

AMENDMENT TWO
TO THE FY2022 TRANSPORTATION ALTERNATIVES PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF MILLS

- 1. Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Mills (Subrecipient), whose address is: P.O. Box 789, Mills, Wyoming 82644.

- 2. Purpose of Amendment.** This Amendment shall constitute the second amendment to the agreement between WYDOT and the subrecipient. The purpose of the Amendment is to:
 - a.) Identify the new scope of work.
 - a. The original Agreement, dated January 14, 2022, set forth the respective relationships and responsibilities of the Subrecipient and WYDOT in the administration of the Wyoming Transportation Alternatives Program for a total agreement amount of two hundred fifty thousand dollars (\$250,000.00) with a scope of work identified in the original agreement 4.A.(i) Project Description. The City of Mills is designing a three-mile-long, ten foot wide multi-use asphalt pathway from the city owned riverfront property to the Robertson Road corridor.

Attachment of the original agreement map is attached to this document as attachment A.

- b. A modification to the original scope of work, which initially planned for a trail connection to the riverfront terminus. The revised alignment would instead redirect the pathway to follow Robertson Road, providing an alternative transportation route that connects to Poison Spider Road and ultimately to Pendell Boulevard. Utilizing the Robertson Road starting point through the new park connecting to the City of Casper.

From Pendell Boulevard, a short deviation—utilizing portions of the originally proposed route—would link the Fresca property to Freden Park. From Freden Park, the trail would continue along Pendell Boulevard and cross Wyoming Boulevard at the signalized intersection. This crossing offers a safe and accessible route for pedestrians, as opposed to the original route which proved to pose significant safety concerns for pedestrian traffic due to putting them in path that would encounter heavy truck traffic. The trail would then

proceed along Pendell ending at Noreen Kilmer Park connecting with the existing City of Casper/Platte River Trails network, providing a continuous link between Mills and Casper. This new scope of work provides an access point to the City of Casper trail as well as an anticipated trail connection adjoining Mills to the Casper trail from Robertson Road providing the successful connectivity of trails to cities.

That portion of the original trail which was to run along the south edge of Lot 26 of the Freden Addition as the 3.5' of Lot 26 and which intersected in the original proposed plat with that portion of the trail to run under the WAPA powerline from Fossil Butte Street to Badger Lane, shall continue to do so but with the westerly terminus of that section of the trail being Badger Lane and the easterly terminus of that section of the trail being where the trail intersects Lot 1, Sage Addition to the City of Mills. This section of trail will now be connected with the main trail by way of a route that will go north on Fossil Butte Street where it intersects this portion of trail, to Freden Blvd, and then north easterly to where it meets the western boundary of Freden Park, and then up that western boundary to join the rest of the trail at Pendell Blvd. This shall serve as a major feeder route for the trail by intersecting a significant residential area that would otherwise not be served by the trail.

Map of new scope of work is attached as B

3. **Term of the Amendment.** This amendment shall commence upon the date the last required signature is affixed hereto: (Effective Date). The term of this agreement is from the effective date (Term start date) through December 31, 2025. The subrecipient's time frame to complete the work under this agreement (budget period) is from the Term start date through September 30, 2025. The period of Performance is from the term start date through December 31, 2025.
4. **Amended Responsibilities of the Subrecipient.** Responsibilities of the subrecipient have not changed.
5. **Amended Responsibilities of WYDOT.** Responsibilities of the WYDOT have not changed.
6. **Special Provisions.**
 - a. **Same Terms and Conditions.** With the exception of items explicitly delineated in this amendment, all terms and conditions of the original agreement between WYDOT and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
 - b. **Counterparts.** This amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same amendment. Delivery by the Subrecipient of an originally signed counterpart of the amendments by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

7. General Provisions.

- a. Entirety of agreement. The original agreement, consisting of eighteen (18) pages; Attachment A, project description, consisting of one (1) page; attachment B, map, consisting of two (2) pages; Attachment C, form FHWA-1273, consisting of fourteen (14) pages, attachment D, project modification letter, consisting of one (1) page; Amendment one, consisting of three (3) pages, and this Amendment Two, consisting of three (3) pages, represent the entire and integrated agreement between the parties and shall supersede all prior negotiations, representations, and agreements, whether written or oral.

- 8. Signatures.** The parties to this Amendment two, either personally or through their duly authorized representatives, have executed this amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this amendment.

The Effective Date of this Amendment is the date of the signature last affixed to this page.

ATTEST:

Caitlin Casner, Secretary
Transportation Commission of Wyoming

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

Mark Winegate, P.E.
Systems Planning Engineer

Date

ATTEST:

Sarah Osborn, City Clerk

City of Mills:

Leah Juarez, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Madison Barber, Assistant Attorney General

Date