

THE PEOPLE'S OVERLAY

A Plain-Language Guide to What We're Proposing and Why

Columbus, Georgia · June 2026

This document explains The People's Overlay in plain language. It covers what the ordinance does, why each provision matters, and how it differs from the Chamber of Commerce version. A separate document contains the full legal text. Both have been submitted to the Columbus city attorney's office and to every member of the City Council.

PART ONE

What Is The People's Overlay?

It's a complete alternative zoning ordinance — written by Columbus residents, for Columbus residents — that allows data centers to be built in Columbus but requires real protections that the Chamber of Commerce version leaves out.

Before any data center can be built in Columbus, the City Council must pass a new zoning law called a Technology Overlay Ordinance. That law sets the rules: how big the facility can be, how loud it can be, what chemicals it can use, and what financial commitments the developer must make to the city.

The Columbus Chamber of Commerce hosted a committee that spent two months writing a proposed version of that ordinance. We read it carefully. We consulted independent research, PSC filings, utility company testimony, and the documented experiences of communities that have already lived through data center development. And we found serious gaps.

So we wrote our own version. We call it The People's Overlay.

Our ordinance uses the same legal structure as the Chamber version. It amends the same sections of Columbus's Unified Development Ordinance. It is ready for the city attorney to review and for the City Council to consider. The difference is what's inside it.

The People's Overlay does NOT ban data centers. It does not oppose technology or economic development. It establishes the minimum conditions under which a data center can be built in Columbus without leaving residents exposed to risks the Chamber version ignores.

PART TWO

What's Wrong with the Chamber Version?

The Chamber committee did genuine work in some areas — particularly on noise standards. But their document has six significant gaps. Each one is a place where Columbus residents bear a real risk that the Chamber ordinance simply doesn't address.

Gap 1: No Guaranteed Minimum Revenue

The biggest projected benefit of Project Ruby is \$68.7 million per year in property taxes. But that projection is based on today's unusually high computer chip prices — driven by the global AI boom. Chip prices have crashed before, many times, and they will again.

When chip prices fall, data center hardware is worth less. When it's worth less, the property tax bill drops — automatically, with no warning. There is no floor. There is no guaranteed minimum. Columbus could be counting on \$68 million and receive \$30 million instead, while every city expense stays exactly the same.

The Chamber ordinance contains no Payment in Lieu of Taxes (PILOT) clause — no contractual guarantee of a minimum annual payment regardless of what happens to chip prices. Choose Columbus has publicly admitted that without a formal incentive agreement, the city cannot require the developer to meet any financial commitments.

What this looks like in practice

In 2021, chip prices were near historic highs. By 2023, they had fallen more than 50% as new manufacturing capacity came online. A Columbus data center

assessed at \$500 million in 2026 could be assessed at \$250 million in 2029 — with no legal recourse for the city.

Gap 2: No Reclamation Bond

If a developer builds an 865-acre industrial facility and then walks away — due to bankruptcy, changing market conditions, or any other reason — who cleans it up?

Under the Chamber ordinance: Columbus does. There is no requirement for the developer to post a reclamation bond — money held in reserve to cover the cost of demolishing buildings, removing equipment, and restoring the land. Quarries, landfills, and power plants all require reclamation bonds. A \$5 billion data center apparently does not need one.

The Chamber committee acknowledged this gap but declined to recommend a bond, saying "no other jurisdiction currently requires" one for projects of this size. That is exactly backward. The lack of a precedent is an argument for Columbus to lead — not to follow.

Gap 3: A Noise Buffer That Doesn't Work for the Actual Noise

The Chamber committee spent more time on noise than any other single topic. They brought in field measurements. They explained carefully that data centers produce two kinds of sound: regular sound (measured in dBA — the standard), and low-frequency vibration (measured in dBC — the chest-rumble hum you feel near a transformer).

They explicitly concluded that walls and berms — the standard mitigation tools — are largely ineffective against dBC noise. They cited a developer in Atlanta who spent \$5 million on a sound barrier that did nothing for the actual complaint.

And then they recommended a 200-foot buffer anyway — and admitted their dBC enforcement standard is the part they're "least sure about getting right on the first try."

Their justification was geometry: on a small 50-acre site, a 500-foot setback burns too much buildable land. But the Project Ruby site is 865 acres. The geometry is completely different. On a parcel that size, a 500-foot external buffer consumes a modest share of the total land and provides meaningful sound attenuation through distance — the one mitigation tool that actually works for low-frequency noise.

Gap 4: PFAS in the Cooling System

The Chamber ordinance says data centers must use a closed-loop cooling system — not an evaporative one that wastes millions of gallons of water. That's the right idea. But then it lists 'immersion cooling' as an explicitly permitted technology.

Here's the problem: two-phase immersion cooling systems use PFAS-based dielectric fluids — the same 'forever chemicals' that Columbus Water Works is currently spending \$200 million to remove from our drinking water. Chemours and other manufacturers actively market these fluids for data center cooling.

The Chamber FAQ then states: 'PFAS is not a known component of data center cooling chemistry.' That statement and the permitted technology list cannot both be true. The correct answer is that PFAS risk depends entirely on which cooling fluid the operator chooses — which is exactly why the ordinance should require fluid identification at permitting, not at discharge. Our version does this. The Chamber version does not.

Columbus Water Works is currently soliciting bids for a \$200 million PFAS treatment program at the Fort Benning Water Treatment Plant and the North Columbus Water Resources Facility. The bid deadline was June 4, 2026 — one day after this ordinance was submitted. This is not an abstract concern. It is an active, expensive, ongoing city infrastructure problem.

Gap 5: No Limit on How Many Data Centers Can Be Built on This Land

Project Ruby will occupy about 130 acres of an 865-acre parcel. The remaining 735 acres stay in the developer's hands. Under the Chamber ordinance, any 75-acre or larger tract on that parcel can apply for data center development through the standard rezoning process.

Once the power substation is built, the water mains are in, the sewer lines are extended, and the access roads are paved — all paid for in connection with Phase 1 — the marginal cost of building the next data center on adjacent land drops dramatically. Every community that has approved one data center has faced exactly this dynamic.

Northern Virginia went from a cluster to 600 facilities. Newton County, Georgia went from one Meta campus to nine additional applicants in a few years. The Chamber ordinance contains no mechanism to prevent this in Columbus. Our version requires a binding site-wide megawatt cap, recorded as a deed restriction on the entire parcel, from the moment the first project is approved.

The math on what's possible

Project Ruby: ~130 acres, 4 buildings, 600–900 MW Remaining land: ~735 acres
Potential additional campuses at same density: 5–6 Potential aggregate power demand at full buildout: 3,000–5,400 MW For reference: Georgia uses roughly 17,000–18,000 MW at peak demand statewide.

Gap 6: Columbus Negotiating Alone Against a Fortune 500 Legal Team

Every protective provision in the Chamber ordinance ultimately depends on the Development Agreement — a contract between the developer and Columbus that locks in the specific commitments. That agreement hasn't been written yet. It will be negotiated after the overlay passes.

On one side of that negotiation: Columbus city staff and the city attorney's office. On the other side: the outside legal counsel of Microsoft, Meta, Google, Amazon, or Apple — whoever the unnamed operator turns out to be.

The Chamber ordinance says nothing about legal resources for Columbus in that negotiation. Our version requires the developer to fund independent outside legal counsel specifically for Columbus's use in negotiating the Development Agreement. This is standard practice in major industrial agreements. It is conspicuously absent from the Chamber draft.

PART THREE

What The People's Overlay Actually Does

Here is each major provision of our ordinance explained in plain language, with an explanation of why it matters.

A Purpose Statement

Our ordinance opens by stating six explicit goals: protecting city revenue, protecting ratepayers, protecting water quality from PFAS, protecting neighbors

from noise, preventing unplanned clustering, and ensuring Columbus can actually enforce what it agrees to.

Why it matters: *The Chamber ordinance's purpose section simply encouraged data center siting. Our version creates a legal record that protective intent was the council's goal — giving courts and future councils a basis to interpret any ambiguous terms in the city's favor.*

B Definitions — Owner Parcel and Site-Wide Megawatt Capacity

We define two new terms that don't exist in the Chamber version. 'Owner Parcel' means all land under common ownership — not just the specific building site. 'Site-Wide Megawatt Capacity' means the total power draw across all buildings on that entire parcel.

Why it matters: *Without these definitions, each data center building is evaluated in isolation. With them, the council can consider the full cumulative impact of every building on the 865-acre site before approving any individual one.*

C 500-Foot Residential Setback

No data center building, generator, cooling equipment, or electrical substation can be located within 500 feet of any residential property line on the outer boundary of the full parcel. Within that buffer, a 200-foot vegetated screen is required.

Why it matters: *The Chamber version requires only 200 feet from the building line — not the parcel boundary. On an 865-acre site, that's a very different standard. The 500-foot setback provides meaningful attenuation of low-frequency noise through distance, which is the one tool that actually works.*

D No PFAS Cooling Fluids — Required at Permitting

Our ordinance explicitly prohibits all fluorinated fluids in any cooling system on the site — including PFAS, HFCs, PFCs, and any compound on the EPA PFAS list of concern. The developer must certify the specific cooling fluid by trade name and chemical composition before any building permit is issued.

Why it matters: *Requiring disclosure at permitting — before construction — is the only way to prevent PFAS-based cooling from being installed. Waiting until the facility is operational and discharging to the sewer is too late. Columbus Water Works is spending \$200 million on PFAS remediation right now.*

E Full Water Demand Study Required

Before any permit, the developer must submit a water demand study prepared by a licensed civil engineer, projecting daily water use for each phase and for the full buildout. The study must reference comparable operating hyperscale facilities — not just startup figures.

Why it matters: *The Chamber presented 88,000–330,000 gallons per day as the site's water demand. That figure reflects a single building at startup. Google's own filings show comparable hyperscale sites using 2–3.9 million gallons per day at full operation. Columbus deserves the real number.*

F Binding Minimum Annual Payment (PILOT)

The Development Agreement must include a legally binding annual minimum payment to Columbus — a floor that does not change regardless of chip prices, hardware depreciation, or tax exemption thresholds. The minimum is set based on normalized long-term chip prices, not peak-AI-era valuations, and must cover the city's annual debt service on any infrastructure bonds tied to the project.

Why it matters: *Without a PILOT, Columbus has no guaranteed revenue. Every dollar of projected tax income is exposed to global semiconductor market volatility. The PILOT is the single most important financial protection in our ordinance.*

G Franchise Fee Guaranteed in Writing

The 4% franchise fee on the data center's electricity use must be contractually guaranteed for the full term of the Development Agreement — not subject to renegotiation if the operator changes or the facility changes hands.

Why it matters: *The franchise fee is the most stable revenue stream in the deal because it is tied to power consumption, not chip prices. Making it contractually permanent protects it from being renegotiated away in future Development Agreement revisions.*

H Reclamation Bond

Before any land disturbance permit is issued, the developer must post a reclamation bond — sized by an independent engineer — sufficient to fully demolish the buildings, remove equipment, and restore the entire 865-acre site if the project is abandoned. The bond must be maintained for five years after operations cease.

Why it matters: *Standard practice for quarries, landfills, and power plants. Not required by the Chamber ordinance. Without it, Columbus has no financial protection if the project fails mid-construction or the operator goes bankrupt.*

I Developer Funds Independent Legal Counsel for Columbus

The city must retain independent outside legal counsel — at the developer's expense — specifically to negotiate the Development Agreement. The city attorney's office cannot conduct that negotiation alone.

Why it matters: *Columbus city staff negotiating against the outside legal team of Microsoft, Meta, Google, Amazon, or Apple is not a fair arrangement. This provision levels the playing field at the moment when all the binding commitments are set.*

J Site-Wide Megawatt Cap — Recorded as a Deed Restriction

At the time of first approval, the Development Agreement must establish a binding cap on the total megawatt capacity for the entire 865-acre Owner Parcel. That cap is recorded as a deed restriction — meaning it survives any change in ownership, operator, or council. Expanding beyond the cap requires a completely new rezoning application through the full public process.

Why it matters: *A deed restriction is the only mechanism that reliably prevents a future council — one whose budget depends on Phase 1 and Phase 2 revenue — from rubber-stamping Phase 3 and Phase 4. Once it's in the deed, it cannot be quietly negotiated away.*

K Master Site Plan for the Full 865 Acres

As a condition of first approval, the developer must submit a Master Site Plan showing the maximum number and footprint of all contemplated data center buildings, the aggregate power demand, total projected water use, employment projections, and the intended use of the remaining land. This plan becomes part of the Development Agreement — any material deviation requires a new application.

Why it matters: *Without a Master Site Plan, Columbus approves Phase 1 without knowing what Phases 2 through 6 look like. The Master Site Plan is the only way to make an informed decision about the full impact of what is being approved.*

L Developer Funds a Dedicated Compliance Position

The developer must fund a dedicated data center compliance position within Columbus's Inspections and Code department for the duration of operations — staffed to conduct monthly sampling reviews, quarterly third-party analyses, and unannounced inspections. Funding adjusts annually with inflation.

Why it matters: *Every enforcement provision in any ordinance is worthless without the staff to enforce it. The Chamber ordinance creates enforcement tools but never asks who is doing the enforcing or where the resources come from. This provision answers that question.*

M Noise Enforcement with Real Consequences

Our ordinance raises the daily fine for noise violations from \$1,000 to \$5,000 and adds a hard 60-day deadline — after which continued non-compliance automatically triggers civil action including potential revocation of the certificate of occupancy.

Why it matters: *\$1,000 per day is less than two seconds of revenue for a \$5 billion facility. It creates no meaningful compliance incentive. \$5,000 per day with a hard civil-action deadline actually gets the operator's attention.*

N Generator Emissions Linked to Air Permits

Our ordinance links backup generator testing to the operator's EPD air quality permits and requires annual reporting to the city on total generator runtime. The Chamber version only addresses testing schedules.

Why it matters: *In Northern Virginia — the world's largest data center market — diesel generator emissions have become a documented regional air quality problem. State regulators there are now tightening rules that nobody thought to require when the first projects were approved. Columbus has the opportunity to avoid that mistake.*

O Wider Notification for Rezoning Applications

Any rezoning application under the overlay must notify all property owners within 500 feet of the site (up from 300 feet in the Chamber version), plus written notification to the governing bodies of all counties within one mile of the parcel boundary.

Why it matters: *Harris and Talbot county residents live next to this site and bear its noise and environmental impacts without any vote in Columbus proceedings. Written notification to their county governments is the minimum acknowledgment of that reality.*

PART FOUR

Side by Side: Ours vs. Theirs

This table compares The People's Overlay to the Chamber of Commerce version on every major point of difference.

Issue	Chamber Version	The People's Overlay
Minimum annual revenue guarantee	None. No floor on tax revenue if chip prices fall.	Required. Binding PILOT clause tied to normalized chip prices and city debt service.
Reclamation bond	Not required. Committee declined to recommend one.	Required. Sized by independent engineer to cover full site remediation.
Residential setback	200 feet from building line.	500 feet from Owner Parcel boundary with 200-foot vegetated screen.
PFAS / cooling fluid	PFAS asserted not a concern. Immersion cooling permitted without fluid specification.	Fluorinated fluids explicitly prohibited. Fluid ID required at permitting, before construction.
Water demand disclosure	330,000 gal/day cited (single building, startup figure).	Full-campus demand study required, referenced to comparable operating hyperscale sites.
Noise fine	\$1,000 per day.	\$5,000 per day with 60-day hard deadline before certificate of occupancy revocation.
Cumulative development cap	Not addressed. Each application evaluated individually.	Site-wide megawatt cap required at first approval, recorded as deed restriction.
Future expansion	Development Agreement 'shall address' a cap — no binding requirement.	Binding cap in deed. Expansion beyond it requires a new public rezoning process.

Issue	Chamber Version	The People's Overlay
Generator emissions	Testing schedule only.	Generator runtime linked to EPD air permits with annual city reporting.
Notification radius	300 feet.	500 feet, plus written notice to counties within 1 mile.
Enforcement staffing	Not addressed.	Developer funds dedicated city compliance position for duration of operations.
City legal counsel	Not addressed.	City retains independent outside counsel at developer's expense for Development Agreement negotiation.
Master Site Plan	Not required.	Required for entire 865-acre Owner Parcel at time of first application.

PART FIVE

What We're Asking the Council to Do

We are not asking the Columbus City Council to reject Project Ruby or to oppose data center development. We are asking for three things:

- 1. Give The People's Overlay a formal first reading** — place it on the agenda alongside the Chamber version so the Council and the public can compare the two approaches side by side.
- 2. If a formal first reading is not possible before June 9** — delay the vote until The People's Overlay can receive a proper hearing at a fully noticed meeting.
- 3. At minimum** — incorporate the PILOT clause, the reclamation bond, the PFAS fluid prohibition, and the site-wide megawatt cap into the Chamber ordinance before second reading.

The Bottom Line

Columbus is being asked to approve a zoning framework that will govern data center development on an 865-acre parcel for decades. The Chamber ordinance was drafted by a committee whose composition skewed heavily toward development interests. It contains no minimum revenue guarantee, no reclamation bond, no PFAS prohibition, and no limit on how many data centers can eventually be built on the same land.

The People's Overlay fixes every one of those gaps. It deserves a hearing.

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