



HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

HO-CHUNK NATION LEGISLATURE AUTHORIZATION FOR WISCONSIN DEPARTMENT OF TRANSPORTATION/HO-CHUNK NATION VEHICLE REGISTRATION RECIPROCAL AGREEMENT

RESOLUTION 04-21-15C

WHEREAS, on November 1, 1994, the Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Nation; and

WHEREAS, the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, pursuant to the Indian Reorganization Act of 1934; and

WHEREAS, the Legislature of the Ho-Chunk Nation ("Legislature") is the duly constituted governing body of the Ho-Chunk Nation pursuant to the Constitution of the Nation ("Constitution"); and

WHEREAS, Article V, Section 2(a) enables the Nation, through the Legislature, to make laws, including codes, ordinances, resolutions and statutes; and

WHEREAS, Article V, Section 2(i) enables the Nation, through the Legislature, to negotiate and enter into treaties, compacts, contracts, and agreements with other governments, organizations, or individuals; and

WHEREAS, Article V, Section 2(s) of the Constitution enables the Nation, through the Legislature, to promote public health, education, charity and such other services as may contribute to the social advancement of the members of the Nation; and

WHEREAS, the Wisconsin Department of Transportation ("WisDOT") and the Ho-Chunk Nation have negotiated a reciprocal agreement wherein the WisDOT and the Ho-Chunk Nation will provide reciprocity to any license plates issued by either agency under the terms of the agreement; and

WHEREAS, on behalf of the WisDOT, the Wisconsin Joint Finance Committee approved the Reciprocal Agreement on March 25, 2015; and

Executive Offices

W9814 Airport Road P.O. Box 667 Black River Falls, WI 54615
(715) 284-9343 Fax (715) 284-3172 (800) 294-9343

WHEREAS, the Reciprocal Agreement hereby attached, is intended to accept the issuance of Ho-Chunk Nation license plates within the State of Wisconsin.

NOW THEREFORE, BE IT RESOLVED that the Legislature authorizes the Nation's President or Vice-President to execute the attached Reciprocal Agreement with the Wisconsin Department of Transportation for the purpose accepting the issuance of Ho-Chunk Nation license plates.

CERTIFICATION

I, the undersigned, as Secretary of the Ho-Chunk Nation Legislature, hereby certify that the Legislature of the Ho-Chunk Nation, composed of 13 members of whom 12 constituting a quorum were present at a meeting duly called and convened and held on this 21st day of April, 2015, that the foregoing resolution was adopted at said meeting by an affirmative vote of 10 members, 1 opposed, and 1 abstaining, pursuant to the Article V, Section 2 (a) and (x) of the Constitution of the Ho-Chunk Nation approved by the Secretary of the Interior on November 1, 1994, and that the foregoing resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.

Kathleen Lone Tree-Whiterabbit
Kathleen Lone Tree-Whiterabbit, Tribal Secretary

4. 21.15
Date

**AGREEMENT BETWEEN
THE STATE OF WISCONSIN AND
THE HO-CHUNK NATION
CONCERNING RECIPROCAL MOTOR VEHICLE REGISTRATION EXEMPTIONS**

The duly authorized officials of the State of Wisconsin and the Ho-Chunk Nation, acting by and through the authorities granted to them by their respective Constitutions and laws, hereby mutually agree:

I. AUTHORITY

All understandings and agreements, oral or written, heretofore had or entered into between the parties, regarding the registration of motor vehicles, are hereby mutually rescinded.

II. DEFINITIONS

The following words as used in this agreement shall have the following meanings:

1. "Ho-Chunk Resident" – an enrolled member of the Ho-Chunk Nation who resides within Ho-Chunk jurisdiction.
2. "Wisconsin Resident" – an individual who resides within the State of Wisconsin but is not a Ho-Chunk resident.
3. "Ho-Chunk Jurisdiction" – means any tract in which any interest in the surface estate is owned by a tribe or individual Indian in trust or restricted status.
 - a. Trust or restricted land. Any tract, held in trust or restricted status.
 - b. Trust or restricted status.
 1. That the United States holds title to the tract in trust for the benefit of the Nation;
or
 2. That the Nation holds title to the tract, but can alienate or encumber it only with the approval of the United States because of limitations in the conveyance instrument under Federal law or limitations in Federal law.
 - c. "Trust land", "restricted land" or "restricted status" as used in this section shall be construed consistently with the meanings given in 25 CFR 162.101.
4. "Vehicle" – Automobile, bus, motorcycle, motor truck, truck-tractor, road-tractor, trailer, semi-trailer, moped, or motor home, or any combination thereof.
5. "Reciprocity" – means exemption from registration, from the display of license plates or reciprocity authorizations issued by the signing jurisdiction, and from payment of taxes or

fees levied against an owner or operator by reason of the operation of the vehicles, provided, however, that nothing in this agreement exempts the owner of any vehicle transporting persons or property "for hire" from compliance with any existing laws and regulations of either jurisdiction with respect to the necessity of procuring authority to operate, the filing of insurance coverage, or the payment of vehicle "permit" fees.

6. "Operator" – means a person who drives or is in actual control of a vehicle. In the event the vehicle is the subject of a lease, the lessee who is operating the vehicle and not the holder of legal title shall be considered the operator.
7. "Owner" – means the person who holds legal title of a vehicle, except if legal title is held by a secured party with the immediate right of possession of the vehicle vested in the debtor, the debtor is the owner for the purposes of this document.
8. "Place of Business" – means the place or location in either jurisdiction where the owner of a vehicle has a terminal, warehouse, office, garage, or some permanent bona fide address at which one or more employees report and perform regular and continuing services for the owner.
 - a. Except that a place of business of household goods carrier shall mean the place or location where the household goods carrier or an agent of such carrier has a terminal, warehouse, office, garage or some permanent address at which an employee reports and performs regular and continuing services for the household goods carrier or for the agent of the household goods carrier.
 - b. In case of dispute as to the existence of a place of business, the applicant for reciprocity must furnish the challenging jurisdiction proof of ownership, rental or lease of the property involved by said applicant. Proof of payment of electric and telephone bills in the name of the applicant must be submitted along with full information in regarding to employee records, including names and addresses of employees, evidence that the responsibility for wages, employment and workman's compensation insurance, as well as social security requirements have been assumed directly by the applicant. Failure to supply any of the above information upon request shall be cause for denial of reciprocal privileges on the grounds that proof of place of business has not been established.

III. RECIPROACITY

Vehicles that are owned or operated by a Ho-Chunk Resident, or by an individual with permission of that Ho-Chunk Resident, or by the Ho-Chunk Nation, and that carry a registration plate showing valid registration by the Ho-Chunk Nation, or owned by a Wisconsin Resident bearing a registration plate issued by the state of Wisconsin, shall be entitled to reciprocity in the other signing jurisdiction except as hereinafter provided. Nothing contained within this agreement shall be construed to exempt the owner or operator from registering the vehicle within one (1) of the respective jurisdictions.

IV. RECIPROCITY EXCLUSIONS

The following vehicles shall not be entitled to reciprocity:

1. Any vehicle having a gross weight greater than that for which the vehicle is registered.
2. Any vehicle owned by a resident of one signing jurisdiction who has moved to the other signing jurisdiction and has failed to apply for registration in the other signing jurisdiction or to display upon the vehicle plates issued by that other signing jurisdiction within the period required by that other signing jurisdiction.

V. RECIPROCITY EXCEPTION

An exception to the provisions of this agreement shall apply only to motor carriers of the Ho-Chunk Nation who may register their vehicles under the International Registration Plan through the State of Wisconsin if they elect to do so in order to take advantage of Wisconsin's Interstate reciprocity agreements.

VI. RIGHT TO WITHDRAW

Each jurisdiction reserves the right to withdraw, deny or suspend, by order of the duly authorized officials, all or any part of the reciprocal provisions granted pursuant to this agreement, from the owner or operator of any vehicle or fleet of vehicles operated in violation of any provision of this agreement, or operated in violation of any rules or regulations promulgated hereunder. Each jurisdiction, when withdrawing, denying or suspending the reciprocal privileges of a resident of the other signing jurisdiction, shall give written notice thereof to the resident whose privileges are withdrawn, denied, or suspended, and also to the officials of the other jurisdiction. Such notice shall include a statement of the reasons for such withdrawal, denial, or suspension. Reciprocity provided under this agreement shall remain in effect for at least 30 days after the date of the notice, or upon such later date agreed to in writing by the signing jurisdictions.

VII. FUTURE RULES & REGULATIONS

The duly authorized officials of each jurisdiction shall be authorized from time to time, to promulgate rules and regulations where necessary to effectuate the purposes of this agreement. Such rules and regulations shall be effective when accepted by the duly authorized officials of each jurisdiction, or at any other time set forth in such supplemental agreements.

VIII. AUTHORIZATION

This agreement shall become effective on a date mutually agreed on by the Secretary of the Department of Transportation and the Ho-Chunk Nation.

IN WITNESS THEREOF, the State of Wisconsin and the Ho-Chunk Nation each acting through their respective authorized and responsible officials, have executed this agreement on the date indicated.

STATE OF WISCONSIN by:

HO-CHUNK NATION by:

Mark Gottlieb, Secretary
Wisconsin Department of Transportation

Jon Greendeer, President
Ho-Chunk Nation

Dated: _____

Dated: _____

APPROVED by:

Dated: _____