

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING BOARD OF PROFESSIONAL ENGINEERS AND PROFESSIONAL
LAND SURVEYORS
AND
WYOMING DEPARTMENT OF TRANSPORTATION**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Board of Professional Engineers and Professional Land Surveyors (Board), whose address is: 6920 Yellowtail Rd., Suite 100, Cheyenne, Wyoming, and the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming.
2. **Purpose.** The purpose of this MOU is to clarify the policy of professional land surveying within WYDOT, as it applies to: preliminary and post-construction land surveys, right-of-way plans, legal descriptions, engineering and construction surveying and placement of highway monuments along boundaries of WYDOT rights-of-way. This MOU will apply to land surveys, right-of-way plans, engineering and construction surveys, and placement of highway monuments.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Definitions.**
 - A. "PLSS Corner" - Means any section corner or quarter section corner and any other corner in the U. S. Public Land Survey System created by subdividing land according to the rules of procedure set forth in: Federal Law, Wyoming State Statutes, Board Rules and Regulations, and the appropriate Manual of Instruction for the Survey of Public Lands of the United States.
 - B. "Land Survey Control" - Survey control established by or for WYDOT for the purpose of highway design, construction and acquisition of rights of way.
 - C. "Right-of-Way Map" - A land survey map including final contract plans showing the survey centerline and PLSS corner relationships, established right-of-way boundaries and property lines, and land survey control.
 - D. "Engineering Survey" – Means measurement by angles, distances and elevations of natural or man-made features in the air, on the surface, and in the immediate

MOU between Wyoming Board of Professional Engineers and Professional Land Surveyors
and Wyoming Department of Transportation

subsurface of the earth, within underground workings, and on the surface or within bodies of water for the purpose of determining or establishing their size, shape, topography, grades, contours or water surface and depths, setting, resetting or replacing of points to guide the location of new construction, and the preparation and perpetuation of field note records and maps depicting these features. Engineering surveys do not include the establishment or determination of easement or property boundary lines.

- E. "Highway Monuments" -A monument set by or for WYDOT and used to define highway right-of- way boundaries in the field. Such monuments are prima facie evidence of the boundaries of the right-of-way.
- F. "Corner Record" - Means a written and illustrated document describing the physical appearance of a survey monument, its accessories and ties to adjoining corners or accessories. A State of Wyoming Corner Record shall be filed on all PLSS monuments found or reestablished. If the corner and its accessories are substantially as described in an existing corner record filed in accordance with the Provisions of W.S. §§ 33-29-901 through 33-29-910, no record need be filed.
- G. "Monumented Property Corner" - Any monument or accessory which marks a property line, corner or boundary.

6. Responsibilities of Board.

- A. The Board will coordinate with WYDOT for future updates to the MOU.

7. Responsibilities of WYDOT.

- A. Notwithstanding any provision of this MOU, WYDOT shall continue to comply with all Wyoming Statutes and the Wyoming Board of Professional Engineers and Professional Land Surveyors Rules and Regulations as they apply to the practice of professional land surveying.
- B. WYDOT will continue to ensure that the following duties are performed under the supervision of a licensed Professional Land Surveyor:
 - i. Establishment of ties to PLSS corners, monumented property corners and highway monuments. The licensed Professional Land Surveyor will identify the location, relocation, establishment, or reestablishment of PLSS corners or property corners which identify land boundaries, rights-of-way or easements.

- ii. Setting of highway monuments at all changes in direction in highway right-of-way boundary lines. Highway monuments will be stamped with the appropriate identification information, date and PLS number.
 - iii. Referencing and resetting of PLSS corners, monumented property corners and highway monuments disturbed by construction. If the PLSS or property corner falls within the traffic area of a highway, WYDOT shall substantially reference the corner position with monumentation at locations assuring future perpetuation of the corner position. *See* W.S. §§ 33-29-907 and 6-3-202.
 - iv. Preparing and reviewing items pertaining to land surveying such as field notes, land corner listings, right-of-way retracements, highway monument summaries (where coordinate values are provided), right-of-way applications, reports, plats and maps. *See* W.S. § 33-29-601.
 - v. Filing of State of Wyoming Corner Records. W.S. §§ 33-29-901 through 910.
 - vi. Public documents and records prepared by WYDOT relating to land surveying.
 - vii. Final contract plans showing any land survey data shall include the signature and seal of the Professional Land Surveyor with the Right of Way Program of WYDOT.
- C. Descriptions of land prepared by WYDOT shall be related to the U.S. Public Land Survey System or appropriate Lot Corners of a Platted Lot of a Subdivision and will include a basis of bearing reference to two identifiable PLSS monuments.
- D. WYDOT will preserve existing monuments according to W.S. §§ 6-3-202.
- E. WYDOT will maintain historical data on all land surveys and right-of-way plans made by and for WYDOT.

8. General Provisions.

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, 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 Wyoming. The courts of the State of Wyoming shall have jurisdiction over any dispute arising out of this MOU between Wyoming Board of Professional Engineers and Professional Land Surveyors and Wyoming Department of Transportation

Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Entirety of Agreement.** This MOU, consisting of five (5) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- E. **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, and the parties may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The State of Wyoming, Board and WYDOT do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of 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.

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9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

WYOMING BOARD OF PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS



Shelley R. Macy, PE, Chairperson

10/7/2022
Date


WYOMING DEPARTMENT OF TRANSPORTATION



Keith Fulton, PE, Assistant Chief Engineer for
Engineering and Planning

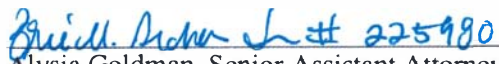
10-11-2022
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #225980

Tyler M. Renner, Supervising Attorney General
Representing: Wyoming Board of Professional Engineers
and Professional Land Surveyors

09-29-2022
Date

for:  # 225980

Alysia Goldman, Senior Assistant Attorney General
Representing: Wyoming Department of Transportation

9/28/2022
Date