



Action Requested/Required:

- Vote/Action Requested
 - Discussion or Presentation Only
 - Public Hearing
- Report Date: 2/19/26
Hearing Date: _____
Voting Date: 3/5/26

Department: Community Development **Presenter(s) & Title:** Kevin Turner
Community Development Director

Agenda Item Title:

Discussion and possible action to engage Kimley-Horn and Associates, Inc., for the City of Canton's Unified Development Code update in the amount of \$115,000.00.

Summary:

The City of Canton's Unified Development Code was originally adopted by ordinance in 2014. Since then, numerous amendments and changes have been made to the UDC, resulting in a document in need of streamlining and clarification. To this end, staff requested Kimley-Horn and Associates, Inc., produce a cost proposal for the review and update of the City's UDC. This proposal includes project management and communication; data collection; review and analysis; and a presentation of the report and findings.

Budget Implications:

Budgeted? Yes No N/A

Total Cost of Project: Check if Estimated

Fund Source: General Fund Water & Sewer Sales Tax Other:

Staff Recommendations:

Staff recommends City Council approve the request to engage Kimley-Horn and Associates, Inc., for the City of Canton's Unified Development Code update.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

- 1. Agenda Cover Sheet
- 2. Kimley-Horn and Associates, Inc., Letter of Engagement



February 20, 2026

Mr. Kevin Turner, AICP
City of Canton
110 Academy Street
Canton, GA 30114

Re: Work Authorization - Request for Qualifications/Proposals for 66114-26-RFP-111: Professional Community Planning Services for City of Canton Unified Development Code Review

Dear Mr. Turner:

On behalf of the entire Kimley-Horn team, we appreciate the opportunity to partner with the City on the review and assessment of the Unified Development Code (“UDC” or “Project”). Attached for your consideration is a Work Authorization to provide the Review consistent with our RFP Response including Cost Proposal. Based on our understanding and as identified in the RFP, Kimley-Horn will review and assess, create the blueprint for future amendments, and partner with the City to achieve consensus on the recommendations (Phase 1). Phase 1 is understood to provide the initial assessment of the UDC which provides an opportunity to check what is working, what is not/needs improvement, what is or may be missing, and how to incorporate the Canton 2045: Comprehensive Plan. This phase is focused on data and analysis, review of the City’s previous applications, review of interpretations and variances that may have been issued, and also providing an independent third party review from our team.

Kimley-Horn will provide the City with a detailed scope of services which further refines the language provided in our Proposed Approach and as provided per the Cost Proposal page. We will work with the City to finalize the agreement and will also include contractual provisions for the City’s review and approval upon approval of the Work Authorization.

The proposed budget for these services is \$115,000 based on our billing rates and scope of services including the UDC Chapters per the City’s revised RFP (Attachment B). The fees provided assume the City will provide the Standard Details in Chapter 112 for review; however, it is understood Kimley-Horn will not revise or amend the Standard Details and or drawings associated with the Engineering Chapters as part of Phase 1. Drawings, studies, and or (capacity) analysis or similar are not included in this Fee. The fee represents an understanding of the scope as anticipated by the City and may be modified upon mutual agreement with the City including the understanding of the scope and time (schedule) considerations. A Preliminary Schedule is provided in Attachment C..

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NOTIFICATION

The primary contact concerning interpretation of the terms of the consulting agreement and in support of the services to be provided by Kimley-Horn, including the scope of services as set forth on Attachment A, shall include the following:

For Kimley-Horn:

B. Kelley Klepper, AICP
Vice-President
Kimley-Horn and Associates, Inc.
1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309
Kelley.Klepper@Kimley-Horn.com

Kevin Turner, AICP
Community Development Director
City of Canton
110 Academy Street
Canton, GA 30114
kevin.turner@cantonga.gov

We appreciate the opportunity to perform this service for you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



B. Kelley Klepper, AICP
Vice President

KK\lag

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Approved By:
City of Canton

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A

OUTLINE SCOPE OF SERVICES

This outlined scope of services is related to Kimley-Horn's review and assessment of the UDC, creating the blueprint for future amendments, and partnering with the City to achieve consensus on the recommendations (Phase 1). Phase 1 is understood to provide the initial assessment of the UDC which provides an opportunity to check what is working, what is not/needs improvement, what is or may be missing, and how to incorporate the Canton 2045: Comprehensive Plan. This phase is focused on data and analysis, review of the City's previous applications, review of interpretations and variances that may have been issued, and also providing an independent third party review from our team. The outline scope of services and corresponding fees provided assume the City will provide the Standard Details in Chapter 112 for review; however, it is understood Kimley-Horn will not revise or amend the Standard Details and or drawings associated with the Engineering Chapters as part of Phase 1. Drawings, studies, and or (capacity) analysis or similar are not included in this Fee.

The Major Tasks associated with this include the following:

Task 1: Project Management and Communication

- A. Notice to Proceed (NTP) and Kick-Off Meeting (Review of project with key City staff, identify data and analysis needs, and understand key comments and considerations.
- B. B-Weekly Project Team Meetings (Regularly scheduled Project Review Meetings with City staff)
- C. Summit on the Future (this Summit is to review the project, discuss preliminary findings, and solicit early thoughts and opinions from Council members. The Summit is typically a workshop setting to allow for ideas and discussions from the Council members and provide them with the opportunity to provide feedback and guidance on some of the earliest findings from our team).

Task 2: Data Collection (Coordinate with City staff to obtain available information for review for Task 3).

Task 3: Review and Analysis

- A. Current Regulations Review
- B. Code Analysis
- C. Past Planning Efforts
- D. Best Practices and Benchmark Report (Written evaluation of Kimley-Horn's findings from Tasks 3A-3C).

Task 4: Presentation of Report and Findings (present its findings from the benchmark report to the City assumed to be one presentation to the City Council)

ATTACHMENT B

COST PROPOSAL

TASK	DESCRIPTION	FEE
Task 1	Project Management and Communication	24,000.00
	NTP/Initial Kick-off Meeting and Community Tour	
	PIP Plan Development (Includes one revision per staff input)	
	Summit on the Future	
	Website Information (Duration of Project)	
	Bi-weekly Meetings (Assumes 12-14 Meetings)	
Task 2	Data Collection	16,000.00
Task 3	Review and Analysis	56,000.00
Task 4	Presentation of Report and Findings	19,000.00
	TOTAL	115,000.00

ASSUMPTIONS

The stated fees by task are estimates and fees may be adjusted within the respective tasks assuming the total fee provided is not exceeded.

Draft fees are subject to review and consideration by the City of Canton and Kimley-Horn, including Development Code Chapters per the City's revised RFP. The fees provided assume the City will provide the Standard Details in Chapter 112 for review; however, it is understood Kimley-Horn will not revise or amend the Standard Details and or drawings associated with the Engineering Chapters as part of Phase 1. Drawings, studies, and or (capacity) analysis or similar are not included in this Fee. The fee represents an understanding of the scope as anticipated by the City and may be modified upon mutual agreement with the City including the understanding of the scope and time (schedule) considerations.

ATTACHMENT C
PROJECT SCHEDULE

	Month																			
Task Description	1	2	3	4	5	6	7	TBD												
Task 1																				
A. Notice to Proceed and Kickoff Meeting	▶ ★																			
B. Bi-weekly Project/Progress Review Meetings with staff	●	●	●	●	●	●	●	●	●	●										
C. Summit on the Future		◆																		
Task 2																				
Data Collection		■	■																	
Task 3																				
A. Current Regulation Review			■	■	■	■	■	■	■	■										
B. Code Analysis				■	■	■	■	■	■	■										
C. Past Planning Efforts/ Client Needs					■	■	■	■	■	■										
D. Benchmark Report						■	■	■	■	■										
Task 4																				
Presentation of Report and Findings																				
Future Phases—Code Update and Amendments*																				

*Future phases include: Code Outline, Code/Chapters Update, Public and Community Outreach, Code Development/Final, and Code Adoption

Key

- ▶ Notice to Proceed
- ★ Kickoff Meeting
- Individual Meeting
- ◆ Summit on the Future
- Additional Data Collection
- ◆ City Council Presentation

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.