

**CITY OF JOPLIN  
COUNCIL AGENDA ITEM**

**ITEM**

Council Bill 2021-007 - Authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

**MEETING DATE**

August 2, 2021

**ORIGINATING DEPT**

City Attorney

**ATTACHMENTS**

CB2021-007; Exhibit A: Memorandum of Understanding and Agreement

**REVIEWED BY**

Refer Edwards, City Attorney; Leslie Haase, Finance Director; David Hertzberg, PW Director; Troy Bolander, Director Planning, Development & Neighborhood Services; Nick Edwards, City Manager.

**SUMMARY**

This Council Bill authorizes the City to enter into an agreement with Integrated Roadways, LLC, for the purpose of developing a smart infrastructure program.

**BACKGROUND**

Integrated Roadways, LLC, has developed "Smart Pavement," which is precast concrete paving slab with embedded fiber optic sensors and wired LAN. The Developer has also developed "Smart Pavement Control Centers," which are multi-rack unit, environmentally controlled roadside equipment cabinets housing servers, routers, power systems, and other IT and ITS equipment.

This MOU is an umbrella understanding under which the parties will undertake activities to facilitate the development of a smart infrastructure program and coordinate the implementation of the smart infrastructure program in the public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers.

The cost of installation, maintenance, and operation of the Smart Pavement and Smart Pavement Control Center Project shall be borne by the Developer and the City in a mutually agreeable manner. This MOU does not in any way obligate the City to appropriate or expend any funds.

**FUNDING SOURCE**

N/A

**RECOMMENDATION**

Staff recommends adoption of this Council Bill on first reading.

JLP

**SMART INFRASTRUCTURE PROGRAM  
MEMORANDUM OF UNDERSTANDING**

This Smart Infrastructure Memorandum of Understanding (this "MOU") is entered into as of \_\_\_\_\_, \_\_\_\_\_, between the **CITY OF JOPLIN, MISSOURI**, a Missouri Municipal Corporation (the "City"), and **INTEGRATED ROADWAYS, LLC**, a Missouri limited liability company, and its successors and assigns (the "Developer"). The City and Developer may each be referred to herein as a "party" and collectively as the "parties."

**RECITALS**

A. Developer desires to implement a smart infrastructure program in the City that will utilize smart infrastructure that demonstrates new, live-traffic setting technologies.

B. The City desires to leverage technology and upgrade essential infrastructure in order to improve the quality of life of its citizens and desires to assist Developer in implementing a smart infrastructure program in the City.

In consideration of the mutual assurances and agreements contained in this MOU, and for other good and valuable consideration, the parties agree as follows:

**THE TECHNOLOGY**

The Developer has developed "Smart Pavement," which is a precast concrete paving slab with embedded fiber optic sensors and wired LAN. Smart Pavement merges the fast construction, long operating life, modularity, and low life-cycle cost of ownership of precast pavement with the emerging technology needs to support connected, electric, autonomous vehicles, and municipal "Smart City" and "Smart Infrastructure" objectives.

The Developer has also developed "Smart Pavement Control Centers," which are multi-rack unit, environmentally controlled roadside equipment cabinets housing servers, routers, power systems and other IT and ITS equipment. The Control Centers provide an on-site host for data collection, local processing for interpreting the data, and an internet uplink for cloud hosting to display data to any compatible device.

**PURPOSE**

The City is committed to improving and enhancing the safety and efficiency of its transportation system through the use of technology. This MOU is an umbrella understanding under which the parties will undertake activities to facilitate the development of a smart infrastructure program and coordinate the implementation of the smart infrastructure program in the public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers. The Smart Pavement and Smart Pavement Control Centers will be connected by fiber interconnects and backhaul, all of which shall be located in mutually agreeable areas to be determined by future agreements.

This MOU will give the parties the opportunity to investigate the best and most efficient way to implement a smart infrastructure program in the City. This MOU does not represent a commitment on behalf of either party to pursue any specific project. The scope, timing and other terms of the smart infrastructure program will be set forth in a Master Implementation Agreement to be negotiated between the City and the Developer at a later date if the parties, after further investigation, mutually desire to implement a smart infrastructure program.

### **USE OF THE PUBLIC RIGHT-OF-WAY**

Implementation of the smart infrastructure program will require that Developer be given access to and use of public right-of-way. The terms and conditions of Developer's access to public right-of-way shall be set forth in one or more Smart Infrastructure Public Right-of-Way Licenses to be negotiated between the City and the Developer. Each license shall grant Developer a non-exclusive license to occupy, place and maintain Smart Pavement, Smart Pavement Control Centers and associated facilities in certain City infrastructure located in the public right-of-way. No installation may begin until the parties have entered into a license agreement.

### **OWNERSHIP**

Ownership of the Smart Pavement, Smart Pavement Control Centers and associated infrastructure, technologies and data shall remain with the Developer, the specific terms of which will be negotiated between the City and the Developer.

### **ADDITIONAL AGREEMENTS**

The City acknowledges that Developer intends to offer additional smart-infrastructure physical technologies over time. The parties shall work together to roll out additional technologies in a manner acceptable to the City. Any such deployment and installation of additional services shall require additional agreements between Developer and City and shall be subject to all applicable City, state and federal regulations.

The parties agree that Developer shall have exclusive rights to provide smart-infrastructure technologies similar to the Smart Pavement and Smart Pavement Control Centers within the City for a period of three years from the date of this MOU. This paragraph shall not be construed as applying to any smart signal technologies that the City may deploy unless the smart signal technology utilizes technology similar to Smart Pavement. In the event no agreements between the City and Developer are reached within one year from the date of this Agreement, the three (3) year exclusivity period will expire at that time.

The City and Developer will cooperate on any joint publicity and public relations initiative related to any announcements regarding this MOU.

**PROJECT COSTS**

The cost of installation, maintenance and operation of the Smart Pavement and Smart Pavement Control Center Project shall be borne by the Developer and the City in a mutually agreeable manner. The parties intend to apply for federal, state and/or local grant funding for emerging transportation technologies to offset project costs. This MOU does not in any way obligate the City to appropriate or expend any funds, although the governing body of the City may decide to appropriate or spend funds in the future.

**TERM**

The parties shall in good faith attempt to negotiate and execute a definitive agreement providing for the implementation of smart infrastructure within one year from the execution of this MOU. This MOU shall terminate on the first to occur of the execution of a definitive agreement between the parties or the one-year anniversary date of this MOU.

**ASSIGNMENT**

The City acknowledges that Developer may assign its rights and obligations under this MOU to an affiliate of Developer or an entity set up for the specific purpose of implementing the smart infrastructure project within the City.

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the day and year first above written.

**CITY OF JOPLIN, MISSOURI,**  
a Missouri Municipal Corporation

By: \_\_\_\_\_  
Nicholas Edwards,  
City Manager

[SEAL]

ATTEST:

\_\_\_\_\_  
Barbara J. Gollhofer, City Clerk

**INTEGRATED ROADWAYS, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_  
Managing Member

COUNCIL BILL NO. 2021-007

ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by a \_\_\_\_\_ vote.

\_\_\_\_\_  
Ryan D. Stanley, Mayor

ATTEST:

\_\_\_\_\_  
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter C. Edwards, City Attorney