

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEIGHBORWORKS COLUMBUS AND  
COLUMBUS CONSOLIDATED  
GOVERNMENT**

1. Parties. This Memorandum of Understanding (“MOU”) is made and entered into on this 26<sup>th</sup> day of May, 2026 (“Effective Date”), by and between COLUMBUS CONSOLIDATED GOVERNMENT, hereafter called “the Recipient,” whose address is 1111 1st Avenue, Columbus, GA 31901, and COLUMBUS HOUSING INITIATIVE, INC. dba NEIGHBORWORKS COLUMBUS, hereafter called “the Sub-recipient,” whose address is 345 6th Street, GA 31901. Recipient and Sub-recipient are collectively referred to as the “Parties”.

2. Contract. This MOU is bound by the conditions and requirements listed in the OneGeorgia Rural Workforce Housing Initiative Award packet dated March 19, 2026, hereafter referred to as the “Contract.” The Contract contains six sections: a letter of congratulations (Exhibit A), an award determination letter (Exhibit B), a “Statement of OneGeorgia Equity Fund General Conditions (Exhibit C),” a “Statement of Special Conditions (Exhibit D),” and a “OneGeorgia Equity Fund Approved Budget (Exhibit E), and Zoning Conditions (Exhibit F).”

3. Funding. The source of funding for this engagement is the OneGeorgia Rural Workforce Housing Initiative Award made by DCA to the Columbus Consolidated Government under the terms of the Contract (the “Award Funds”). The parties acknowledge that awarded institutions of the state of Georgia are prohibited from pledging the credit of the state of Georgia. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate without further obligation.

4. Purpose. The purpose of this MOU is to define the preliminary terms and conditions of the use of the Award Funds for the construction of infrastructure associated with the Newman’s Crossing subdivision, which is to contain 62 affordable, single-family workforce housing units (the “Units”), to be located at 988 Farr Road, Columbus, GA, 31906 and to be developed by Sub-recipient (the “Development”). The Award Funds shall be used for site preparation and the construction of water and sewer lines and facilities, streets, and flood and drainage improvements (collectively the “Infrastructure Improvements”). Sub-recipient agrees to construct the Units for sale at no less than \$125,000 and no greater than \$290,000. The proposed activity is funded through the following sources:

OneGeorgia Equity Fund: \$2,500,000

Fort Benning Technology Park TAD Fund: \$2,952,000

NeighborWorks Capital: \$1,500,000

5. Term of MOU. This MOU shall be effective immediately upon execution by all duly authorized representatives of the Parties hereto and shall remain in full force and effect until the earlier of December 31, 2028 or the date the construction of the Infrastructure Improvements is completed.

6. Responsibilities of Parties. The Recipient shall be responsible for administering the OneGeorgia award in compliance with the Contract and all local, state and federal laws.

Additional Recipient responsibilities include the following:

- A. Verification of appropriate expenditures, submit drawdowns, and reports to appropriate entities.
- B. Maintain accounting records in accordance with the *Uniform Chart of Accounts for Local Governments in Georgia*, as mandated under state law (O.C.G.A. § 36-81-3).
- C. Submit an annual financial audit conducted in accordance with Generally Accepted Government Auditing Standards that covers all or part of the award period, to include a Source and Application of Funds Schedule and a Project Cost Schedule for all OneGeorgia funds.

By signature hereto, the Sub-recipient acknowledges that it has received an executed copy of the Contract and shall assume and be responsible for its obligations under the Contract, directly administering the OneGeorgia award in compliance with the Contract and all local, state and federal laws. In addition, the Sub-recipient shall have the responsibility of procuring, planning, designing, and supervising the construction of the Infrastructure Improvements. The estimated cost of all proposed infrastructure, including the Infrastructure Improvements, and construction of the 62 Units is \$17,267,348.00. The Sub-recipient shall assume monetary obligation for all aspects of this MOU and the Recipient shall not be held liable for any direct funding for the Development. The Sub-recipient must cover the balance of funding for any cost overruns for the Infrastructure Improvements that exceed the Award Funds. The Sub-recipient shall manage and maintain the Infrastructure Improvements through the completion of the Development.

Additional Sub-recipient responsibilities include the following:

- A. Retain documentation for which the funding was used, for a minimum of fifteen (15) years from the date of the issuance of a Certificate of Occupancy for the newly constructed Units to include infrastructure and documentation ensuring

affordability was met.

- B. Comply with the Environmental Policy Act (O.C.G.A. § 12-16-1 et seq.) as it relates to all land disturbing activity, obtain plan and specification approval from the Georgia Environmental Protection Division as required, and obtain all pertinent permits (e.g., soil disturbance, erosion control, etc.) from the Columbus Consolidated Government as needed.
- C. Certify that no conflicts of interest exist in regard to the Development.
- D. Comply with the requirements of O.C.G.A. §50-36 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611.
- E. Comply with the requirements of O.C.G.A. § 13-10-91 under Article 3 entitled “Security and Immigration Compliance.”
- F. Comply with the zoning conditions approved in Ordinance 24-070 by the Columbus Consolidated Government City Council on December 17, 2024.
- G. Provide access to all applicable records for DCA/Recipient inspection.
- H. Meet with the Recipient and DCA staff to ensure compliance/progress, upon request.
- I. Provide accurate and timely progress reports to Recipient every six months in accordance with DCA’s bi-annual performance reporting format.
- J. Issue bid documents, and ensuring bid documents and contract documents meet local, state, and federal regulations and contain necessary language to satisfy all applicable requirements.
- K. Submit for DCA/ Recipient's approval the final executed copies of the bid specifications and tabulations and contract(s), including a copy of the executed contract, Bid bond, Performance bond, and Payment bond, for the Development prior to the drawdown of funds.
- L. If the scope of work changes in relationship to the approved budget or Pro Forma, the Sub-recipient must inform the Recipient and receive approval from DCA before moving forward with change orders.

## 7. General Provisions

- A. Amendments. Either Party may request changes to this MOU. Any changes,

modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. Any and all legal disputes among the parties shall be brought in the Superior Court of Muscogee County, Georgia, and the parties agree to the venue and jurisdiction of such court.
- C. **Entirety of Agreement.** This MOU, consisting of seven (7) sections, represents the entirety of the agreements between the Parties concerning the Contract and use of the Award Funds and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect; provided, however, the Parties shall make good faith attempts to agree upon terms in replacement of such unenforceable terms..
- E. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- F. **Limitation of Liability.** The Recipient shall not be held liable for any allegation that a qualified contractor's performance infringes or violates a third party's rights, including proprietary information and non-disclosure rights, or any intellectual property rights. Neither party shall be held liable for claims arising solely from the acts, omissions, or negligence of the other party.
- G. **Termination.** This MOU may be terminated for convenience of either party upon delivery of thirty (30) days written notice of intent to do so, signed by a duly authorized representative of either party; or by operation of law.

In the event of termination of this MOU for any reason, the Subrecipient will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms related to this Agreement.

- H. Default. If there is an event of default, the non-defaulting party shall provide written notice thereof requesting that the breach or noncompliance be remedied within ten (10) days from the date of such notice. If the breach or noncompliance is not remedied by such date, the non-defaulting party may immediately terminate this MOU, in whole or in part, without additional written notice.
- I. Default Repayment. If an event of default by Sub-recipient is not remedied by the date provided in the default notification, the Sub-recipient shall remit the total amount of the Award Funds received from the Recipient no later than forty-five (45) days after the date of the notification letter. Should the Sub-recipient fail to remit the total amount of the award to the Recipient in a timely manner, the Recipient shall have the right, in its sole discretion, to impose all remedies available at law or equity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party, by its respective officers authorized so to do, have executed this MOU as of the Effective Date.  
AGREED:

**COLUMBUS CONSOLIDATED GOVERNMENT**

By: \_\_\_\_\_

B. H. "Skip" Henderson III, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Lindsey Mclemore, Clerk of Council

Date: \_\_\_\_\_

**OFFICIAL SEAL:**

**COLUMBUS HOUSING INITIATIVE, INC.**

By: \_\_\_\_\_

Kimberly Poole, President & CEO

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Brian P. Kemp**  
Governor

**Christopher  
Nunn**  
Commissioner



**GEORGIA DEPARTMENT  
of COMMUNITY AFFAIRS**

March 19, 2026

Ms. Kimberly Mitchell  
Columbus Consolidated Government  
1111 1<sup>st</sup> Avenue  
Columbus, GA 31901

Re: OneGeorgia Rural Workforce Housing Initiative Award # 26wh-MCR- 5-5312

Dear Kimberly:

Congratulations on the selection of your project as a recipient of a OneGeorgia Equity Rural Workforce Housing Initiative Award. These funds in the amount of \$2,500,000 have been approved to assist with the construction of infrastructure improvements to assist with the development of workforce housing units. As discussed in our site visit, the infrastructure improvements and the housing construction/sales should be completed within the 30-month award period.

Enclosed are the Statement of Award, Statement of General Conditions, Statement of Special Conditions, and Approved Budget that have been placed on the award drawdown forms, and signature cards along with instructions. You will receive a link for the acceptance of the award to be used in the administration of your project. Please access these documents electronically to print copies of each for the Authority's file. Please note your acceptance of these contract documents makes you responsible for adherence to all grant requirements.

After careful study of both Statement of Conditions, please acknowledge your acceptance by signing the Statement of Award, Statement of General and Special Conditions, Approved Budget, W-9, Authorization Agreement for Automatic Deposits, and the signature card. Once signed, executed copies of each statement, W-9, Authorization Agreement for Automatic Deposits, and the signature card must be uploaded in GrAAM. Please maintain an executed copy of each document for your records. There is also a copy of the Agreement to Provide Independent Audit Report to be signed and uploaded in GrAAM. The grant award does not become effective until we receive all of these executed copies.

If you have any questions in regard to this grant, please do not hesitate to call Gina Webb, OneGeorgia Director, at 404-387-1429 or Rebecca White at 404-782-2394.

Sincerely,

G. Christopher Nunn

cc: Rebecca White, DCA

60 Executive Park South, NE | Atlanta, GA 30329-2231 | 404-679-4940 | [dca.georgia.gov](http://dca.georgia.gov)

An Equal Opportunity Employer



## Award Notification Letter

**Dear Kimberly Mitchell,**

Congratulations! This is to inform you that your application is now awarded.

**Project:** Newman's Crossing

**Program:** (OGA) OneGeorgia Rural Workforce Housing Fund FY26

**Notification Date:** 03/27/2026

**Approval Date:**

**Approved Amount:** \$2,500,000.00

**Federal Awards:** No federal funds were included in this award.

**Other Awards:**

- ORG0285 (OGA) OneGeorgia Rural Workforce Housing Fund FY26: \$2,500,000.00
  - Agency: OneGeorgia Authority
  - Fiscal Year: 2026

**Total Other:** \$2,500,000.00

**Total Match:** \$2,952,000.00

**Period of Performance:** 03/19/2026 - 09/19/2228

**Award/Contract Number:** 26wh-MCR-5-5312

**Ein:** 58-1097948



Statement of OneGeorgia Rural Workforce Housing (Equity Fund) General

Recipient: Columbus Consolidated Government

Award Number: 26wh-MCR-5-5312

1. Unless otherwise stated, upon approval of the OneGeorgia Authority, up to 90% of the total award may be drawn down as soon as the award documents are properly executed, special conditions (if any) cleared, and appropriate cost documentation submitted. Draws will be processed on an as-needed basis but no more than twice per week. OneGeorgia reserves the right to withhold payment of the final 10% of the grant award until after completion of the OneGeorgia portion of the project and satisfactory submission of all interim or final reports (depending on overall project status) and copies of cancelled checks, bank statements and/or other appropriate documentation related to the OneGeorgia-funded activities of the project.
2. Recipient's internally adopted procurement procedures must meet applicable state and local requirements (e.g., HB 1079). The procedures will be adhered to and proper documentation shall be maintained in the program file so as to document such adherence.
3. Drawdowns for construction costs and/or professional services shall be disbursed to the recipient subject to OneGeorgia's approval of copies of vendor invoices or paid invoices, properly completed drawdown forms and, if applicable, properly completed certification forms (e.g. AIA or similar). If force-account labor is used, recipient shall provide cost documentation that is certified by the appropriate local government official. This information should include, but not be limited to, the number of labor and/or machinery hours and their hourly rates. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
4. Drawdowns for machinery and/or equipment shall be disbursed to the recipient based on approved unpaid or paid vendor invoices. All invoices must show the recipient as the "bill-to" entity or else be accompanied by secondary documentation (e.g., bill of sale) that indicates title to and ownership of the subject machinery and/or equipment has been transferred to the recipient. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
5. Drawdowns for land acquisition must demonstrate the acquisition cost (e.g., purchase option and/or sales contract). Within 45 days of drawdown, documentation evidencing the land acquisition (i.e., executed settlement statement and a properly recorded deed evidencing the recipient's fee simple title to the land) must be forwarded to the OneGeorgia Authority. If the land was acquired with interim financing, the recipient must submit evidence of secured interim financing (i.e., executed loan papers). In such a case, within 45 days of drawdown, the recipient must provide OneGeorgia with evidence that the interim financing has been paid off (i.e., satisfied or paid promissory note and release of any security interest in the land) and a copy of the recorded deed evidencing the recipient's fee simple title to the land.
6. The recipient agrees to provide for the balance of funding for any cost overruns that exceed award amount.
7. The recipient certifies that all assets financed with OneGeorgia funds will be publicly owned property and that appropriate documentation evidencing such ownership will be available for OneGeorgia review.
8. The recipient certifies that before engaging in any land-disturbing activity and before acquiring real property, it will comply with the Environmental Policy Act (O.C.G.A. § 12-16-1 et seq.) and any other applicable laws and regulations.
9. The recipient certifies that the project is in compliance with the applicable local government's Comprehensive Plan, as approved by the State, is consistent with the applicable community's adopted Service Delivery Strategy and is in compliance with the State's rules governing Developments of Regional Impact. Furthermore, the appropriate local government is a Qualified Local Government as certified by the State.

Date of Acceptance:

4/17/26

*[Handwritten Signature]*

Authorized Signature

Mayor

Title (typed)

Berry H. "Skip" Henderson III

Name (typed)

**Georgia Department of Community Affairs**  
**Statement of OneGeorgia Rural Workforce Housing (Equity Fund) General**

Recipient: Columbus Consolidated GovernmentAward Number: 26wh-MCR-5-5312

10. Where applicable, the recipient agrees to obtain approval from the Georgia Environmental Protection Division for the project's plans and specifications as required. The recipient also agrees to obtain all pertinent permits (e.g. soil disturbance, erosion control, etc.).
11. The recipient certifies that no applicable state laws, rules, regulations or applicable local ordinances shall be violated in carrying out this project and expending OneGeorgia funds.
12. The recipient certifies that no conflicts of interest exist with regard to this project. For more information about what constitutes a conflict of interest, consult the OneGeorgia Recipient's Manual.
13. The recipient certifies that without limitation of any other condition, OneGeorgia funds shall not be used to pay the cost of entertainment. Entertainment costs are defined as: "costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities." This definition includes meal/beverage expenses incurred for meetings which could reasonably have been conducted at a place of business and which did not require the provision of a meal.
14. All applications as well as supporting documentation submitted to the OneGeorgia Authority shall be subject to the provisions governing Georgia Open Records requests. All records pertinent to the OneGeorgia project, whether financial or programmatic, shall be maintained by the recipient for a minimum of three years from the date of formal grant close-out.
15. Local government recipients shall maintain their accounting records in accordance with the *Uniform Chart of Accounts for Local Governments in Georgia*, as mandated under state law (O.C.G.A. § 36-81-3), and all recipients shall undergo an annual financial audit conducted in accordance with Generally Accepted Government Auditing Standards. A Source and Application of Funds Schedule and a Project Cost Schedule for all OneGeorgia funds must be included in the audit report. The recipient shall submit to the OneGeorgia Authority copies of all audits that cover all or part of the award period.
16. Development Authorities with powers set forth in Chapter 62 of Title 36 of the Official Code of Georgia Annotated must adhere to O.C.G.A. § 36-62-7 and any other applicable law or regulation when selling or leasing assets funded in whole or in part with OneGeorgia funds.
17. The OneGeorgia award will remain "open" until the entire project (including activities funded by other sources) is complete. After project completion, OneGeorgia will conduct a close-out site visit of the project to determine the project's consistency with objectives and goals stated in the application. The site visit will also consist of a quantitative measure of the public benefits (e.g. jobs created, private investment). If OneGeorgia funds are used for a "soft" project (e.g. feasibility study), a copy of the OneGeorgia-funded project should be forwarded to the OneGeorgia Authority for review upon completion. If either the site visit or project review is determined to be satisfactory, an award close-out letter will be issued to the recipient.
18. The recipient will be responsible for submitting semi-annual progress reports to the OneGeorgia Authority for the term of the award. These reports are due June 30 and December 31 of each year. Recipients who are not up-to-date on their semi-annual reporting requirements may not be eligible to draw and/or receive funds from the OneGeorgia Authority.

Date of Acceptance: 4/17/26


Authorized Signature

\_\_\_\_\_  
Mayor

Title (typed)

Berry H. "Skip" Henderson III

Name (typed)

# Georgia Department of Community Affairs Statement of OneGeorgia Rural Workforce Housing (Equity Fund) General

Recipient: Columbus Consolidated Government

Award Number: 26wh-MCR-5-5312

- 19. The Recipient, by signing these Conditions, is certifying that it will comply with the requirements of O.C.G.A. § 50-36 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611, that is administered by an agency or a political subdivision of this state.
- 20. The Recipient, by signing these conditions, is certifying that it will comply with the requirements of O.C.G.A. § 13-10-91 under Article 3 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. For more information, including a link to the Homeland Security website and the I-9 Form requirements for all new employees, see the OGA Recipient Manual and Forms Page at: <https://www.dca.ga.gov/community-economic-development/funding-programs/onegeorgia-authority>
- 21. The OneGeorgia Authority expects that all assets constructed, improved and/or purchased with OneGeorgia funds will be used for the approved use for no less than five years from the award date. OneGeorgia should be contacted immediately if there is a proposed change in use. OneGeorgia will require repayment of the award in the event a facility and/or asset is converted to an ineligible use or from public ownership.
- 22. For EDGE projects only: the recipient certifies that in accordance with Section 413-2.05(6) of the EDGE regulation, it will be accountable for this state EDGE expenditure made in partial consideration of assisting the recipient in fulfilling its mission as outlined in its EDGE application, local inducement resolution and local development agreements.
- 23. The Equity and EDGE programs generally require all Special Conditions to be cleared before funds can be drawn down. **Requests for drawdown of Equity or EDGE funds must be accompanied by adequate supporting cost documentation (including approved pay request(s) and/or invoices), certified by the Authority to demonstrate local oversight, and copies provided of cancelled checks or EFT payment verification for the cost documentation being submitted. No funds will be paid without complete documentation to support the drawdown request.**
- 24. For Rural Workforce Housing Initiative projects only: The Recipient certifies that it will be accountable for the homes being sold within the price range specified in the Notice of Funding Availability. If the home/housing unit is not sold in the specified price range, the infrastructure grant is subject to repayment to the OneGeorgia Authority.
- 25. For Rural Site Development projects only: The Recipient certifies that a data center, solar farm, nor a mini-storage facility will not be located within the industrial park being funded with OneGeorgia Rural Site Development funds for a minimum of 20 years. If the community allows for any of the above-mentioned facilities to locate within the park, the infrastructure grant is subject to repayment to the OneGeorgia Authority.

Date of Acceptance: 4/17/24

  
Authorized Signature

\_\_\_\_\_  
Mayor  
Title (typed)  
Berry H. "Skip" Henderson III  
Name (typed)

### Statement of Special Conditions

Recipient Columbus Consolidated Government

Award\_No 26wh-MCR-5-5312

- 01. Prior to the drawdown of funds, the recipient must submit for OneGeorgia Authority approval final executed copies of the bid specifications and tabulations and contract(s) (includes copy of executed contract, Bid bond, Performance bond, Payment bond), for the proposed project. (Please submit all required documents at one time).
- 02. Prior to the drawdown of funds, a copy of an executed agreement between the grant recipient (city, county, or authority) and the housing developer. This agreement should state the number of housing units being built, type of housing units being built, projected sale price, and any public/private investment from each entity.
- 03. Prior to the closeout of the award, copies of the executed purchase/sales agreement between the buyer/seller need to be made available for inspection. Agreements should be able to prove than no more than one home/housing unit was sold to the same individual.

Date of Acceptance:

4/17/26



Authorized Signature

Berry H. "Skip" Henderson III

Name (typed)

Mayor

Title (typed)

**Georgia Department of Community Affairs  
OneGeorgia Rural Workforce Housing (Equity Fund)**

Recipient: Columbus Consolidated Government

Award Number: 26wh-MCR-5-5312

Activity Code		Activity Budget
G70-1101-I	Site Preparation	\$325,000
G70-1401-I	Water	\$550,000
G70-1402-I	Sewer	\$700,000
G70-1405-I	Streets	\$475,000
G70-1404-I	Flood and Drainage	\$450,000
<b>Budget Total</b>		<b>\$2,500,000</b>

**Project Description**

The Columbus Consolidated Government proposes to use \$2,500,000 in OneGeorgia Rural Workforce Housing Initiative Funds to construct the necessary sewer, water, road, and drainage improvements necessary for Newman's Crossing, located on 18 acres. NeighborWorks of Columbus plans to construct 62 single-family homes within the development. The total infrastructure project costs are \$5,452,000 for infrastructure improvements. The Columbus Consolidated Government is contributing to the total project costs through the TAD, and NeighborWorks of Columbus is also contributing towards the remaining infrastructure costs.

Date of Acceptance: 4/17/24

  
Authorized Signature

Berry H. "Skip" Henderson III  
Name (typed)

Mayor  
Title (typed)

**ORDINANCE**

**NO. 24-070**

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **988 Farr Road** parcel # 089-022-002) from General Commercial (GC) Zoning District to Single Family Residential – 4 (SFR4) Zoning District with conditions.

**THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS AS FOLLOWS:**

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from General Commercial (GC) Zoning District to Single Family Residential – 4 (SFR4) Zoning District with Conditions with conditions:

“All that lot, tract or parcel of land lying, situate and being in Land Lot 126, Coweta Reserve, Muscogee County, Georgia, and containing 17.0 acres, more or less, as shown on a map or plat recorded in Plat Book 48, folio 152, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, more particularly described as follows:

To find the true point of beginning, commence at the point where the North margin of Old Cusseta Road intersects the West margin of Farr Road, and run thence along said West margin of Farr Road North 00 degrees 46 minutes East, a distance of 242.96 feet to a point; thence continue along said West margin North 00 degrees 08 minutes East, a distance of 1160.19 feet to a point; thence South 89 degrees 52 minutes East, a distance of 50.0 feet to a point on the East margin of Farr Road, said point being the POINT OF BEGINNING; thence along the East margin of Farr Road, on a bearing of North 00 degrees 08 minutes East, a distance of 70.47 feet to a point; thence in a northwesterly direction along the curving eastern margin- of Farr Road (said curve having a radius of 692.76 feet and central angle of 46 degrees 27 minutes) a distance of 561.62 feet to a point at the end of said curve; thence North 46 degrees 35 minutes East, a distance of 130.25 feet to the beginning of a curve with radius of 492.99 feet and central angle of 49 degrees 47 minutes; thence along said curve a distance of 154.69 feet to a point; thence South 89 degrees 52 minutes East, a distance of 694.29 feet to a point; thence South 00 degrees 08 minutes West a distance of 784.85 feet to a point, and thence North 89 degrees 52 minutes West a distance of 1098.19 feet to the point of beginning.

Together with all those lots, tracts or parcels of land situate, lying and being in Land Lot 126 of the Coweta Reserve as is more particularly described on a map or plat entitled "SURVEY OF PART OF LAND LOT 126, COWETA RESERVE, which map or plat was prepared by Hobbs, Smith & Assoc. Inc., and is dated February 3, 1981, as revised on March 18, 1988, as recorded in Deed Book 5523, Page 228, in said Clerk's Office. The parcels herein conveyed are denominated as Parcel "B", 17,500 square feet, and Parcel "C", 6,895 square feet on said map or plat, to which reference should be made for the exact metes and bounds description of said Parcels "B" and "C" herein conveyed.

The above described property is all of the property conveyed by Farr Development Corporation to Jerry B. Newman by Warranty Deed dated May 14, 1988 and recorded in Deed Book 2957, Page 352 in the office of the Clerk of Superior Court of Muscogee County, Georgia.

The address of said property is 988 Farr Road, Columbus, Georgia 31907. The Muscogee County Tax Map Parcel ID is 089 022 002."

## Section 2.

The above-described property shall be rezoned subject to the following conditions:

1. Minimum lot size of 5,000 square feet.
  2. Maximum density of 8.71 dwelling units per acre.
  3. Maximum lot coverage of 45%.
  4. Minimum lot width of 42 feet.
  5. Minimum side yard setback on corner lot of 15 feet.
  6. Minimum rear yard setback of 20 feet.
  7. Allow a roll back type curb and gutter or valley type gutter.
  8. 25-foot street width measured from face of curb to face of curb.
-

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 10th day of December 2024; introduced a second time at a regular meeting of said Council held on the 17th day of December 2024 and adopted at said meeting by the affirmative vote of nine members of said Council.

Councilor Allen	voting	<u>YES</u>
Councilor Chambers	voting	<u>YES</u>
Councilor Cogle	voting	<u>YES</u>
Councilor Crabb	voting	<u>YES</u>
Councilor Davis	voting	<u>YES</u>
Councilor Garrett	voting	<u>YES</u>
Councilor Hickey	voting	<u>YES</u>
Councilor Huff	voting	<u>YES</u>
Councilor Thomas	voting	<u>ABSENT</u>
Councilor Tucker	voting	<u>YES</u>

Sandra T. Davis  
Clerk of Council

B. H. "Skip" Henderson, III  
Mayor

This ordinance submitted to the Mayor for his signature, this the 19th day of December, 20 24  
Sec: 3-202 (1)

  
Clerk of Council

This is to certify that the caption of this ordinance was published in the Columbus Ledger on the 20th day of December, 20 24. The full text is available for public inspection in the Clerk of Council's Office. Sec: 3-206

  
Clerk of Council

This ordinance received, signed by the Mayor at 12:12 P.M. on the 19th day of December 20 24, and became law at said time received and became effective at 12:00 noon the following day.

Sec: 3-202 (2)   
Clerk of Council