



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 5/14/2026

**File ID:** TMP-6934

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the mayor to enter into an agreement between The City of Huntsville, Huntsville Utilities, City of Madison, Madison Utilities, Madison County, and Athens-Limestone GIS Consortium for the payment of funds relating to the USGS 3DHP.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: N/A

**Finance Information:**

**Account Number:** 1000-74-74200-515370-00000000-

**City Cost Amount:** \$ 30,000

**Total Cost:** \$ 100,000

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A

**District:** District 1  District 2  District 3  District 4  District 5

**Additional Comments:** The funds are for a US Geological Survey 3D Hydrography Program also known as "USGS 3DHP", titled North Central Alabama 3DHP.



**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement between Huntsville Utilities, City of Madison, Madison Utilities, Madison County, Athens-Limestone GIS Consortium, and the City of Huntsville, Alabama, for payment of funds relating to the US Geological Survey 3D Hydrography Program titled North Central Alabama 3DHP, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between The City of Huntsville, Huntsville Utilities, City of Madison, Madison Utilities, Madison County, and Athens-Limestone GIS Consortium for the payment of funds relating to the USGS 3DHP," consisting of a total of five (5) pages, and the date of May 14, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 14th day of May, 2026.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 14th day of May, 2026.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE,  
HUNTSVILLE UTILITIES, CITY OF  
MADISON, MADISON UTILITIES,  
MADISON COUNTY, AND ATHENS-  
LIMESTONE GIS CONSORTIUM FOR  
THE PAYMENT OF FUNDS  
RELATING TO THE USGS 3DHP**

STATE OF ALABAMA    )  
  )  
COUNTY OF MADISON    )

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as “Huntsville”), Huntsville Utilities (hereinafter referred to as “HU”), the City of Madison, Alabama, a municipal corporation (hereinafter referred to as “Madison”), Madison Utilities (hereinafter referred to as “MU”), Madison County, Alabama, a political subdivision of the State of Alabama (hereinafter referred to as “the County”), and Athens-Limestone GIS Consortium (hereinafter referred to as “ALG”) (collectively referred to herein as the “Parties”) for the payment of certain funds relating to a US Geological Survey 3D Hydrography Program titled North Central Alabama 3DHP. The Parties hereby agree as follows:

**STATEMENT OF BACKGROUND AND INTENT**

- A. The Parties have each previously committed to jointly participating in the funding of US Geological Survey 3D Hydrography Program titled North Central Alabama 3DHP by executing a 3DHP-D: Validation of Proposed Funding Partners form.
- B. The North Central Alabama 3DHP project was subsequently recommended for funding by the United States Department of the Interior, U.S. Geological Survey in a letter dated December 9, 2025.
- C. As part of the approvals required for the North Central Alabama 3DHP project, the Parties must enter into a Joint Funding Agreement, Inter-Agency Agreement, or other similar agreement to provide for the full amount of funding for the project to be committed to the USGS prior to the issuance of a GPSC Task Order.

**WITNESSETH**

**NOW THEREFORE**, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

**1. Agreement to Provide Funding**

The amount of funding the parties have previously committed to contribute is as follows:

City of Huntsville	\$30,000
City of Madison	\$15,000
Huntsville Utilities	\$15,000
Athens-Limestone GIS Consortium	\$15,000
Madison County	\$15,000
Madison Utilities	\$10,000

HU, Madison, MU, the County, and ALG shall pay the amounts respectively committed by each of them to Huntsville within thirty (30) days from when this Agreement is executed by all of the Parties.

Huntsville will invoice and collect all amounts committed by the other Parties. Huntsville will utilize the funds only for the purpose of the North Central Alabama 3DHP. Once all funds have been received, Huntsville shall pay the collected funds and its contribution over to the USGS in a single payment, or as otherwise directed by USGS.

## **2. Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. A Party seeking to bring an action relating to the validity, construction, interpretation and enforcement of this Agreement will institute such action in the Circuit Court of Madison County, Alabama, or in the United States District Court for the Northern District of Alabama.

## **3. Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

## **4. Miscellaneous.**

The Parties agree that the sole purposes of this Agreement are to memorialize Huntsville's role in collecting the funding for the North Central Alabama 3DHP from the other Parties and disbursing the same to the USGS for such project as well as confirming the other Parties' commitment to provide said funding to Huntsville for the funding of such project. Huntsville makes no representations, warranties, covenants, promises, or commitments of any kind whatsoever of, about, in connection with, or in any way relating to the USGS or

the North Central Alabama 3DHP other than that it will collect and disburse funds as provided for herein.

**5. All Amendments in Writing.**

No provisions in either Party's purchase orders, or in any other business forms employed by either Party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement.

**6. Third Parties.**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

**7. Non Discrimination Policy.**

In consideration of this agreement, the Parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

**8. No Assignment.**

No Party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other Party.

**9. Entire Agreement.**

The Parties have read this Agreement and agree to be bound by its terms and further agree that it constitutes the complete and entire agreement of the Parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by any Party, which are not expressly stated herein, shall be binding on such Party.

**10. Electronic Signatures.**

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

**11. Limitation of Liability.**

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **12. Mutual Representations.**

Each Party represents and warrants to the other Party that: (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable laws in connection with the its obligations under this Agreement, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the effect of bankruptcy, insolvency, and similar laws affecting the rights and remedies of creditors, and general equitable principles.

#### **13. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which would be deemed to be original and all of which taken together will constitute one and the same agreement.

#### **14. Further Assurances.**

The Parties shall at their own expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or perform the intent and purposes of this Agreement or to show the ability to perform the intent and purposes of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date last written below.

**CITY OF HUNTSVILLE, ALABAMA**

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

Tommy Battle

Its: Mayor

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

Shaundrika Edwards

Its: Clerk

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

**HUNTSVILLE UTILITIES**

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

Wes Kelley

Its: CEO and President

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

**MADISON UTILITIES**

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

Mark Bland

Its: \_\_\_\_\_

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

**CITY OF MADISON, ALABAMA**

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

Ranae Bartlett

Its: Mayor

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

Lisa Thomas

Its: Clerk

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

**MADISON COUNTY, ALABAMA**

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

Ronald "Rex" Vaughn, II

Its: Chairman

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

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

Its: \_\_\_\_\_

**ATHENS-LIMESTONE GIS CONSORTIUM**

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

Jackson Miller

Its: \_\_\_\_\_

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

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

Attest: \_\_\_\_\_  
Shaundrika Edwards  
Its: Clerk

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

**HUNTSVILLE UTILITIES**

**MADISON UTILITIES**

By:  \_\_\_\_\_  
Wes Kelley

By: \_\_\_\_\_  
Mark Bland

Its: CEO and President  
Date: **03/18/2026**

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

**CITY OF MADISON, ALABAMA**

By: \_\_\_\_\_  
Ranae Bartlett  
Its: Mayor

Attest: \_\_\_\_\_  
Lisa Thomas  
Its: Clerk

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

**MADISON COUNTY, ALABAMA**

By: \_\_\_\_\_  
Ronald "Rex" Vaughn, II

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

Its: Chairman

Its: \_\_\_\_\_

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

**ATHENS-LIMESTONE GIS CONSORTIUM**

By: \_\_\_\_\_  
Jackson Miller

Its: \_\_\_\_\_

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







# USGS 3DHP Funding Agreement

Final Audit Report

2026-03-18

Created:	2026-03-18 (Central Daylight Time)
By:	Miranda Duke (miranda.duke@hsvutil.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC95zh_E-81jEnyochD021X6vTeBdvuAZ

## "USGS 3DHP Funding Agreement" History

-  Document created by Miranda Duke (miranda.duke@hsvutil.org)  
2026-03-18 - 2:03:13 PM CDT - IP address: 52.154.51.38
-  Document emailed to Wes Kelley (wes.kelley@hsvutil.org) for signature  
2026-03-18 - 2:04:06 PM CDT
-  Email viewed by Wes Kelley (wes.kelley@hsvutil.org)  
2026-03-18 - 5:39:34 PM CDT - IP address: 136.53.14.12
-  Agreement viewed by Wes Kelley (wes.kelley@hsvutil.org)  
2026-03-18 - 5:39:52 PM CDT - IP address: 136.53.14.12
-  Document e-signed by Wes Kelley (wes.kelley@hsvutil.org)  
Signature Date: 2026-03-18 - 5:40:11 PM CDT - Time Source: server- IP address: 136.53.14.12
-  Agreement completed.  
2026-03-18 - 5:40:11 PM CDT

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

Attest: \_\_\_\_\_  
Shaundrika Edwards  
Its: Clerk

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

**HUNTSVILLE UTILITIES**

By: \_\_\_\_\_  
Wes Kelley

Its: CEO and President

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

**MADISON UTILITIES**

By: Emory DeBord  
Emory DeBord

Its: General Manager

Date: 4/6/26

**CITY OF MADISON, ALABAMA**

By: \_\_\_\_\_  
Ranae Bartlett  
Its: Mayor

Attest: \_\_\_\_\_  
Lisa Thomas  
Its: Clerk

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

**MADISON COUNTY, ALABAMA**

By: \_\_\_\_\_  
Ronald "Rex" Vaughn, II

Its: Chairman

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

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

Its: \_\_\_\_\_

**ATHENS-LIMESTONE GIS CONSORTIUM**

By: \_\_\_\_\_  
Jackson Miller

Its: \_\_\_\_\_

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

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

Attest: \_\_\_\_\_  
Shaundrika Edwards  
Its: Clerk

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

**HUNTSVILLE UTILITIES**

**MADISON UTILITIES**

By: \_\_\_\_\_  
Wes Kelley

By: \_\_\_\_\_  
Mark Bland

Its: CEO and President

Its: \_\_\_\_\_

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

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

**CITY OF MADISON, ALABAMA**

By: Ranae Bartlett  
Ranae Bartlett  
Its: Mayor

Attest: Lisa Thomas  
Lisa Thomas  
Its: Clerk

Date: April 16, 2026

**MADISON COUNTY, ALABAMA**

By: \_\_\_\_\_  
Ronald "Rex" Vaughn, II

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

Its: Chairman

Its: \_\_\_\_\_

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

**ATHENS-LIMESTONE GIS CONSORTIUM**

By: \_\_\_\_\_  
Jackson Miller

Its: \_\_\_\_\_

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

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

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

Attest: \_\_\_\_\_  
Shaundrika Edwards  
Its: Clerk

**HUNTSVILLE UTILITIES**

By: \_\_\_\_\_  
Wes Kelley

Its: CEO and President

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

**MADISON UTILITIES**

By: \_\_\_\_\_  
Mark Bland

Its: \_\_\_\_\_

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

**CITY OF MADISON, ALABAMA**

By: \_\_\_\_\_  
Ranae Bartlett  
Its: Mayor

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

Attest: \_\_\_\_\_  
Lisa Thomas  
Its: Clerk

**MADISON COUNTY, ALABAMA**

By:   
Ronald "Rex" Vaughn, II

Its: Chairman

Date: 5/6/2024

Attest:   
Its: County Attorney

**ATHENS-LIMESTONE GIS CONSORTIUM**

By: \_\_\_\_\_  
Jackson Miller

Its: \_\_\_\_\_

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

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

Attest: \_\_\_\_\_  
Shaundrika Edwards  
Its: Clerk

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

**HUNTSVILLE UTILITIES**

**MADISON UTILITIES**

By: \_\_\_\_\_  
Wes Kelley  
Its: CEO and President

By: \_\_\_\_\_  
Mark Bland  
Its: \_\_\_\_\_

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

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

**CITY OF MADISON, ALABAMA**

By: \_\_\_\_\_  
Ranae Bartlett  
Its: Mayor

Attest: \_\_\_\_\_  
Lisa Thomas  
Its: Clerk

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

**MADISON COUNTY, ALABAMA**

By: \_\_\_\_\_  
Ronald "Rex" Vaughn, II  
Its: Chairman

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

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

**ATHENS-LIMESTONE GIS CONSORTIUM**

By: Jackson Miller 4/1/2020  
Jackson Miller

Its: Project Management Agent

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