\$ 163,127,137</u>	<u>\$ 182,011,179</u>	<u>\$ 78,477,251</u>

The notes to the financial statement(s) are an integral part of this statement.

CITY OF COLUMBUS
NOTES TO FINANCIAL STATEMENT(S)

Note 1. Summary of Significant Accounting Policies

A. Reporting Entity

The City was established under the laws of the State of Indiana. The City operates under a Council-Mayor form of government and provides some or all of the following services: public safety (police and fire), highways and streets, health and social services, culture and recreation, public improvements, planning and zoning, general administrative services, water, wastewater, electric, gas, storm water, trash, aviation, and urban redevelopment and housing.

The accompanying financial statement(s) present(s) the financial information for the City (primary government), and does not include financial information for any of the City's legally separate component units, which accounting principles generally accepted in the United States of America require to be reported with the financial information of the City (primary government).

B. Basis of Accounting

The financial statements are reported on a regulatory basis of accounting prescribed by the State Board of Accounts in accordance with state statute (IC 5-11-1-6), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Receipts are recorded when received and disbursements are recorded when paid.

The regulatory basis of accounting differs from accounting principles generally accepted in the United States of America in that receipts are recognized when received in cash, rather than when earned, and disbursements are recognized when paid, rather than when a liability is incurred.

C. Cash and Investments

Investments are stated at cost. Any changes in fair value of the investments are reported as receipts in the year of the sale of the investment.

D. Receipts

Receipts are presented in the aggregate on the face of the financial statements. The aggregate receipts may include, but are not limited to, the following sources:

Taxes which can include one or more of the following: property taxes, certified shares (local option tax), property tax replacement credit (local option tax), county option income tax, wheel tax, innkeepers tax, food and beverage tax, county economic development income tax, boat and trailer excise tax, county adjusted gross income tax, and other taxes that are set by the City.

Licenses and permits which include amounts received from businesses, occupations, or nonbusinesses that must be licensed before doing business within the government's jurisdiction or permits levied according to the benefits presumably conferred by the permit. Examples of licenses and permits include: peddler licenses, dog tax licenses, auctioneer license, building and planning permits, demolition permits, electrical permits, sign permits, and gun permits.

CITY OF COLUMBUS
NOTES TO FINANCIAL STATEMENT(S)
(Continued)

Intergovernmental receipts which include receipts from other governments in the form of operating grants, entitlements, or payments in lieu of taxes. Examples of this type of receipts include, but are not limited to: federal grants, state grants, cigarette tax distributions received from the state, motor vehicle highway distribution received from the state, local road and street distribution received from the state, financial institution tax received from the state, auto excise surtax received from the state, commercial vehicle excise tax received from the state, major moves distributions received from the state, and riverboat receipts received from the county.

Charges for services which can include, but are not limited to the following: planning commission charges, building department charges, copies of public records, copy machine charges, accident report copies, gun permit applications, 911 telephone services, recycling fees, dog pound fees, emergency medical service fees, park rental fees, swimming pool receipts, cable tv receipts, ordinance violations, fines and fees, bond forfeitures, court costs, and court receipts.

Fines and forfeits which include receipts derived from fines and penalties imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations (fines), and for the neglect of official duty and monies derived from confiscating deposits held as performance guarantees (forfeitures).

Utility fees which are comprised mostly of charges for current services.

Other receipts which include amounts received from various sources which can include, but are not limited to the following: net proceeds from borrowings; interfund loan activity; transfers authorized by statute, ordinance, resolution or court order; internal service receipts; and fiduciary receipts.

E. Disbursements

Disbursements are presented in the aggregate on the face of the financial statements. The aggregate disbursements may include, but are not limited to, the following uses:

Personal services include outflows for salaries, wages, and related employee benefits provided for all persons employed. In those units where sick leave, vacation leave, overtime compensation, and other such benefits are appropriated separately, such payments would also be included.

Supplies which include articles and commodities that are entirely consumed and materially altered when used and/or show rapid depreciation after use for a short period of time. Examples of supplies include office supplies, operating supplies, and repair and maintenance supplies.

Other services and charges which include, but are not limited to: professional services, communication and transportation, printing and advertising, insurance, utility services, repairs and maintenance, and rental charges.

Debt service principal and interest which include fixed obligations resulting from financial transactions previously entered into by the City. It includes all expenditures for the reduction of the principal and interest of the City's general obligation indebtedness.

CITY OF COLUMBUS
NOTES TO FINANCIAL STATEMENT(S)
(Continued)

Capital outlay which include all outflows for land, infrastructure, buildings, improvements, and machinery and equipment having an appreciable and calculable period of usefulness.

Utility operating expenses which include all outflows for operating the utilities.

Other disbursements which include, but are not limited to the following: interfund loan payments, loans made to other funds, internal service disbursements, and transfers out that are authorized by statute, ordinance, resolution, or court order.

F. Interfund Transfers

The City may, from time to time, transfer money from one fund to another. These transfers, if any, are included as a part of the receipts and disbursements of the affected funds and as a part of total receipts and disbursements. The transfers are used for cash flow purposes as provided by various statutory provisions.

G. Fund Accounting

Separate funds are established, maintained, and reported by the City. Each fund is used to account for money received from and used for specific sources and uses as determined by various regulations. Restrictions on some funds are set by statute while other funds are internally restricted by the City. The money accounted for in a specific fund may only be available for use for certain, legally restricted purposes. Additionally, some funds are used to account for assets held by the City in a trustee capacity as an agent of individuals, private organizations, other funds, or other governmental units and therefore the funds cannot be used for any expenditures of the unit itself.

Note 2. Budgets

The operating budget is initially prepared and approved at the local level. The fiscal officer of the City submits a proposed operating budget to the governing board for the following calendar year. The budget is advertised as required by law. Prior to adopting the budget, the governing board conducts public hearings and obtains taxpayer comments. Prior to November 1, the governing board approves the budget for the next year. The budget for funds for which property taxes are levied or highway use taxes are received is subject to final approval by the Indiana Department of Local Government Finance.

Note 3. Property Taxes

Property taxes levied are collected by the County Treasurer and are scheduled to be distributed to the City in June and December; however, situations can arise which would delay the distributions. State statute (IC 6-1.1-17-16) requires the Indiana Department of Local Government Finance to establish property tax rates and levies by February 15. These rates were based upon the preceding year's March 1 (lien date) assessed valuations adjusted for various tax credits. Taxable property is assessed at 100 percent of the true tax value (determined in accordance with rules and regulations adopted by the Indiana Department of Local Government Finance). Taxes may be paid in two equal installments which normally become delinquent if not paid by May 10 and November 10, respectively.

CITY OF COLUMBUS
NOTES TO FINANCIAL STATEMENT(S)
(Continued)

Note 4. Deposits and Investments

Deposits, made in accordance with state statute (IC 5-13), with financial institutions in the State of Indiana at year end should be entirely insured by the Federal Depository Insurance Corporation or by the Indiana Public Deposit Insurance Fund. This includes any deposit accounts issued or offered by a qualifying financial institution.

State statutes authorize the City to invest in securities including, but not limited to, federal government securities, repurchase agreements, and certain money market mutual funds. Certain other statutory restrictions apply to all investments made by local governmental units.

Note 5. Risk Management

The City may be exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; job related illnesses or injuries to employees; medical benefits to employees, retirees, and dependents; and natural disasters.

These risks can be mitigated through the purchase of insurance, establishment of a self-insurance fund, and/or participation in a risk pool. The purchase of insurance transfers the risk to an independent third party. The establishment of a self-insurance fund allows the City to set aside money for claim settlements. The self-insurance fund would be included in the financial statements. The purpose of participation in a risk pool is to provide a medium for the funding and administration of the risks. These risks may also be mitigated by the City by recording as a disbursement and replacement items purchased.

Note 6. Pension Plan(s)

A. Public Employees' Retirement Fund

Plan Description

The Indiana Public Employees' Retirement Fund (PERF) is a defined benefit pension plan. PERF is an agent multiple-employer public employee retirement system, which provides retirement benefits to plan members and beneficiaries. All full-time employees are eligible to participate in this defined benefit plan. State statutes (IC 5-10.2 and 5-10.3) govern, through the PERF Board, most requirements of the system, and give the City authority to contribute to the plan. The PERF retirement benefit consists of the pension provided by employer contributions plus an annuity provided by the member's annuity savings account. The annuity savings account consists of members' contributions, set by state statute at 3 percent of compensation, plus the interest credited to the member's account. The employer may elect to make the contributions on behalf of the member.

PERF administers the plan and issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

CITY OF COLUMBUS
NOTES TO FINANCIAL STATEMENT(S)
(Continued)

Public Employees' Retirement Fund
Harrison Building, Room 800
143 West Market Street
Indianapolis, IN 46204
Ph. (317) 233-4162

Funding Policy and Annual Pension Cost

The contribution requirements of the plan members for PERF are established by the Board of Trustees of PERF.

B. 1925 Police Officers' Pension Plan

Plan Description

The 1925 Police Officers' Pension Plan is a single-employer defined benefit pension plan. The plan is administered by the local pension board as authorized by state statute (IC 36-8-6). The plan provides retirement, disability, and death benefits to plan members and beneficiaries. The plan was established by the plan administrator, as provided by state statute. The plan administrator does not issue a publicly available financial report that includes financial statements and required supplementary information of the plan.

Funding Policy

The contribution requirements of plan members for the 1925 Police Officers' Pension Plan are established by state statute.

On Behalf Payments

The 1925 Police Officers' Pension Plan is funded by the State of Indiana through the Public Employees' Retirement Fund as provided under Indiana Code 5-10.3-11.

C. 1937 Firefighters' Pension Plan

Plan Description

The 1937 Firefighters' Pension Plan is a single-employer defined benefit pension plan. The plan is administered by the local pension board as authorized by state statute (IC 36-8-7). The plan provides retirement, disability, and death benefits to plan members and beneficiaries. The plan was established by the plan administrator, as provided by state statute. The plan administrator does not issue a publicly available financial report that includes financial statements and required supplementary information of the plan.

Funding Policy

The contribution requirements of plan members for the 1937 Firefighters' Pension Plan are established by state statute.

On Behalf Payments

The 1937 Firefighters' Pension Plan is funded by the State of Indiana through the Public Employees' Retirement Fund as provided under Indiana Code 5-10.3-11.

CITY OF COLUMBUS
NOTES TO FINANCIAL STATEMENT(S)
(Continued)

D. 1977 Police Officers' and Firefighters' Pension and Disability Fund

Plan Description

The 1977 Police Officers' and Firefighters' Pension and Disability Fund is a cost-sharing multiple-employer defined benefit pension plan administered by the Indiana Public Employees' Retirement Plan (PERF) for all police officers and firefighters hired after April 30, 1977.

State statute (IC 36-8-8) regulates the operations of the system, including benefits, vesting, and requirements for contributions by employers and by employees. Covered employees may retire at age 52 with 20 years of service. An employee with 20 years of service may leave service, but will not receive benefits until reaching age 52. The plan also provides for death and disability benefits.

PERF issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Public Employees' Retirement Fund
Harrison Building, Room 800
143 West Market Street
Indianapolis, IN 46204
Ph. (317) 233-4162

Funding Policy

The contribution requirements of plan members and the City are established by the Board of Trustees of PERF.

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SUPPLEMENTARY INFORMATION – UNAUDITED

For additional financial information, the City of Columbus's Annual Report(s) can be found on the Indiana Transparency Portal website: www.in.gov/itp/annual_reports/.

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010

	General Fund	Motor Vehicle Highways	Local Road & Street Fund	Aviation General Operation	Thoroughfare	Park and Recreation Non-Reverting	Donations Fund
Cash and investments - beginning	\$ 4,433,610	\$ 377,477	\$ 538,040	\$ 1,673,715	\$ 2,299,890	\$ 363,861	\$ 126,887
Receipts:							
Taxes	14,605,937	517,975	-	-	1,074,637	-	-
Licenses and permits	94,659	-	-	-	-	-	-
Intergovernmental	10,125,608	1,097,315	420,960	-	70,596	-	-
Charges for services	151,538	88,809	-	1,177,509	-	1,287,547	-
Fines and forfeits	1,073	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	<u>3,241,419</u>	<u>20,009</u>	<u>-</u>	<u>30,948</u>	<u>817,316</u>	<u>609,211</u>	<u>34,306</u>
Total receipts	<u>28,220,234</u>	<u>1,724,108</u>	<u>420,960</u>	<u>1,208,457</u>	<u>1,962,549</u>	<u>1,896,758</u>	<u>34,306</u>
Disbursements:							
Personal services	19,027,185	1,040,796	-	297,277	-	454,676	-
Supplies	1,734,480	172,599	-	74,348	-	246,396	-
Other services and charges	4,757,173	190,764	334,623	512,560	2,583,596	682,202	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	580,908	2,878	-	258,779	-	1,120	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	<u>623,090</u>	<u>271</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>34,158</u>
Total disbursements	<u>26,722,836</u>	<u>1,407,308</u>	<u>334,623</u>	<u>1,142,964</u>	<u>2,583,596</u>	<u>1,384,394</u>	<u>34,158</u>
Excess (deficiency) of receipts over disbursements	<u>1,497,398</u>	<u>316,800</u>	<u>86,337</u>	<u>65,493</u>	<u>(621,047)</u>	<u>512,364</u>	<u>148</u>
Cash and investments - ending	<u>\$ 5,931,008</u>	<u>\$ 694,277</u>	<u>\$ 624,377</u>	<u>\$ 1,739,208</u>	<u>\$ 1,678,843</u>	<u>\$ 876,225</u>	<u>\$ 127,035</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Columbus Redevelopment	Law Enforcement Block Grant Crime Prevention	Millrace Center/Transit Building	Community Development Special Projects	Community Development Special Program	Community Development Block Grant Entitlement	Community Development Ethnic Expo
Cash and investments - beginning	\$ 48,386	\$ 9	\$ 3,067,394	\$ 342	\$ 206,548	\$ 2,801	\$ 23,332
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	<u>19,876</u>	<u>-</u>	<u>3,462,904</u>	<u>-</u>	<u>100,518</u>	<u>313,891</u>	<u>65,145</u>
Total receipts	<u>19,876</u>	<u>-</u>	<u>3,462,904</u>	<u>-</u>	<u>100,518</u>	<u>313,891</u>	<u>65,145</u>
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	-	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	<u>65,545</u>	<u>-</u>	<u>5,278,582</u>	<u>-</u>	<u>274,066</u>	<u>326,043</u>	<u>45,422</u>
Total disbursements	<u>65,545</u>	<u>-</u>	<u>5,278,582</u>	<u>-</u>	<u>274,066</u>	<u>326,043</u>	<u>45,422</u>
Excess (deficiency) of receipts over disbursements	<u>(45,669)</u>	<u>-</u>	<u>(1,815,678)</u>	<u>-</u>	<u>(173,548)</u>	<u>(12,152)</u>	<u>19,723</u>
Cash and investments - ending	<u>\$ 2,717</u>	<u>\$ 9</u>	<u>\$ 1,251,716</u>	<u>\$ 342</u>	<u>\$ 33,000</u>	<u>\$ (9,351)</u>	<u>\$ 43,055</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Community Development Garden Plots	Community Development Mayor's Breakfast	Community Development Block Grant Local Match	Housing/ Community Development	Senior Center Donations	PAAL Donations	Banner Fund
Cash and investments - beginning	\$ 4,038	\$ 1,739	\$ -	\$ -	\$ 261	\$ 268	\$ -
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	<u>1,450</u>	<u>-</u>	<u>196,384</u>	<u>159,466</u>	<u>-</u>	<u>-</u>	<u>875</u>
Total receipts	<u>1,450</u>	<u>-</u>	<u>196,384</u>	<u>159,466</u>	<u>-</u>	<u>-</u>	<u>875</u>
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	-	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	<u>1,283</u>	<u>-</u>	<u>196,384</u>	<u>57,063</u>	<u>261</u>	<u>268</u>	<u>-</u>
Total disbursements	<u>1,283</u>	<u>-</u>	<u>196,384</u>	<u>57,063</u>	<u>261</u>	<u>268</u>	<u>-</u>
Excess (deficiency) of receipts over disbursements	<u>167</u>	<u>-</u>	<u>-</u>	<u>102,403</u>	<u>(261)</u>	<u>(268)</u>	<u>875</u>
Cash and investments - ending	<u>\$ 4,205</u>	<u>\$ 1,739</u>	<u>\$ -</u>	<u>\$ 102,403</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 875</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Maintenance Eastside Community Center	Mayor's 2010 Cheer Fund	Adopt a Brick	Dorel/Cherry Street Sidewalk	FAA Grant Fund	Police Continuing Education Fund	Riverboat Fund
Cash and investments - beginning	\$ 6,200	\$ -	\$ -	\$ -	\$ 60,256	\$ 124,645	\$ 606,154
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	17,700	-
Intergovernmental	-	-	-	-	5,437,619	-	244,433
Charges for services	-	-	-	-	-	17,940	-
Fines and forfeits	-	-	-	-	-	7,064	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	-	16,645	7,725	81,939	-	(1,169)	2,277
Total receipts	-	16,645	7,725	81,939	5,437,619	41,535	246,710
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	5,435,759	54,033	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	5,782	13,743	4,217	80,168	-	-	600,000
Total disbursements	5,782	13,743	4,217	80,168	5,435,759	54,033	600,000
Excess (deficiency) of receipts over disbursements	(5,782)	2,902	3,508	1,771	1,860	(12,498)	(353,290)
Cash and investments - ending	\$ 418	\$ 2,902	\$ 3,508	\$ 1,771	\$ 62,116	\$ 112,147	\$ 252,864

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Columbus Technology Fund	Outdoor Sports Center Bond	Park & Recreation General	Mccullough Run/Fed Park and Recreation	NSP1 Northbrook & Lincoln Central	Columbus Police Department Grants Fund	Mill Race Center- Transit Grant
Cash and investments - beginning	\$ 350,789	\$ -	\$ 1,664,641	\$ 19,167	\$ -	\$ 82,490	\$ -
Receipts:							
Taxes	-	-	3,247,553	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	-	-	213,343	-	527,372	14,100	655,589
Charges for services	339,285	-	154,754	-	-	-	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	2,328	7,357,000	30,908	6,753	-	-	-
Total receipts	341,613	7,357,000	3,646,558	6,753	527,372	14,100	655,589
Disbursements:							
Personal services	79,605	-	2,355,115	-	-	-	-
Supplies	-	-	323,207	-	-	-	-
Other services and charges	12,716	-	850,895	-	-	89,807	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	26,100	-	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	-	36,825	-	24,277	639,021	-	655,589
Total disbursements	92,321	36,825	3,555,317	24,277	639,021	89,807	655,589
Excess (deficiency) of receipts over disbursements	249,292	7,320,175	91,241	(17,524)	(111,649)	(75,707)	-
Cash and investments - ending	\$ 600,081	\$ 7,320,175	\$ 1,755,882	\$ 1,643	\$ (111,649)	\$ 6,783	\$ -

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Mill Race Center- EDI Grant	Commons Building Fund	Community Development Streetscape	Fire Alarms Systems	Fire Department Grants	Council Non-Reverting	City Hall Energy Grant
Cash and investments - beginning	\$ -	\$ 7,130,338	\$ 218,502	\$ 4,800	\$ 220	\$ 75,270	\$ -
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	353,934	-	-	-	-	-	190,000
Charges for services	-	-	-	5,250	-	-	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	-	446,156	-	61	-	2,231	-
Total receipts	<u>353,934</u>	<u>446,156</u>	<u>-</u>	<u>5,311</u>	<u>-</u>	<u>2,231</u>	<u>190,000</u>
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	49,731	-	-	7,802	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	2,385	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	353,934	7,224,946	-	-	-	-	190,000
Total disbursements	<u>353,934</u>	<u>7,224,946</u>	<u>49,731</u>	<u>2,385</u>	<u>-</u>	<u>7,802</u>	<u>190,000</u>
Excess (deficiency) of receipts over disbursements	<u>-</u>	<u>(6,778,790)</u>	<u>(49,731)</u>	<u>2,926</u>	<u>-</u>	<u>(5,571)</u>	<u>-</u>
Cash and investments - ending	<u>\$ -</u>	<u>\$ 351,548</u>	<u>\$ 168,771</u>	<u>\$ 7,726</u>	<u>\$ 220</u>	<u>\$ 69,699</u>	<u>\$ -</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Rainy Day Fund	Outdoor Bond Reserve Fund	Escrow Account Dunlap and Company	Escrow Almet, Inc.	Escrow Gibraltar Construction	Escrow HRC Roofing & Sheet Metal	Escrow Hoosier Glass Co.
Cash and investments - beginning	\$ 2,020,445	\$ -	\$ 113,167	\$ -	\$ -	\$ -	\$ -
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	1,039,038	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	-	820,076	547,166	40,544	122,472	41,476	17,501
Total receipts	<u>1,039,038</u>	<u>820,076</u>	<u>547,166</u>	<u>40,544</u>	<u>122,472</u>	<u>41,476</u>	<u>17,501</u>
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	-	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	127,355	-	23,724	-	-	-	20
Total disbursements	<u>127,355</u>	<u>-</u>	<u>23,724</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20</u>
Excess (deficiency) of receipts over disbursements	<u>911,683</u>	<u>820,076</u>	<u>523,442</u>	<u>40,544</u>	<u>122,472</u>	<u>41,476</u>	<u>17,481</u>
Cash and investments - ending	<u>\$ 2,932,128</u>	<u>\$ 820,076</u>	<u>\$ 636,609</u>	<u>\$ 40,544</u>	<u>\$ 122,472</u>	<u>\$ 41,476</u>	<u>\$ 17,481</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Escrow Milestone Construction	Escrow Miller-EADS Company	Escrow Nading Mechanical	CEDIT Fund	City Hall Grant-Escrow	FEMA Buyout	Police Alarms Systems
Cash and investments - beginning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,179
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	-	-	-	2,401,064	9,885	3,006,206	-
Charges for services	-	-	-	-	-	-	3,030
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	<u>72,647</u>	<u>59,279</u>	<u>52,533</u>	<u>11,742</u>	<u>2</u>	<u>-</u>	<u>2,772</u>
Total receipts	<u>72,647</u>	<u>59,279</u>	<u>52,533</u>	<u>2,412,806</u>	<u>9,887</u>	<u>3,006,206</u>	<u>5,802</u>
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	-	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,866,616</u>	<u>-</u>	<u>2,954,085</u>	<u>-</u>
Total disbursements	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,866,616</u>	<u>-</u>	<u>2,954,085</u>	<u>-</u>
Excess (deficiency) of receipts over disbursements	<u>72,647</u>	<u>59,279</u>	<u>52,533</u>	<u>546,190</u>	<u>9,887</u>	<u>52,121</u>	<u>5,802</u>
Cash and investments - ending	<u>\$ 72,647</u>	<u>\$ 59,279</u>	<u>\$ 52,533</u>	<u>\$ 546,190</u>	<u>\$ 9,887</u>	<u>\$ 52,121</u>	<u>\$ 79,981</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Columbus Police Department Asset Foreiture Fund	Levy Excess Fund	TIF Money	Woodside Bond Payments	Water Ski Park	Human Rights Nonreverting	Insurance Non-Reverting
Cash and investments - beginning	\$ 31,840	\$ -	\$ 863,898	\$ 511	\$ -	\$ 6,945	\$ 3,533,202
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	29,761	76,142	2,238,771	127,200	97,524	4,025	5,916,878
Total receipts	29,761	76,142	2,238,771	127,200	97,524	4,025	5,916,878
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	4,683	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	-	-	2,117,637	46,639	97,524	-	5,125,418
Total disbursements	-	-	2,117,637	46,639	97,524	4,683	5,125,418
Excess (deficiency) of receipts over disbursements	29,761	76,142	121,134	80,561	-	(658)	791,460
Cash and investments - ending	\$ 61,601	\$ 76,142	\$ 985,032	\$ 81,072	\$ -	\$ 6,287	\$ 4,324,662

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Transit Non-Reverting	Engineering Special Projects	Commons '09 Bond Payments	Parks Bond of 2005	Redevelopment Bond '08	2008 Debt Fund	Cumulative Capital Development
Cash and investments - beginning	\$ 25,000	\$ 72,061	\$ 368,157	\$ 40,810	\$ 425	\$ 232,082	\$ 1,149,758
Receipts:							
Taxes	-	-	870,456	292,301	-	-	743,649
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	-	-	57,183	19,202	-	-	48,852
Charges for services	-	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	-	-	92,359	3,087	425	58,151	-
Total receipts	-	-	1,019,998	314,590	425	58,151	792,501
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	-	-
Debt service - principal and interest	-	-	499,698	355,400	-	-	-
Capital outlay	-	-	-	-	-	209,180	1,690,282
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	-	-	237,876	-	425	3,087	-
Total disbursements	-	-	737,574	355,400	425	212,267	1,690,282
Excess (deficiency) of receipts over disbursements	-	-	282,424	(40,810)	-	(154,116)	(897,781)
Cash and investments - ending	\$ 25,000	\$ 72,061	\$ 650,581	\$ -	\$ 425	\$ 77,966	\$ 251,977

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Parks Capital Improvement Non-Reverting	Woodside Northwes Fund	Jackson Street Bond Premium	Cumulative Fire Fund	Storm Sewer Non-Reverting	Medic Non-Reverting	City Hall Non-Reverting
Cash and investments - beginning	\$ 46,876	\$ 31,952	\$ 266,590	\$ 1,224,083	\$ 94,952	\$ 82,110	\$ 336,340
Receipts:							
Taxes	-	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Charges for services	9,040	-	-	-	-	25,367	-
Fines and forfeits	-	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-	-
Penalties	-	-	-	-	-	-	-
Other receipts	-	-	927,893	-	144,446	-	2,602
Total receipts	<u>9,040</u>	<u>-</u>	<u>927,893</u>	<u>-</u>	<u>144,446</u>	<u>25,367</u>	<u>2,602</u>
Disbursements:							
Personal services	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Other services and charges	-	-	-	-	46,264	-	-
Debt service - principal and interest	-	-	-	-	-	-	-
Capital outlay	-	-	-	226,680	-	11,001	258,554
Utility operating expenses	-	-	-	-	-	-	-
Other disbursements	-	-	559,976	-	35,613	-	-
Total disbursements	<u>-</u>	<u>-</u>	<u>559,976</u>	<u>226,680</u>	<u>81,877</u>	<u>11,001</u>	<u>258,554</u>
Excess (deficiency) of receipts over disbursements	<u>9,040</u>	<u>-</u>	<u>367,917</u>	<u>(226,680)</u>	<u>62,569</u>	<u>14,366</u>	<u>(255,952)</u>
Cash and investments - ending	<u>\$ 55,916</u>	<u>\$ 31,952</u>	<u>\$ 634,507</u>	<u>\$ 997,403</u>	<u>\$ 157,521</u>	<u>\$ 96,476</u>	<u>\$ 80,388</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	New Commons	Cumulative Capital Improvement	Debt '08 Bank Interest Earned	Redevelopment Bond '08 Capital/Tax	Police Pension Fund	Fire Pension Fund
Cash and investments - beginning	\$ 114,902	\$ 234,995	\$ 170,097	\$ -	\$ 1,812,271	\$ 1,997,809
Receipts:						
Taxes	-	-	-	141,852	128,956	128,956
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	114,363	-	9,320	1,012,619	1,457,326
Charges for services	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-
Penalties	-	-	-	-	-	-
Other receipts	3,000,630	-	3,431	100,819	22,103	24,646
Total receipts	<u>3,000,630</u>	<u>114,363</u>	<u>3,431</u>	<u>251,991</u>	<u>1,163,678</u>	<u>1,610,928</u>
Disbursements:						
Personal services	-	-	-	-	2,400	2,400
Supplies	-	-	-	-	-	-
Other services and charges	-	70,007	-	-	1,007,624	1,591,741
Debt service - principal and interest	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	-
Other disbursements	1,939,594	-	5,000	177,300	38,007	393,451
Total disbursements	<u>1,939,594</u>	<u>70,007</u>	<u>5,000</u>	<u>177,300</u>	<u>1,048,031</u>	<u>1,987,592</u>
Excess (deficiency) of receipts over disbursements	<u>1,061,036</u>	<u>44,356</u>	<u>(1,569)</u>	<u>74,691</u>	<u>115,647</u>	<u>(376,664)</u>
Cash and investments - ending	<u>\$ 1,175,938</u>	<u>\$ 279,351</u>	<u>\$ 168,528</u>	<u>\$ 74,691</u>	<u>\$ 1,927,918</u>	<u>\$ 1,621,145</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Payroll Fund	Flex Fund	Dunn Flex Plan	SIHO Flex Plan	SIHO Medical Claims	Wastewater Utility-Operating
Cash and investments - beginning	\$ 148,255	\$ 111,046	\$ 845	\$ 14,730	\$ 122,150	\$ 5,206,369
Receipts:						
Taxes	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-
Utility fees	-	-	-	-	-	10,819,343
Penalties	-	-	-	-	-	175,025
Other receipts	<u>21,809,500</u>	<u>331,539</u>	<u>25,218</u>	<u>320,000</u>	<u>4,257,898</u>	<u>3,566,189</u>
Total receipts	<u>21,809,500</u>	<u>331,539</u>	<u>25,218</u>	<u>320,000</u>	<u>4,257,898</u>	<u>14,560,557</u>
Disbursements:						
Personal services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	-
Debt service - principal and interest	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-
Utility operating expenses	-	-	-	-	-	11,808,056
Other disbursements	<u>21,809,519</u>	<u>420,000</u>	<u>23,182</u>	<u>330,997</u>	<u>4,266,002</u>	<u>2,311,797</u>
Total disbursements	<u>21,809,519</u>	<u>420,000</u>	<u>23,182</u>	<u>330,997</u>	<u>4,266,002</u>	<u>14,119,853</u>
Excess (deficiency) of receipts over disbursements	<u>(19)</u>	<u>(88,461)</u>	<u>2,036</u>	<u>(10,997)</u>	<u>(8,104)</u>	<u>440,704</u>
Cash and investments - ending	<u>\$ 148,236</u>	<u>\$ 22,585</u>	<u>\$ 2,881</u>	<u>\$ 3,733</u>	<u>\$ 114,046</u>	<u>\$ 5,647,073</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Wastewater Utility-Bond and Interest	Wastewater Utility-Depreciation Improvement	Wastewater Utility-Customer Deposit	Wastewater Utility-SRF #1	Wastewater Utility-SRF #2	Water Utility-SRF #3
Cash and investments - beginning	\$ 2,359,494	\$ 5,722,637	\$ 137,775	\$ 358,253	\$ 446,453	\$ 37,609,301
Receipts:						
Taxes	-	-	-	-	-	-
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Fines and forfeits	-	-	-	-	-	-
Utility fees	-	-	-	-	-	-
Penalties	-	-	-	-	-	-
Other receipts	<u>7,243,151</u>	<u>4,543,505</u>	<u>52,887</u>	<u>4,587</u>	<u>427,780</u>	<u>10,952,030</u>
Total receipts	<u>7,243,151</u>	<u>4,543,505</u>	<u>52,887</u>	<u>4,587</u>	<u>427,780</u>	<u>10,952,030</u>
Disbursements:						
Personal services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Other services and charges	-	-	-	-	-	-
Debt service - principal and interest	3,012,986	-	-	-	-	-
Capital outlay	-	-	-	58,429	-	-
Utility operating expenses	2,644,864	4,133,043	41,985	-	583,758	36,022,279
Other disbursements	-	-	-	-	-	-
Total disbursements	<u>5,657,850</u>	<u>4,133,043</u>	<u>41,985</u>	<u>58,429</u>	<u>583,758</u>	<u>36,022,279</u>
Excess (deficiency) of receipts over disbursements	<u>1,585,301</u>	<u>410,462</u>	<u>10,902</u>	<u>(53,842)</u>	<u>(155,978)</u>	<u>(25,070,249)</u>
Cash and investments - ending	<u>\$ 3,944,795</u>	<u>\$ 6,133,099</u>	<u>\$ 148,677</u>	<u>\$ 304,411</u>	<u>\$ 290,475</u>	<u>\$ 12,539,052</u>

CITY OF COLUMBUS
 COMBINING SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND
 CASH AND INVESTMENT BALANCES - REGULATORY BASIS
 For The Year Ended December 31, 2010
 (Continued)

	Wastewater Utility-Debt Reserve	Water Utility-Operating	Water Utility-Bond and Interest	Water Utility-Depreciation Improvement	Water Utility-Customer Deposit	Totals
Cash and investments - beginning	\$ 1,106,815	\$ 3,951,778	\$ 589,042	\$ 931,203	\$ 87,619	\$ 97,361,292
Receipts:						
Taxes	-	-	-	-	-	21,752,272
Licenses and permits	-	-	-	-	-	112,359
Intergovernmental	-	-	-	-	-	28,525,927
Charges for services	-	-	-	-	-	3,260,069
Fines and forfeits	-	-	-	-	-	8,137
Utility fees	-	4,743,946	-	-	-	15,563,289
Penalties	-	25,289	-	-	-	200,314
Other receipts	3,945,233	1,107,998	728,430	2,668,606	34,547	93,704,773
Total receipts	3,945,233	5,877,233	728,430	2,668,606	34,547	163,127,140
Disbursements:						
Personal services	-	-	-	-	-	23,259,454
Supplies	-	-	-	-	-	2,551,030
Other services and charges	-	-	-	-	-	18,281,980
Debt service - principal and interest	-	-	625,000	-	-	4,493,084
Capital outlay	3,294,819	-	-	-	-	6,621,115
Utility operating expenses	-	3,102,820	87,387	2,559,592	29,538	61,013,322
Other disbursements	-	4,149,029	385	-	-	65,791,196
Total disbursements	3,294,819	7,251,849	712,772	2,559,592	29,538	182,011,181
Excess (deficiency) of receipts over disbursements	650,414	(1,374,616)	15,658	109,014	5,009	(18,884,041)
Cash and investments - ending	\$ 1,757,229	\$ 2,577,162	\$ 604,700	\$ 1,040,217	\$ 92,628	\$ 78,477,251

CITY OF COLUMBUS
 SUPPLEMENTARY INFORMATION
 SCHEDULE OF CAPITAL ASSETS
 December 31, 2010

Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed or donated assets are reported at estimated fair value at the time received.

General infrastructure assets (those reported by governmental activities) are included regardless of their acquisition date or amount. The government was able to estimate the historical cost for the initial reporting of these assets through backtrending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price-level index to deflate the cost to the acquisition year or estimated acquisition year.) As the government constructs or acquires additional capital assets each period, including infrastructure assets, they are reported at historical cost.

	Ending Balance
Governmental activities:	
Capital assets, not being depreciated:	
Land	\$ 9,136,918
Infrastructure	207,854,163
Buildings	70,593,392
Improvements other than buildings	32,480,187
Machinery and equipment	6,808,275
Vehicles	13,933,136
Art work	128,000
Construction Work in Progress	25,634,473
 Total governmental activities, capital assets not being depreciated	 \$ 366,568,544

CITY OF COLUMBUS
SUPPLEMENTARY INFORMATION
SCHEDULE OF LONG-TERM DEBT
December 31, 2010

The City has entered into the following debt:

Description of Debt	Ending Principal Balance	Principal and Interest Due Within One Year
Governmental activities:		
Capital leases:		
1998 Foundation for youth	\$ 2,743,000	\$ 398,000
2006 Park vehicle lease	17,750	18,102
2006 Park chevy vehicle lease	17,080	17,720
2008 Park vehicle and equipment lease	87,984	46,157
2009 Police equipment lease	700,300	216,495
2010 Park equipment lease	403,044	86,547
Bonds payable:		
General obligation bonds:		
2005 Park district refunding bond	2,225,000	357,600
2007 Series A1 redevelopment parking garage bonds	5,000,000	285,375
2007 Series A2 redevelopment parking garage bonds	4,995,000	347,073
2007 Series B woodside development bonds	1,000,000	80,195
2008 Redevelopment district bonds	950,000	91,900
2009 Commons building redevelopment bond	8,835,000	723,113
Revenue bonds:		
2010 Outdoor sports center bond	<u>8,200,000</u>	<u>198,508</u>
Total governmental activities debt	<u>\$ 35,174,158</u>	<u>\$ 2,866,785</u>

CITY OF COLUMBUS
AUDIT RESULT(S) AND COMMENT(S)

APPROPRIATIONS

The records presented for audit indicated the following expenditures in excess of budgeted appropriations:

<u>Fund</u>	<u>Year</u>	<u>Excess Amount Expended</u>
Fire Pension	2010	\$ 131,045
Parks Bond of 2005	2010	3,675

Indiana Code 6-1.1-18-4 states in part: ". . . the proper officers of a political subdivision shall appropriate funds in such a manner that the expenditures for a year do not exceed its budget for that year as finally determined under this article."

PARKING GARAGE LEASES

Columbus Downtown, Inc., (CDI) was formed March 14, 2008, as a nonprofit corporation. Per the Articles of Incorporation, CDI "is a public benefit corporation that shall be organized and operated exclusively to benefit, perform, and carry out the charitable, educational, and other public purposes of the City of Columbus, Indiana (the City)." In accordance with Article VII of the Articles of Incorporation, the board of directors of CDI "shall be comprised of three (3) members, appointed as follows: (1) one appointed by the Mayor of the City, (2) one appointed by the Common Council of the City, and (3) one appointed by the City of Columbus Redevelopment Commission."

As described below, the Redevelopment Commission entered into a lease agreement with CDI. The lease agreement does not provide for a granting of funds to CDI for construction purposes, nor does it provide for the reimbursement of CDI's construction expenses. We were presented with no other document establishing an arrangement whereby the Redevelopment Commission would bear the costs of construction. Yet, through either an advancement of funds or by reimbursement of construction costs incurred by CDI, the Redevelopment Commission paid for construction costs in the amount of \$485,903.

The Columbus Redevelopment Commission signed a lease with CDI on July 24, 2008, to operate the Jackson Street and Cummins parking garages. The lease presented for audit is for a term from July 1, 2008 to June 30, 2013, and calls for CDI to make an annual rental payment of \$1 to the City. The lease also allows for alterations of the Premises and determines who is responsible for the maintenance of the Premises. It states: "No alterations of, or additions to, the Premises may be made without first obtaining the written consent of the Landlord, and if such consent is given, then they shall be made in accordance with all applicable legal requirements and shall become the property of Landlord. Landlord, at its expense, shall maintain and repair plumbing, electrical and mechanical equipment serving the Premises, as well as doors, windows, interior walls, floor and ceiling surfaces." The lease also allows for the Tenant (CDI) to assign or sublet the space to other individuals. It states: "All income of the Tenant derived from its use of the Premises, including without limitation sublease rentals received by Tenant, shall be paid to the Landlord as additional rental under this Lease within fifteen days of the receipt thereof by the Tenant."

CITY OF COLUMBUS
AUDIT RESULT(S) AND COMMENT(S)
(Continued)

The Redevelopment Commission agreed to allow CDI to build-out the street level of the Jackson St. parking garage, in order to sublet it for retail space. No written consent, as required by the lease, was provided for audit. The City paid CDI a total of \$485,903 for the build-out of the retail space. No documentation was presented for audit that would indicate the bidding process took place as required by the Public Works Laws. The total payments provided for the project were supported by invoices for expenses incurred by CDI. However, some of the payments were made prior to expenses being incurred and were for lump sum amounts instead of actual project costs at the time of payment.

The Redevelopment Commission has verbally agreed to allow CDI to keep rental payments for the subletting of the parking spaces in both garages and the retail space in the Jackson St. garage in lieu of CDI paying to finish any necessary construction to make the garages operational, i.e. gates, security cameras, sprinkler systems, etc, and paying for the operational costs of the garages, electricity, water, etc. This conflicts with the stipulations set out in the lease that has been presented for audit. The City did not receive any subletting rental for the parking spaces or the retail spaces during the audit period.

Indiana Code 5-11-1.6(c) states:

"(c) The fiscal officer of a governmental entity may not draw a warrant or check for payment of a claim unless:

- (1) there is a fully itemized invoice or bill for the claim;
- (2) the invoice or bill is approved by the officer or person receiving the goods and services;
- (3) the invoice or bill is filed with the governmental entity's fiscal officer;
- (4) the fiscal officer audits and certifies before payment that the invoice or bill is true and correct; and
- (5) payment of the claim is allowed by the governmental entity's legislative body or the board or official having jurisdiction over allowance of payment of the claim."

Payments made or received for contractual services should be supported by a written contract. Each governmental unit is responsible for complying with the provisions of its contracts. (Accounting and Uniform Compliance Guidelines Manual for Cities and Towns, Chapter 7)

Compensation and any other payments for goods and services should not be paid in advance of receipt of the goods or services unless specifically authorized by statute. Payments made for goods or services which are not received may be the personal obligation of the responsible official or employee. (Accounting and Uniform Compliance Guidelines Manual for Cities and Towns, Chapter 7)

Indiana Code 36-1-12-4(a) states in part:

"This section applies whenever the cost of a public work project will be: (1) at least seventy-five thousand dollars (\$75,000) in: (A) a consolidated city or second class city; or (2) at least fifty thousand dollars (\$50,000) in a political subdivision or an agency not described in subdivision (1)."

CITY OF COLUMBUS
AUDIT RESULT(S) AND COMMENT(S)
(Continued)

Indiana Code 36-1-12-4(b) states in part:

"The board must comply with the following procedure: (1) The board shall prepare general plans and specifications describing the kind of public work required, but shall avoid specifications which might unduly limit competition. . . . (2) The board shall file the plans and specifications in a place reasonably accessible to the public, which shall be specified in the notice required by subdivision (3). (3) Upon the filing of the plans and specifications, the board shall publish notice in accordance with IC 5-3-1 calling for sealed proposals for the public work needed. . . ."

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SUPPLEMENTAL AUDIT OF
FEDERAL AWARDS



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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

TO: THE OFFICIALS OF THE CITY OF COLUMBUS, BARTHOLOMEW COUNTY, INDIANA

Compliance

We have audited the compliance of the City of Columbus (City) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that are applicable to each of its major federal programs for the year ended December 31, 2010. The City's major federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the City's management. Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City's compliance with those requirements.

In our opinion, the City complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended December 31, 2010. The results of our auditing procedures disclosed other instances of noncompliance with those requirements which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying Schedule of Findings and Questioned Costs as item 2010-1.

Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the City's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133
(Continued)

A deficiency in internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

The City's response to the findings identified in our audit is described in the accompanying Official Response and Corrective Action Plan. We did not audit the City's response and, accordingly, we express no opinion on the response.

This report is intended solely for the information and use of the City's management, the Common Council, others within the entity, federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. In accordance with Indiana Code 5-11-5-1, this report is a part of the public records of the State Board of Accounts and of the office examined.

STATE BOARD OF ACCOUNTS

June 6, 2011

CITY OF COLUMBUS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For The Year Ended December 31, 2010

Federal Grantor Agency/Pass-Through Entity Cluster Title/Program Title/Project Title	Federal CFDA Number	Pass-Through Entity (or Other) Identifying Number	Total Federal Awards Expended
<u>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u>			
Direct Grant			
CDBG-Entitlement Grants Cluster			
Community Development Block Grants/Entitlement Grants	14.218		
Fiscal Year 2009		B09MC180020	\$ 312,789
Total for cluster			<u>312,789</u>
Pass-Through Indiana Office of Community and Rural Affairs			
CDBG-State Administered Small Cities Program Cluster			
Community Development Block Grants/State's Program and	14.228		
Non-Entitlement Grants in Hawaii (State-Administered Small Cities Program)			
2008 Flood Relief		038-DR1-09-001X	240,960
Neighborhood Stabilization Program		NSP-009-012	525,956
Flooded Homes Buyout Program		DR1HB-009-001	748,496
Total for cluster			<u>1,515,412</u>
Direct Grant			
Economic Development Initiative-Special Project,	14.251		
Neighborhood Initiative and Miscellaneous Grants			
Fiscal Year 2008 EDI-Special Projects		B-08-SP-IN-0519	353,934
Total for federal grantor agency			<u>2,182,135</u>
<u>U.S. DEPARTMENT OF TRANSPORTATION</u>			
Direct Grant			
Federal Transit Cluster			
Federal Transit Formula Grants	20.507		
Fiscal Year 2010			643,553
ARRA-Federal Transit Formula Grants			
Transit Station		IN-96-X019-00	655,589
Total for Cluster			<u>1,299,142</u>
Pass-Through Indiana Criminal Justice Institute			
Highway Safety Cluster			
Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grants	20.601		
2010 DUI Task Force		K8-2010-03-03-02	7,500
Safety Belt Performance Grants			
2010 Operation Pullover	20.609	OP-10-02-01-69	4,000
Total for cluster			<u>11,500</u>
Direct Grant			
Airport Improvement Program	20.106		
AIP 3-21 Rehab Electric Vault		3-18-0012-2009-1	820,837
AIP 3-22 Runway 5/23 Phase 2		3-18-0012-2009-2	4,503,141
Total for program			<u>5,323,978</u>
Total for federal grantor agency			<u>6,634,620</u>
<u>U.S. ENVIRONMENTAL PROTECTION AGENCY</u>			
Pass-Through Indiana Finance Authority			
Capitalization Grants for Clean Water State Revolving Funds	66.458		
2006 SRF Grant		CS18239901	29,217
2008 SRF Grant		CS18239903	266,239
2009 SRF Grant		WW08090304	10,065,965
Total for federal grantor agency			<u>10,361,421</u>
<u>U.S. DEPARTMENT OF ENERGY</u>			
Direct Grant			
Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128		
City Hall Energy Project		DE-FOA	190,000
<u>U.S. DEPARTMENT OF HOMELAND SECURITY</u>			
Pass-Through Indiana Department of Homeland Security			
Homeland Security Cluster			
Homeland Security Grant Program	97.067		
Police Equipment Grant		C44P-9-568A	9,100
Total for Cluster			<u>9,100</u>
Disaster Grants-Public Assistance (Presidentially Declared Disasters)	97.036		
June 2008 Flood		PW 1766	58,151
Hazard Mitigation Grant (HMGP)	97.039		
2010 FEMA Buy-out		C44P-0-178A	2,247,379
Total for federal grantor agency			<u>2,314,630</u>
Total federal awards expended			<u>\$ 21,682,806</u>

The accompanying note(s) are an integral part of the Schedule of Expenditures of Federal Awards.

CITY OF COLUMBUS
NOTE(S) TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Columbus (City) and is presented in accordance with the cash and investment basis of accounting used in the preparation of the financial statements. Accordingly, the amount of federal awards expended is based on when the disbursement related to the award occurs except when the federal award is received on a reimbursement basis. In these instances the federal awards are considered expended when the reimbursement is received.

CITY OF COLUMBUS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Section I – Summary of Auditor's Results

Financial Statement(s):

Type of auditor's report issued:	Unqualified
Internal control over financial reporting:	
Material weaknesses identified?	no
Significant deficiency identified?	none reported
Noncompliance material to financial statements noted?	no

Federal Awards:

Internal control over major programs:	
Material weaknesses identified?	no
Significant deficiency identified?	none reported
Type of auditor's report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	yes

Identification of Major Programs:

CFDA Number	Name of Federal Program or Cluster
	CDBG-State Administered Small Cities Program Cluster
	Federal Transit Cluster
66.458	Capitalization Grants for Clean Water State Revolving Funds
97.039	Hazard Mitigation Grant (HMGP)

Dollar threshold used to distinguish between Type A and Type B programs: \$650,484

Auditee qualified as low-risk auditee? no

Section II – Financial Statement Findings

No matters are reportable.

CITY OF COLUMBUS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(Continued)

Section III – Federal Award Findings and Questioned Costs

FEDERAL FINDING 2010-1, Questioned Costs

Federal Agency: U.S. Department of Homeland Security

Federal Program: Hazard Mitigation Grant (HMGP)

CFDA Number: 97.039

Federal Award Number and Year (or Other Identifying Number): C44-P-0-178A, 2010

Pass-through Entity: Indiana Department of Homeland Security

The City of Columbus is participating in a FEMA Buy-out Program to purchase properties that have suffered significant damage from the June 7, 2008 flood. The grant agreement allowed for reimbursement of expenses incurred for appraisal fees, purchase of the property, closing costs, inspection costs, and administrative fees.

The City submitted a reimbursement claim to FEMA, reimbursement draw number 4, that included \$52,000 for the purchase of a home at 2005 5th Street. However, the City did not purchase this property during the audit period. The City also submitted a reimbursement claim, reimbursement draw number 7, that included \$11,636 for the payment of property taxes due on the purchased property. The City wrote check number 22220 to Bartholomew County Treasurer in the amount of \$10,839 for the payment of property taxes. Therefore, the City was reimbursed \$797 too much for the property tax expense.

The grant agreement states: "The purpose of this Agreement is . . . FEMA HMPG Grant funds for the eligible costs of the approved Project to acquire up to sixty-seven (67) repetitively flooded residential properties and demolish the existing structures which have been damaged by flooding, ..."

As to payment of expenditures the agreement states: "The payment of this sub-grant by the State to the Sub-grantee shall be made in accordance with and subject to the following schedule and conditions:

A. This Agreement must have been executed by all signatories.

B. Payments of federal funds to the Sub-grantee shall only be made in compliance with the terms and conditions of the FEMA-State Agreement and the guidance, regulations, and laws applicable to these funds. No payment of federal funds shall be made to the Sub-grantee until the funds are actually needed for disbursement by the Sub-grantee. The Sub-grantee must maintain and comply with procedures for minimizing the time between the payment of federal funds from the State and disbursement by the Sub-grantee."

As a result, reimbursements received for property not purchased and property taxes not paid, totaling \$52,797, are considered questioned costs.

We recommended that City of Columbus officials contact the Indiana Department of Homeland Security, the state pass-through agency, to seek a resolution of this issue.

CITY OF COLUMBUS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

No matters are reportable.



Brenda Sullivan, Clerk-Treasurer
Corrective Action Plan

June 8, 2011
Finding 2010-01. Questioned Costs

Federal Agency: U.S. Department of Homeland Security
Federal Program: Hazard Mitigation Grant (HMGP)
CFDA Number: 97.039
Federal Award Number and Year (or Other Identifying Number): C44-P-0-178A, 2010
Pass-through Entity: Indiana Department of Homeland Security

To Whom it May Concern:

Following is the response and corrective action plan for the above finding.

The issue stated in the finding is the expenses reimbursed with federal funds which were received for property not purchased and property taxes not paid totaling \$52,797.00, as being questioned costs. The actual total amount in question during December 2010 was: \$52,121.41.

As a result of the closing cost being shorted, the county error for the invoicing of property taxes and duplication in reimbursement for a parcel of property, the final net amount received by the city was \$52,121.41. This cash was booked by the city on December 14, 2010. The city calculated interest on the cash balance for one hundred thirty two (132) days and posted the interest to this fund.

ARa, the administrator of the grant for the city, contacted the Indiana Department of Homeland Security grant agency and was instructed to correct the reimbursed amount with the next draw down for expenses incurred in the project.

As of April 25, 2011, the Pleasant Grove Buyout fund has remained in the negative because of expenses incurred by the city for the demolition of the homes in Pleasant Grove. Additionally, ARa has continued to balance their records to the city books each month for this fund in order to avoid any future concerns.

If additional steps need to be completed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Brenda Sullivan' in a cursive script.

Brenda Sullivan
City of Columbus
Clerk-Treasurer

City Hall • 123 Washington Street • Columbus, Indiana 47201 • bsullivan@columbus.in.gov
812-376-2510 • Fax: 812-376-2651

CITY OF COLUMBUS
EXIT CONFERENCE

The contents of this report were discussed on June 6, 2011, with Fred L. Armstrong, Mayor; Brenda Sullivan, Clerk-Treasurer; and Jesse Brand, President of the Common Council. The Official Response has been made a part of this report and may be found on page 49 through 72.



Fred L. Armstrong, Mayor

June 13, 2011

Ryan Preston
State Board of Accounts
302 Washington St., Room E418
Indianapolis, IN 46204-2765

Dear Ryan,

After discussing the master leases with our city attorney and the redevelopment commission attorney you will see that the updated leases will be part of our exit interview findings.

Both leases have been updated to coincide with the State Board of Accounts findings.

The master lease for The Commons has been updated by City Attorney Alan Whitted.

The lease with CDI and the Redevelopment Commission has been updated but will not be voted on until July 11, 2011 at the Redevelopment Commission meeting.

Please attach this information to the State Board of Accounts findings from our exit interview.

Respectfully,

A handwritten signature in black ink, appearing to read 'Fred L. Armstrong', is written over a faint, illegible printed name.

Fred L. Armstrong
Mayor

cc: Brenda Sullivan, Clerk-Treasurer

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE is entered into by the City of Columbus Redevelopment Commission ("Landlord") and Columbus Downtown, Inc. ("Tenant"), and in consideration of their mutual undertakings, they agree as follows:

RECITALS

WHEREAS the parties had previously entered into a lease agreement on July 1, 2008; and

WHEREAS this process has been a new process both from the standpoint of Columbus Downtown, Inc. and City of Columbus Redevelopment Commission and the sue of the Premises upon which the building was built by the City of Columbus Redevelopment Commission; and

WHEREAS the parties had envisioned an operational leasehold arrangement which was reduced to the original leasehold document; thereafter it appeared, despite the best forecasting of the parties, the business relationship between the parties required Columbus Downtown, Inc. to assume more duties on behalf of the City of Columbus Redevelopment Commission other than those outlined in the July 1, 2008 leasehold agreement for the Premises; and

WHEREAS the parties envision that this relationship between Columbus Downtown, Inc. and the City of Columbus Redevelopment Commission is best served by amending and restating the lease to enable the City of Columbus Redevelopment Commission to fulfill its statutory mission and goals; and

THEREFORE, the parties agree as follows:

Landlord leases to Tenant and Tenant leases from Landlord the land located in Columbus, Indiana, described in Exhibit A attached hereto and incorporated herein by reference, all buildings, structures and other improvements located thereon, and all appurtenances thereto (the "Premises") for a term commencing on July 1, 2008, and ending on June 30, 2013 (the "Term"), subject to the renewal options set forth in Section 17 hereof, unless sooner terminated, and Tenant without demand or notice and without relief from valuation and appraisal laws, shall pay an annual rental in the amount of One Dollar (\$1.00) (the "Base Amount"), and shall pay the Additional Rent (as defined in Section 3 below), during each-Lease Year during the Term. Each annual installment of rent shall be payable on or before July 1 of each year during the term of this Lease, in advance, at the address of Landlord set forth in this Lease. As used herein, "Lease Year" means a period of twelve (12) consecutive calendar months, the first Lease Year to commence on the first day of July, 2008, and each subsequent Lease Year to commence on the anniversary of such date.

1. Use, Compliance with Laws, Signs. The Premises shall be used by Tenant only for the operation of such businesses as are permitted by applicable zoning ordinances. Tenant shall keep the Premises in a clean condition and shall conduct its business therefrom in a safe manner. Tenant shall use and maintain the Premises at all times in compliance with all legal requirements and Tenant shall not permit any nuisance to exist on the Premises and shall not commit waste thereon. Tenant may affix to the exterior of the Premises appropriate signage with the prior written consent of Landlord provided such signage is approved by all applicable governmental authorities. Tenant hereby accepts the Premises in their condition existing as of the date of the execution hereof.

2. Surrender and Holdover. Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Premises, together with all property affixed to the Premises (excepting trade fixtures), in the same condition in which Tenant received them, the effects of ordinary wear, acts of God, casualty, insured damage, insurrection, riot or public disorder excepted. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the original Term or any Renewal Term (as hereinafter defined) of this Lease, then Tenant shall be a lessee from month to month at the same rental and subject to all of the other applicable covenants, terms and conditions hereof.

3. Assignment and Subletting; Additional Rent. Tenant shall not be entitled to assign this Lease in whole or in part without the prior written consent of Landlord. Tenant may sublet all or any part of the Premises, or grant a license or concession in connection therewith without the prior written consent of Landlord. Tenant shall present to the Landlord any proposed sublease of only that portion of the Premises which are deemed to be the retail area, and specifically not the parking spaces, as soon as practical in advance of its proposed effective date. All income of the Tenant derived from its use of the Premises, including without limitation sublease rentals received by Tenant, shall be retained by the Tenant and used to pay costs of operating and maintaining the Premises and otherwise as permitted by law and the Tenant's corporate charter documents. In the event that Tenant retains net operating income from the operation of the Premises in excess of amounts needed for the purposes described in the preceding sentence plus six months of future estimated operating and maintenance expenses for the Premises, such excess shall be paid to the Landlord as additional rent under this Lease (the "Additional Rent"). The payment of said Additional Rent shall be tendered after the parties have reviewed the financial status of the Tenant and have had an opportunity to forecast what additional expenses the Tenant may be incurring, in addition to usual expenses, within the next six to nine months.

4. Alterations and Maintenance of Premises. No alterations of, or additions to, the Premises may be made without first obtaining the consent of Landlord, and if such consent is given, then they shall be made in accordance with all applicable legal requirements and shall become the property of Landlord. Landlord, at its expense, shall maintain and repair plumbing, electrical and mechanical equipment serving the Premises, as well as doors, windows, interior walls, floor and ceiling surfaces. Landlord shall also provide and maintain an adequate number of fire extinguishers in the leased premises as required by its insurance carrier, the owner's insurance carrier, and the local fire department. Landlord also shall be responsible for maintenance and repair of driveways, parking areas, sidewalks, landscaping, roof and exterior building surfaces.

5. Insurance; Indemnity.

(a) Liability Insurance. Landlord shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 for injury to or death of one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$500,000.

(b) Property Insurance. Landlord covenants and agrees that it will at all times at its sole expense, keep the Premises insured against loss by fire, with extended coverage, for not less than 100% of replacement value of buildings, and will keep all such insurance in full force and effect during the entire term hereof. Such insurance shall be procured from responsible company

or companies authorized to do business in the State of Indiana, and shall provide for payment of loss thereunder to the Landlord, and Landlord shall become a trustee of said funds to be used for repairing or rebuilding the Premises or any damaged portion thereof as hereinafter provided.

(c) Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(d) Indemnity. To the extent permitted by law each party agrees to indemnify and hold harmless the other from and against any and all claims arising from and against any and all claims arising from any breach or default in the performance of any obligation on its part to be performed under the terms of this Lease, or arising from any negligence of it, or any of its agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against a non-defaulting party by reason of any such claim, the defaulting party upon notice from the other shall defend the same at its expense by counsel satisfactory to the non-defaulting party.

6. Damage or Destruction; Obligation to Rebuild. In the event the improvements on the Premises are damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained under Paragraph 5, then Landlord shall use its best efforts to repair, restore and rebuild the Premises to their condition existing immediately prior to such damage or destruction, in which event this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair, the Base Amount payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant continues to occupy the Premises during the period of repair, then there shall be an abatement of rent in the proportion that the damaged floor area bears to the total floor area of the building situated on the Premises.

7. Events of Default. (a) Any of the following events shall constitute a default hereunder ("Event of Default"):

(i) The failure to pay any installment of rent (including the Base Amount and Additional Rent) which continues for thirty days(30) days after written notice of same is given to Tenant by Landlord;

(ii) Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant, which failure, if curable, continues for thirty (30) days after notice thereof is given to Tenant or such longer period as required to cure such default if Tenant commences to cure such default within the thirty (30) day period and is diligently pursuing cure of such default;

(iii) The filing or execution or occurrence of:

(1) An involuntary petition in bankruptcy against Tenant that is not dismissed within sixty (60) days after the filing thereof;

(2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, that is not dismissed within sixty (60) days after the filing thereof;

(3) A general assignment for the benefit of creditors by Tenant; or

(4) The taking by any part of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity; and

(b) The following event shall constitute a default by Landlord hereunder: Landlord's failure to perform or observe any covenant, term or condition of this Lease to be performed or observed by Landlord, which failure, if curable, continues for thirty (30) days after notice thereof is given to Landlord or such longer period as required to cure such default if Landlord commences to cure such default within the thirty (30) day period and is diligently pursuing cure of such default.

8. Remedies.

A. Upon the occurrence of any Event of Default by Tenant, Landlord may, at its option, in addition to any other remedy or right it has hereunder, at law or at equity:

(a) Terminate this Lease at any time upon the date specified in a notice to Tenant and resume possession by an action in law. Tenant's liability for damages shall survive such termination.

(b) Without terminating this Lease, relet the Premises without the same being deemed an acceptance of a surrender of this Lease nor a waiver of Landlord's rights or remedies. Any reletting by Landlord may be for a period equal to or less than, or extending beyond the remainder of, the original term, for the whole or any part of the Premises, separately or with other premises, for any sum, to any lessee, and for any use Landlord deems appropriate.

B. Upon the occurrence of any of the following:

(a) The filing of a voluntary petition in bankruptcy by Tenant;

(b) The filing of a petition or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act;

(c) An adjudication of Tenant as a bankrupt or insolvent; or

(d) The appointment of a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of its property;

this Lease shall terminate ipso facto as of such occurrence and the Premises shall be surrendered as required by Paragraph 2. Tenant's liability for damages shall survive such termination and Landlord shall be entitled to recover an amount equal to the maximum allowed by any statute or rule of law governing the proceedings in which such amount is sought.

C. Upon the occurrence of an Event of Default by Landlord, Tenant may terminate this Lease.

9. Advances and Interest. Upon the occurrence of any Event of Default, either party may, if such default has not been cured within the grace period provided in Paragraph 7, cure that default for the account and at the expense of the other. If a party in curing such default is compelled to pay or elects to pay any sum of money or do any acts which will require the payment of any sum of money, the sum so paid or incurred shall be reimbursed by the other upon demand. All sums as to which a party is in default of payment shall bear interest at the rate of four per cent(4%)per annum until paid.

10. Attorneys' Fees. Each party shall pay the other party's reasonable legal costs and attorneys' fees incurred in successfully enforcing against the other party any covenant, term or condition of this Lease.

11. Access by Landlord to Premises. Landlord, its agents, prospective lessees, purchasers or mortgagees may inspect and examine the Premises at all reasonable times upon prior notice to Tenant.

12. Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises and to the rights of any Mortgagee and/or Bondholders.

13. Taxes.

(a) Payment of Taxes. Landlord shall pay all real property taxes (if any) applicable to the ownership or lease of the Premises during the term of this Lease. All such payments shall be made prior to the delinquency date of such payment. If Landlord shall fail to pay any such taxes, Tenant shall have the right to pay them, in which case Landlord shall treat the same as a set-off of any obligations Tenant has to Landlord for Additional Rent

(b) Definition of "Real Property Tax". As used herein, the term "real property tax" means any form of assessment, license fee, commercial rental tax, levy, penalty or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord or Tenant in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing the Premises.

(c) Personal Property Taxes. Landlord shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Landlord contained in the Premises or elsewhere.

14. Utilities. Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon.

15. General Agreement of Parties.

(a) Building Charges. Tenant will comply with all applicable laws, rules and regulations promulgated by any governmental authority having jurisdiction. The Tenant will observe all rules and regulations made by the Landlord which are delivered to the Tenant.

(b) Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

(c) Interest on Past-Due Obligations. Except as otherwise expressly provided herein, any amount due to Landlord which is not paid when due shall bear interest at four percent (4%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Tenant hereunder.

(d) Time. Time is of the essence.

(e) Captions. Paragraph and subparagraph captions are not a part hereof.

(f) Incorporation of Prior Agreements; Amendments. This Amended and Restated Lease amends, restates and replaces the Lease of the Premises between the Landlord and Tenant dated July 24, 2008 (the "Original Lease"). This Amended and Restated Lease contains all agreements of the parties with respect to any matter mentioned herein, and is intended to be retroactive to the date of the Original Lease to reflect the actual terms upon which the parties have been operating and desire to continue to operate with respect to the Premises. No prior agreement or understanding pertaining to any such matter shall be effective. This Amended and Restated Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

(g) Notices. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

If to Landlord: City of Columbus Redevelopment Commission
c/o Executive Director
123 Washington Street
Columbus, IN 47201

If to Tenant: Columbus Downtown, Inc.
Attn.: President

415 Washington Street
Columbus, IN 47201

Such addresses may be changed by either party by written advice as to the new address given as above provided.

(h) Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

(i) Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

(j) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(k) Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

(l) Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Indiana.

16. Mortgages, Lease Subordination, Non-Disturbance and Attornment. This Lease may, at Landlord's election, be subordinated to a mortgage, and Tenant agrees to execute, upon request, any additional instrument to evidence subordination of this Lease and, in addition thereto, an Estoppel Certificate if required by the mortgagee, provided, however, that any such subordination is conditioned upon such mortgage containing a "Nondisturbance Agreement." The term "Nondisturbance Agreement" as used herein shall mean an agreement or provision in any mortgage on the premises which is binding upon the mortgagee and which contains an acknowledgment of the validity of this Lease by the mortgagee and a provision requiring the mortgagee to provide for the continuation of this Lease and a prohibition against such mortgagee disturbing the Tenant's tenancy and right as provided in the Lease, so long as Tenant is not in default hereunder and the time allowed to Tenant under this Lease to cure any default has not expired. In the event that Landlord shall default in the payment of any installments due or any other obligation under any mortgage now or hereafter placed upon the premises for which Landlord has defaulted and failed to obtain a Nondisturbance Agreement or if the mortgagee fails to honor the same, Tenant shall have the right, at its option, to make any such payment as may be necessary to cure such defaults and shall be entitled to deduct the amount of such payments from any sums due Landlord under this Lease. Notwithstanding the foregoing, Tenant is under no obligation whatsoever to cure any default of Landlord under any mortgage.

Tenant hereby agrees to recognize any subsequent owner of the premises as the Landlord under this Lease the same as if no transfer of ownership had occurred.

17. Options to Renew. Tenant shall have the options to renew this Lease for three successive additional terms of five (5) years (each, a "Renewal Term"), if:

(a) notice exercising the option is given by Tenant to Landlord not later than ninety (90) days prior to the expiration of the original Term or prior Renewal Term, as the case may be;

(b) Tenant is not at the time of exercise of such option in default under any of the terms and conditions of this Lease; and

(c) this Lease has not been terminated during the Base Term or any prior Renewal Term.

All covenants and agreements of this Lease applicable to the original Term shall apply with like force and effect during any Renewal Term, except where inapplicable or where the context otherwise indicates.

18. Annual Reporting. During the term of this Lease, Tenant shall have a compilation report on the Tenant prepared by a firm of certified public accountants on an annual basis, and file a copy of the compilation Report with the Landlord by no later than [three] months following the end of each fiscal year of the Tenant, unless the Report is unable to be issued by the certified public accountants within that timeframe, in which case the tenant shall so inform the Landlord and work diligently to obtain the Report as soon as practical.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amended and Restated Lease as of the ____ day of _____, 2011, and if this Lease is executed in counterparts, each shall be deemed an original.

CITY OF COLUMBUS REDEVELOPMENT
COMMISSION ("LANDLORD")

By: _____
President

COLUMBUS DOWNTOWN, INC.
("TENANT")

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared _____ and by me known to be the President of the City of Columbus Redevelopment Commission who acknowledged the execution of the foregoing "Lease" on behalf of said Commission.

WITNESS my hand and Notarial Seal this ____ day of _____, 2011.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared _____ and by me known to be the _____ of Columbus Downtown, Inc., who acknowledged the execution of the foregoing "Lease" on behalf of said corporation.

WITNESS my hand and Notarial Seal this ____ day of _____, 2011.

Notary Public

(Printed Signature)

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A

[LEGAL DESCRIPTION OF LEASED PREMISES]

MASTER LEASE

THIS LEASE is entered into by the City of Columbus Commons Board ("Landlord") and Columbus Downtown, Inc. ("Tenant"), and in consideration of their mutual undertakings, they agree as follows:

Landlord leases to Tenant and Tenant leases from Landlord the land located at 300 Washington Street, Columbus, Indiana, described in Exhibit A attached hereto and incorporated herein by reference, and more particularly described is in the attached diagram referring to Columbus Retail #1 through #6 and Food Service #1 through #3 including attached clarifications labeled as "Floor Plans for Commons Retail Space and Food Court" (the "Premises") for a term commencing on February 1, 2011, and ending on February 1, 2016 (the "Term"), subject to the renewal options set forth in Section 17 hereof, unless sooner terminated, and Tenant without demand or notice and without relief from valuation and appraisal laws, shall pay an annual rental in the amount of One Dollar (\$1.00) (the "Base Amount"), and shall pay the Additional Rent (as defined in Section 5 below), during each Lease Year during the Term. Each annual installment of rent shall be payable on or before January 31 of each year during the term of this Lease, in advance, at the address of Landlord set forth in this Lease. As used herein, "Lease Year" means a period of twelve (12) consecutive calendar months, the first Lease Year to commence on the first day of February 1, 2011, and each subsequent Lease Year to commence on the anniversary of such date.

1. Brokerage Fees: The Tenant shall be entitled to pay reasonable and customary brokerage fees in leasing the Premises.

2. Management Fees: The management fees shall be no more than 5% of the Tenant's sublease income on the Premises, so that the Landlord receives the remaining 95% as Additional Rent, subject to other expenses allowed herein. Fees will be paid only as rent monies become available. It is expected that the Tenant shall reserve sufficient funds to pay for two months of anticipated expenses and repairs. This lease shall be subject to an audit by an auditor to be determined by the Landlord on an annual basis or as determined by the Landlord.

3. Use, Compliance with Laws, Signs. The Premises shall be used by Tenant only for the operation of such businesses as are permitted by applicable zoning ordinances. Tenant shall keep the Premises in a clean condition and shall conduct its business therefrom in a safe manner. Tenant shall use and maintain the Premises at all times in compliance with all legal requirements and Tenant shall not permit any nuisance to exist on the Premises and shall not commit waste thereon. Tenant may affix to the exterior of the Premises appropriate signage with the prior written consent of Landlord provided such signage is approved by all applicable governmental authorities. Tenant hereby accepts the Premises in their condition existing as of the date of the execution hereof.

4. Surrender and Holdover. Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Premises, together with all property affixed to the Premises (excepting trade fixtures), in the same condition in which Tenant received them, the effects of ordinary wear, acts of God, casualty, insured damage, insurrection, riot or public disorder excepted. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the original Term or any Renewal Term (as hereinafter defined) of this Lease, then Tenant shall be a lessee from month to month at the same rental and subject to all of the other applicable covenants, terms and conditions hereof.

5. Assignment and Subletting; Additional Rent. Tenant shall not be entitled to assign this Lease in whole or in part. All income of the Tenant derived from its use of the Premises, including without limitation sublease rentals received by Tenant, shall be paid to the Landlord as additional rental under this Lease (the "Additional Rent") as directed by Landlord, but no less than annually. Tenant shall sublease Premises for shopping, dining and entertainment that will promote the Columbus Downtown as a destination for Columbus residents and visitors and do so in a way that in combination with other retail, dining and entertainment in the area does the most to promote the goals of the City of Columbus Strategic Development Plan. Tenant shall generate an annual report of its activities to include copies of the sublease agreements and the Tenant's income statement and provide Landlord with a copy and file a copy with the Columbus City Clerk Treasurers Office on or before December 31 of each year.

6. Alterations and Maintenance of Premises. The Premises space may be modified as is reasonably necessary to accommodate sublease needs without first obtaining the written consent of Landlord, provided that the Tenant is in compliance with all applicable legal requirements, The Landlord at its expense, shall maintain and repair plumbing, electrical and mechanical equipment serving the Premises, as well as doors, windows, interior walls, floor and ceiling surfaces. Landlord shall also provide and maintain an adequate number of fire extinguishers in the leased premises as required by its insurance carrier, the owner's insurance carrier, and the local fire department. Landlord also shall be responsible for maintenance and repair of driveways, parking areas, sidewalks, landscaping, roof and exterior building surfaces.

7. Insurance; Indemnity.

(a) Liability Insurance. Landlord shall obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 for injury to or death of one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$500,000.

(b) Property Insurance. Landlord covenants and agrees that it will at all times at its sole expense, keep the Premises insured against loss by fire, with extended coverage, for not less than 100% of replacement value of buildings, and will keep all such insurance in full force and effect during the entire term hereof. Such insurance shall be procured from responsible company or companies authorized to do business in the State of Indiana, and shall provide for payment of loss thereunder to the Landlord, and Landlord shall become a trustee of said funds to be used for repairing or rebuilding the Premises or any damaged portion thereof as hereinafter provided.

(c) Waiver of Subrogation. Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(d) Indemnity. To the extent permitted by law each party agrees to indemnify and hold harmless the other from and against any and all claims arising from and against any and all claims arising from any breach or default in the performance of any obligation on its part to be performed under the terms of this Lease, or arising from any negligence of it, or any of its agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against a non-defaulting party by reason of any such claim, the defaulting party upon notice from the other shall defend the same at its expense by counsel satisfactory to the non-defaulting party.

8. Damage or Destruction; Obligation to Rebuild. In the event the improvements on the Premises are damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained under Paragraph 5, then Landlord shall use its best efforts to repair, restore and rebuild the Premises to their condition existing immediately prior to such damage or destruction, in which event this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair, the Base Amount payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant continues to occupy the Premises during the period of repair, then there shall be an abatement of rent in the proportion that the damaged floor area bears to the total floor area of the building situated on the Premises.

9. Events of Default. (a) Any of the following events shall constitute a default hereunder ("Event of Default"):

(i) The failure to pay any installment of rent (including the Base Amount and Additional Rent) which continues for fifteen (15) days after written notice of same is given to Tenant by Landlord;

(ii) Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant, which failure, if curable, continues for thirty (30) days after notice thereof is given to Tenant or such longer period as required to cure such default if Tenant commences to cure such default within the thirty (30) day period and is diligently pursuing cure of such default;

(iii) The filing or execution or occurrence of:

(1) An involuntary petition in bankruptcy against Tenant that is not dismissed within sixty (60) days after the filing thereof;

(2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, that is not dismissed within sixty (60) days after the filing thereof;

(3) A general assignment for the benefit of creditors by Tenant; or

(4) The taking by any part of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity; and

(b) Any of the following events shall constitute a default by Landlord hereunder:

(i) The failure to pay any installment of taxes or insurance which continues for thirty (30) days.

(ii) Landlord's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Landlord, which failure, if curable, continues for thirty (30) days after notice thereof is given to Landlord or such longer period as required to cure such default if Landlord commences to cure such default within the thirty (30) day period and is diligently pursuing cure of such default.

10. Remedies.

A. Upon the occurrence of any Event of Default by Tenant, Landlord may, at its option, in addition to any other remedy or right it has hereunder, at law or at equity:

(a) Terminate this Lease at any time upon the date specified in a notice to Tenant and resume possession by an action in law. Tenant's liability for damages shall survive such termination.

(b) Without terminating this Lease, relet the Premises without the same being deemed an acceptance of a surrender of this Lease nor a waiver of Landlord's rights or remedies. Any reletting by Landlord may be for a period equal to or less than, or extending beyond the remainder of, the original term, for the whole or any part of the Premises, separately or with other premises, for any sum, to any lessee, and for any use Landlord deems appropriate.

B. Upon the occurrence of any of the following:

(a) The filing of a voluntary petition in bankruptcy by Tenant;

(b) The filing of a petition or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act;

(c) An adjudication of Tenant as a bankrupt or insolvent; or

(d) The appointment of a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of its property;

this Lease shall terminate ipso facto as of such occurrence and the Premises shall be surrendered as required by Paragraph 2. Tenant's liability for damages shall survive such termination and Landlord shall be entitled to recover an amount equal to the maximum allowed by any statute or rule of law governing the proceedings in which such amount is sought.

C. Upon the occurrence of an Event of Default by Landlord, Tenant may terminate this Lease.

11. Advances and Interest. Upon the occurrence of any Event of Default, either party may, if such default has not been cured within the grace period provided in Paragraph 7, cure that default for the account and at the expense of the other. If a party in curing such default is compelled to pay or elects to pay any sum of money or do any acts which will require the payment of any sum of money, the sum so paid or incurred shall be reimbursed by the other upon demand. All sums as to which a party is in default of payment shall bear interest at the rate of twelve percent (12%) per annum until paid.

12. Attorneys' Fees. Each party shall pay the other party's reasonable legal costs and attorneys' fees incurred in successfully enforcing against the other party any covenant, term or condition of this Lease.

13. Access by Landlord to Premises. Landlord, its agents, prospective lessees, purchasers or mortgagees may inspect and examine the Premises at all reasonable times upon prior notice to Tenant.

14. Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises and to the rights of any Mortgagee.

15. Taxes.

(a) Payment of Taxes. The Tenant shall pay all real property taxes (if any) applicable to the ownership of the Premises during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. If Tenant shall fail to pay any such taxes, Landlord shall have the right to pay them, in which case Landlord shall be entitled to add the costs to the lease, plus costs of collection, including reasonable attorney fees.

(b) Definition of "Real Property Tax". As used herein, the term "real property tax" means any form of assessment, license fee, commercial rental tax, levy, penalty or tax (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing the Premises. Real property taxes do not include the taxation of a leasehold or subleasehold interest in the Premises.

(c) Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Tenant contained in the Premises or elsewhere.

16. Utilities. Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon.

17. General Agreement of Parties.

(a) Building Charges. Tenant will comply with all applicable laws, rules and regulations promulgated by any governmental authority having jurisdiction. The Tenant will observe all rules and regulations made by the Landlord which are delivered to the Tenant.

(b) Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

(c) Interest on Past-Due Obligations. Except as otherwise expressly provided herein, any amount due to Landlord which is not paid when due shall bear interest at twelve percent (12%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Tenant hereunder.

(d) Time. Time is of the essence.

(e) Captions. Paragraph and subparagraph captions are not a part hereof.

(f) Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

(g) Notices. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

If to Landlord: City of Columbus Commons Board
c/o Mayor
123 Washington Street
Columbus, IN 47201

If to Tenant: Columbus Downtown, Inc.
Attn.: _____
Columbus, IN 47201

Such addresses may be changed by either party by written advice as to the new address given as above provided.

(h) Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so

accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

(i) Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

(j) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(k) Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

(l) Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Indiana.

18. Mortgages, Lease Subordination, Non-Disturbance and Attornment. This Lease may, at Landlord's election, be subordinated to a mortgage, and Tenant agrees to execute, upon request, any additional instrument to evidence subordination of this Lease and, in addition thereto, an Estoppel Certificate if required by the mortgagee, provided, however, that any such subordination is conditioned upon such mortgage containing a "Nondisturbance Agreement." The term "Nondisturbance Agreement" as used herein shall mean an agreement or provision in any mortgage on the premises which is binding upon the mortgagee and which contains an acknowledgment of the validity of this Lease by the mortgagee and a provision requiring the mortgagee to provide for the continuation of this Lease and a prohibition against such mortgagee disturbing the Tenant's tenancy and right as provided in the Lease, so long as Tenant is not in default hereunder and the time allowed to Tenant under this Lease to cure any default has not expired. In the event that Landlord shall default in the payment of any installments due or any other obligation under any mortgage now or hereafter placed upon the premises for which Landlord has defaulted and failed to obtain a Nondisturbance Agreement or if the mortgagee fails to honor the same, Tenant shall have the right, at its option, to make any such payment as may be necessary to cure such defaults and shall be entitled to deduct the amount of such payments from any sums due Landlord under this Lease. Notwithstanding the foregoing, Tenant is under no obligation whatsoever to cure any default of Landlord under any mortgage.

Tenant hereby agrees to recognize any subsequent owner of the premises as the Landlord under this Lease the same as if no transfer of ownership had occurred.

19. Options to Renew. Tenant shall have the options to renew this Lease for three successive additional terms of five (5) years (each, a "Renewal Term"), if:

(a) Notice exercising the option is given by Tenant to Landlord not later than ninety (90) days prior to the expiration of the original Term or prior Renewal Term, as the case may be;

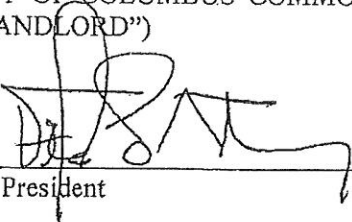
(b) Tenant is not at the time of exercise of such option in default under any of the terms and conditions of this Lease; and

(c) this Lease has not been terminated during the Base Term or any prior Renewal Term.


All covenants and agreements of this Lease applicable to the original Term shall apply with like force and effect during any Renewal Term, except where inapplicable or where the context otherwise indicates.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 1st day of February, 2011, and if this Lease is executed in counterparts, each shall be deemed an original.

CITY OF COLUMBUS COMMONS BOARD
("LANDLORD")

By: 
President

COLUMBUS DOWNTOWN, INC.
("TENANT")

By: 
Printed: Ann G. DeVore
Title: Pres. C.D.I.

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Fred L. Armstrong and by me known to be the President of the City of Columbus Commons Board who acknowledged the execution of the foregoing "Lease" on behalf of said Commission.

WITNESS my hand and Notarial Seal this 1st day of February, 2011

Teresa Henderson
Notary Public
Teresa Henderson
(Printed Signature)

My Commission Expires: March 11, 2011
My County of Residence: Bartholomew

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

Before me, a Notary Public in and for said County and State, personally appeared Ann G. Devore and by me known to be the President of Columbus Downtown, Inc., who acknowledged the execution of the foregoing "Lease" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 1st day of February, 2011.



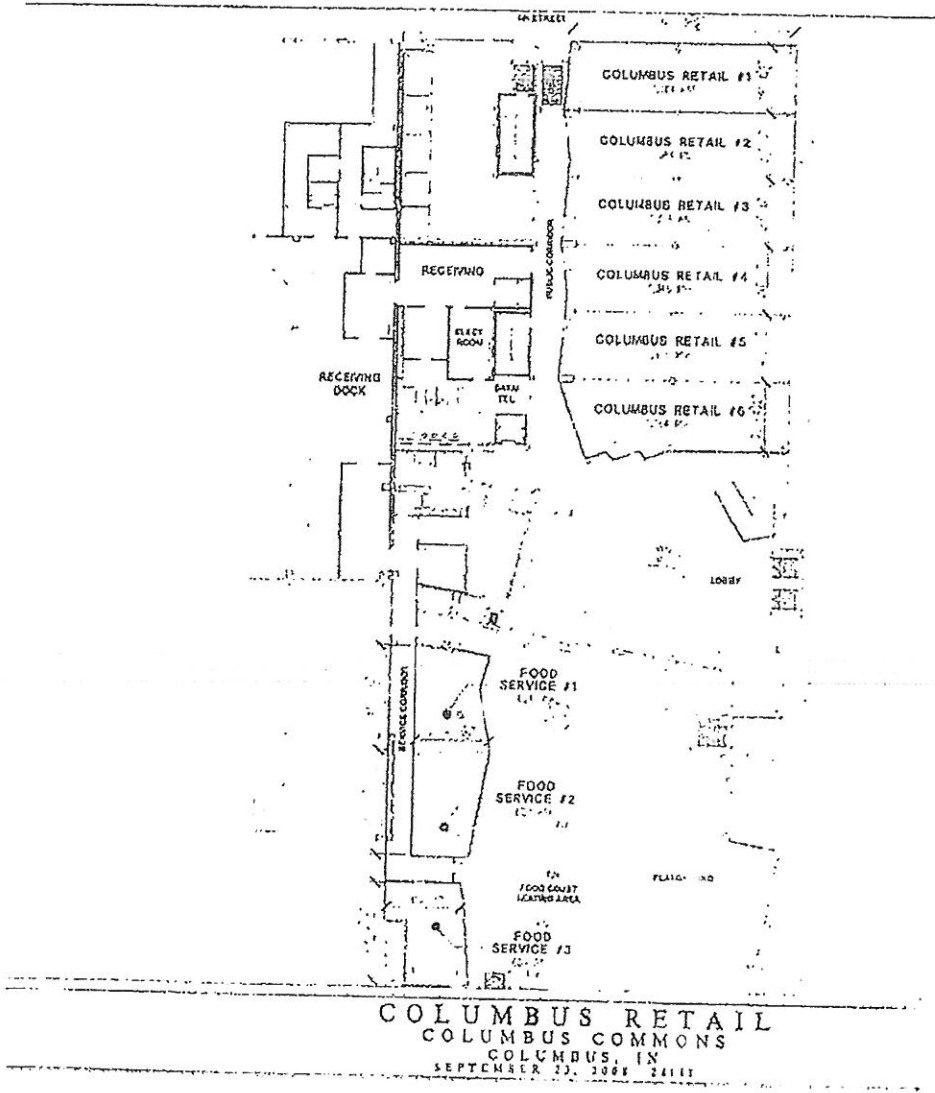
Lori N. Fouts
Notary Public
Lori N. Fouts
(Printed Signature)

My Commission Expires: 2/11/2015
My County of Residence: Bartholomew

EXHIBIT A

[LEGAL DESCRIPTION OF LEASED PREMISES]

Lot 2A – Third Replat of Redevelopment Project as recorded in Plat Book R, page 173C, Bartholomew County Recorders Office, Columbus, Indiana. Parcel ID: 03-95-24-340-001.300-005 as further described in Exhibit A attached hereto and incorporated herein by reference, and more particularly described in the attached diagram referring to Columbus Retail #1 through #6 and Food Service #1 through #3 including attached clarifications labeled as “Floor Plans for Commons Retail Space and Food Court” (the “Premises”)



FLOOR PLANS FOR COMMONS RETAIL SPACE AND FOOD COURT

1. Seating in the Food Court area to be provided by the Commons Board.
2. Electrical and Communication conduits (4") have been provided to each Food Court area from the Building electrical and Data/Telephone rooms. (2) 4" electrical and (2) 4" communications conduits are provided to the overall Retail area. Electrical conduit for retail has also been provided from electrical transformer in service area to building electrical room. All panels and wiring are responsibility of the tenants.
3. The design plan of the Food Court counter and frontage, including signage is subject to review and approval by reviewed by the Commons Board.
4. (1) Exhaust duct shaft has been provided for the Food Court areas and locations for (2) exhaust duct routes have been provided for the Retail area tenants. Exhaust duct and roof penetrations are the responsibility of the tenant and must be coordinated with the building architect.
5. A Service Corridor and Receiving dock access has been provided for the Food Court areas.
6. Access to the building Receiving area and Receiving Dock from the Retail areas is through the Public Corridor. It will be the responsibility of the Retail tenant(s) to keep the Public Corridor clean.
7. The Retail service access doors shall be on the Public Corridor. The opportunity for a secondary public access, including storefront design, should be considered. Final design shall be reviewed and approved by the Commons Board.
8. Retail signage on Washington Street and 4th Street will be reviewed and approved by the Commons Board and the City of Columbus. Retail signage exposed to the Lobby will be reviewed and approved by the Commons Board.
9. All Interior build-out of the retail and food court tenant areas will include all interior design, including floor slabs.
10. Water, gas and sanitary connections have been provided to all tenant areas. Retail area connections will need to be coordinated or extended depending on which areas are built-out first.