

OMAHA TRIBE OF NEBRASKA

Executive Officers

Jason Sheridan, Chairman
Jerome Hamilton, Vice-Chairman
Alan Harlan, Treasurer
Dustin Griffin, Secretary



Members

Leander Merrick
Galen Aldrich, Sr.
Calvin Harlan

RESOLUTION NO. 24-60 OF THE OMAHA TRIBE OF NEBRASKA

**Re: Eric Thomsen, 1257 Highway 16, Pender, NE 68047
Exclusion from Omaha Tribe Lands**

WHEREAS: The Omaha Tribe of Nebraska is a federally recognized Indian tribe, organized under a constitution and bylaws approved by the Secretary of Interior on April 30, 1936, pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934; and

WHEREAS: pursuant to Article III, Sec.1 of the constitution of the Omaha Tribe of Nebraska, the governing body of the Omaha Tribe shall also be known as Tribal Council; and

WHEREAS: Article IV, Section 1 (c) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to approve or veto any sale, disposition, lease or encumbrance of tribal land, interest in land or other tribal assets, which may be authorized or executed by the Secretary of the Interior, the Commissioner on Indian Affairs, or any other qualified official or agency of government, providing that no reservation lands shall ever be leased for a period exceeding the (10) years, sold, or encumbered, except for governmental purposes; and,

WHEREAS: Article IV, Section 1 (j) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to safeguard and promote the economy and general welfare of the Omaha Tribe; and

WHEREAS: Article IV, Section 1 (p) of the Constitution of the Omaha Tribe of Nebraska provides the Omaha Tribal Council with the power to protect and preserve the property, wild life and natural resources of the Tribe; and

WHEREAS: The Omaha Tribal Council finds that it is in Tribe's best interest to lease certain areas of trust land for agricultural purposes; and,

WHEREAS: The Omaha Tribe Realty Department, as designee of the Omaha Tribal Council, has negotiated a lease agreements between the **Omaha Tribe of Nebraska as Lessor, Eric Thomsen as Lessee;** and,

WHEREAS: These tracts of land in current lease with the Omaha Tribe are described as follows:

T77-A – LEGAL DESCRIPTION: N ½ NW ¼ located in Section: 21, Township: 24N, Range: 10 E. of 6th PM containing approximately eighty (80) acres of which sixty-eight and one-half (68.5) acres may be cultivated for grassland.

March 2023 – February 2026

T-82 – LEGAL DESCRIPTION: N ¼ SW ¼ located in Section: 22, Township: 24N, Range: 10 E. of 6th PM containing approximately eighty (80) acres, of which seventy-three and six-tenths (73.6) acres may be cultivated for grassland.

March 2023 – February 2026

T254N, T254N-A, T082, T3083 – LEGAL DESCRIPTION: T254: W ½ SW ¼ SE ¼, T254N-A: E ½ SW ¼ SE ¼; SE ¼ SE ¼, T3082: SW ¼ SW ¼, T3083: NW1/4 SE ¼ located in Section: 2 & 3, Township: 25 N, Range 9 E. 6thPM containing 160 acres of which (0) may be cultivated.

March 2021 – February 2026

CRP Contract # 11302 8.40 acres @ \$288.94/acre = 2427.10 x 25% = \$2,213.00

CRP Contract # 11303 17.70 acres @ \$293.95/acre = 5202.92 x 25% = \$3,102.17

WHEREAS: The Lessor has been observed and caught in unethical practices that directly affect the ability of the Lessor to trust the work being done or not done on indicated leased tracts. Specifically, the Lessor has utilized tribal resources to complete specific CRP work to which he was allowed a significant cost share for the his own rental of equipment to clear trees. Written documentation dated February 21, 2024 is attached specifying these practices.

WHEREAS: The Lessor is also implicated in other violations, in collusion, with other producers that include, but may not be limited to trespass, operating without a lease and theft. Written documentation from Omaha Tribe Wild Life & Parks Director, Justin McCauley, is attached specifying these practices.

NOW THEREFORE, BE IT RESOLVED: that the Omaha Tribal Realty Department will not be considering, negotiating or entertaining any current and future ventures with Eric Thomsen due to the lack of due diligence to protect and promote good stewardship of Omaha lands, trespass on Omaha lands, theft, and operating on tribal lands without a valid lease for at least three (3) years. The matter has been reported to the Thurston County Sheriff, Omaha Tribe Law Enforcement Services, Farm Service Agency and Bureau of Indian Affairs for further investigation, federal charges filed and ultimate prosecution.

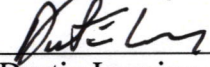
BE IT FURTHER RESOLVED: All land interests in which the Omaha tribes holds in unfractionated interest be included and/or considered in this exclusion of Eric Thomsen. It is not in the best interest of the Omaha Tribe to be involved in any business with an individual who knowingly, willingly and arbitrarily takes from the Omaha Tribe. All contracts, leases and formal agreements are now vacated with buy out of CRP contracts to total \$1,907.50. Any and all required corrective work performed, as a result of such activity, will be billed to Eric Thomsen by the Omaha Tribe of Nebraska.

CERTIFICATION

This is to certify that the foregoing resolution was considered at a duly called meeting of the Omaha Tribal Council on the ___ day of _____, 2024, and was adopted by a vote of: ___ for; ___ against; ___ abstaining; with the Chairman not voting. A quorum of ___ was present.

MEMBERS VOTE:	YES	NO	ABSTAIN
Jason Sheridan			
Jerome Hamilton			
Alan Harlan			
Dustin Lovejoy			
Leander Merrick			
Galen Aldrich, Sr.			
Calvin Harlan			

Submitted by:

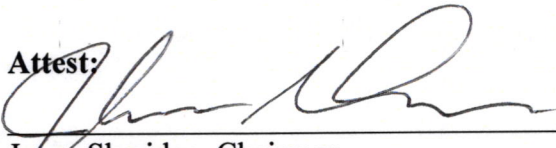


 Dustin Lovejoy, Secretary
 Omaha Tribal Council

4/23/24

 Date

Attest:



 Jason Sheridan, Chairman
 Omaha Tribal Council

4/23/24

 Date

Acknowledge:

 Nilah Solomon, Superintendent
 Bureau of Indian Affairs

 Date

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Members

Leander Merrick
Galen Aldrich, Sr.
Calvin Harlan

Date: February 21, 2024
To: Greg Phillips, C.T.O.
From: Tamara Parker, Realty Director
Re: CRP contracts with Eric Thomsen

On Tuesday afternoon, February 20, 2024, I received a telephone call from Clyde Porter regarding the tree removal and property line of the Keith Hamilton homestead for contracted operator, Eric Thomsen. I was confused as to why Clyde was doing work on that particular tract as producer, Eric Thomsen, has a Conservation Reserve Program (CRP) Contract through the Walthill FSA (Farm Service Agency) that began on June 30, 2023. At the behest and urgency of the producer, it was expressed that he would need to rent tree pulling equipment as there were numerous established trees that need pulled on the terraces beginning as soon as October. This was verified by the Walthill FSA office employee, Laurie Peterson, and the cost share was negotiated with the producer. The contract was signed and everything was put in place to begin the work. In my conversation with the Walthill FSA, they expressed that we could do a greater cost share because of the work that needs done so in good faith, as the Director, I agreed to a 50-50 cost share, with an annual step down in producer shares after the first year, so he could get the area cleared with the equipment he was renting. In no part of our discussions was the use of tribal equipment and/or personnel brought up or considered as this contract and work belongs to the producer and the fruits of his labor are shared with the Omaha Tribe. I believe that at no time was Eric Thomsen going to make mention that tribal resources were being utilized for work he is under contract to complete himself. Made evident as I witnessed tribal employees utilizing tribal equipment to work the hill across from the Omaha Lodges. Eric Thomsen has the CRP contract for that tract as well.

I made a trip out to the site and took pictures of the skid loader and trailer still on the property and sent the producer. I sent him a message yesterday at 2:58 pm that asked Eric *"The tribe is clearing trees for U? The cost share is contingent upon U clearing these Urself with Ur equipment. Come see me at your earliest convenience so we can discuss this"*. I had not received any response until the following morning after 8:15 am. The producer was unable to give a reasonable explanation other than to say *"they just showed up"*. I am very disappointed that this producer took advantage of the Omaha Tribe in this way knowing he is being compensated for the work he is doing. Eric Thomsen will be more than compensated throughout the ten year CRP contract he has which began in 2023. It is in my greater conscience and intuition that Eric Thomsen will not be forthright and true in his affairs and this incident proves he may have no qualms about taking similar advantage in future endeavors with the Omaha tribe. For this reason, I would like to buy out the contracts that he holds, have the tracts removed from the

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CRP program with use of these tracts at our discretion. I have reached out to the FSA on this process and have attached the documentation regarding this issue on buying out the contract. It is my opinion that this is a good opportunity to make example of this instance as a message to the producers that they are working more than "Indian" land. They are working UmonHon land and must treat the people and land appropriately.



Parcel Information	
Parcel ID:	002560008
Map Number	
State Geo Code	1517-20-0-00000-000-0008
Cadastral #	2-56
Images	
Current Owner:	OMAHA TRIBE TRIBAL LAND
Situs Address:	
Tax District:	42
School District:	BANCROFT-ROSALIE 20C, 20-0020
Account Type:	Exempt
Legal Description:	20 24 8 SE4SW4(LOT 4), NE4SW4(LOT 3)
Lot Width:	N/A
Lot Depth:	N/A
Total Lot Size:	N/A

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2023	\$321,550	\$321,550	\$0	\$0
2022				

2023 Tax Levy	
Description	Rate
THURSTON CO.	0.37034900
PATHWAYS 2 TOMORROW	0.00980000
BANCROFT-ROSALIE 20C	0.69014700
PENDER HOSPITAL DISTRICT	0.00835300
ESU 2	0.01500000
FIRE BANCROFT	0.01063400
COMM COLLEGE	0.09000000
NRD LOWER ELK	0.02258600
TWP DAWES	0.02761700



Agricultural Land Information					
Soil Symbol	Landuse	LVG	Unit Value	Acres	Total Value
6603	DRY	1D	\$5,550.00	6.480	\$35,965.00
6628	DRY	1D1	\$5,550.00	5.950	\$33,025.00
6687	DRY	4D1	\$4,275.00	2.800	\$11,970.00
6756	DRY	3D	\$4,700.00	1.530	\$7,190.00
6813	DRY	3D	\$4,700.00	5.110	\$24,015.00
7099	DRY	2D1	\$4,825.00	30.970	\$149,430.00
7770	DRY	2D1	\$4,825.00	0.630	\$3,040.00
7889	DRY	4D1	\$4,275.00	6.240	\$26,675.00
6603	GRAS	1G	\$1,950.00	0.070	\$135.00
7099	GRAS	2G	\$1,700.00	7.190	\$12,225.00
7770	GRAS	1G1	\$1,950.00	0.200	\$390.00
7889	GRAS	1G1	\$1,950.00	8.970	\$17,490.00
ROAD	ROAD	ROAD	\$0.00	1.940	\$0.00
Total:				78.08	\$321,550.00

5 Year Sales History
No previous sales information is available (for the past 5 years).

Property Classification			
Status:	Unimproved	Location:	Rural
Property Class:	Exempt	City Size:	No Population
Zoning:	Agricultural	Lot Size:	40.01-160.00 ac.

Property Notes	
<u>Date</u>	<u>Note</u>

Land Information			
<u>Lot Width (ft)</u>	<u>Lot Depth (ft)</u>	<u>Description</u>	<u>Lot Size</u>

Dwelling Data		
<u>Description</u>	<u>Units</u>	<u>Value</u>

Outbuilding Data			
<u>Description</u>	<u>Units</u>	<u>Year Built</u>	<u>Cost</u>



incident

Justin McCauley <Justin.McCauley@theomahatribe.com>

Thu 2/22/2024 5:10 PM

To: Jason Sheridan <jason.sheridan@theomahatribe.com>; LeAnder Merrick <leander.merrick@theomahatribe.com>; Dustin Lovejoy <dustin.lovejoy@theomahatribe.com>; Galen Aldrich <galen.aldrich@theomahatribe.com>; Alan Harlan <alan.harlan@theomahatribe.com>; Calvin Harlan <calvin.harlan@theomahatribe.com>; Jerome Hamilton <jerome.hamilton@theomahatribe.com>; Greg Phillips <greg.phillips@theomahatribe.com>; Tamara Parker <tamara.parker@theomahatribe.com>; Ramsey Griffin <ramsey.griffin@theomahatribe.com>

Good evening everyone,

I need to inform you all that today 2/22/24 at approximately 08:30am the tribal farm manager Preston Bodlak and I began to haul some native grass hay back to Big Elk Park from 20-24-8 T3108 a parcel of land that is partially in native grass and wetland. There were 16 bales on the property which I was told by a pheasant hunter that those bales were put up by Brad Burhoop and they were for the buffalo program.

As we proceeded to haul the hay home I put a picture on my program facebook site acknowledging and thanking the tribal farm for their help to the wildlife and parks program. A short time later I receive a call from Greg Jump advising that the hay was his and he had paid Brad Burhoop to put the hay up for him. I apologized to Greg and informed him that I was under the impression the hay belonged to the buffalo program and I did not know he had a lease on the parcel. Greg stated he did not have a lease and that Mike Tyndall let him bale it for the some of the favors he did around the park and his program. I advised Greg that Mike couldn't give him that authority and I would have to see what he said. I called Mike Tyndall and asked him if he gave Greg Jump permission to bale up that hay and Mike stated no he did not and he had nothing to do with that piece of ground nor the hay on it.

Brad Burhoop came to the property and stated that Greg owed him money for the hay and that Eric Thompson owes him money and Grey owed Eric Thompson money as well so it was some sort of agreement between them and he was only the middle man and just baled the hay. Brad also stated he had been baling this tract up to Greg for at least 3 years. I called Greg back and asked him why he had been baling this tract without an active lease with the Omaha Tribe and he again stated Mike Tyndall told him he could bale it. I then advised him that Mike stated he never said such a thing to Greg. Greg then became upset and slightly argumentative and I told him that our program was going to get a lease with the tribe and we would bale it up and he needed to stay off the property. Greg then began to curse and swear and stated to not fucking talk to him that way. I had him on speaker phone in the truck at this time. I then stated have a good day and hung up the phone. Greg immediately called me back but I did not answer it. He tried calling several more times and sent me a text saying he would pay for the hay. I did not respond.

Once back at the office I began to type and email to everyone but I did not have the exact legal description so I called the BIA to get one. During this time Greg Jump came to Big Elk Park and stated he just wanted to work this out. I told Greg it was beyond me at this point and I had nothing to say and as far as I was concerned he could leave. Greg asked if he could still buy a permit and I told him yes that this incident wasn't going to hinder or impact his option to buy a permit. Greg proceeded to say he's done more for this tribe than anyone including me and stated I've done nothing. Greg persisted to argue and stated he's tried to help me and this program. I acknowledged to Greg he did come jump the tractor during the cold weather and I was grateful and I also stated to him that while some people were saying what an untrustworthy person he is I defended him. I also stated to Greg that him taking the hay off that property without a lease was nothing less than stealing and Greg admitted to taking the hay for 3 years but not to call him a thief. The conversation became so heated I called the police department to deescalate the situation. Officer Gorrin and Chief Griffen arrived and Greg calmed down immediately but was not happy I called law enforcement and again he just wanted to work this out. I again stated to him that without a lease with the tribe it was stealing and I wasn't going to simply just let this go away.

I filled out a witness statement for Thurston County and also tried calling several of my superiors to inform them of this issue. We thought this incident of theft occurred in Burt County so I met with a deputy but it was determined

that there is no lease on the property and that Greg Jump does not have any leases with the tribe.

RE: CRP question - CN 11302 &11303

Petersen, Laurie - FPAC-FSA, NE <laurie.petersen@usda.gov>

Mon 3/18/2024 8:09 AM

To: Tamara Parker <tamara.parker@theomahatribe.com>

Cc: VanWinkle, Chad - FPAC-FSA, NE <chad.vanwinkle@usda.gov>

Tammy

I assume that you are no longer planning to cancel these CRP Contracts. We have not received an official cancellation request. Since we last spoke, the fields have been reseeded and cost-share and incentive payments have been processed.

Therefore, if you still wish to proceed with any cancellation the new refund amounts have increased to cover the additional activities and payments made on the contracts.

As of today, the cancellation refund on Contract #11302 is \$2213.05 and Contract #11303 is \$3102.17, interest will continue to accrue.

Just a reminder that all parties on the contract must voluntarily sign the contract cancellation request.

Laurie Petersen

Program Technician

Thurston County Office

Farm Service Agency

United States Department of Agriculture

Voice 402-846-5655

Fax 855-794-9512

Email: laurie.petersen@usda.gov

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From: Petersen, Laurie - FPAC-FSA, NE

Sent: Thursday, February 22, 2024 11:12 AM

To: Tamara Parker <tamara.parker@theomahatribe.com>

Subject: RE: [External Email]CRP question

The next Committee Meeting isn't until March 20th, but Chad can do a Call to see if they approve it, if you need it done before that.

As long as I have the signed request from all parties involved and the payment, it doesn't take long at all. Day or 2.

Laurie Petersen

Program Technician

Thurston County Office

Farm Service Agency

United States Department of Agriculture

Voice 402-846-5655

Fax 855-794-9512

Email: laurie.petersen@usda.gov

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From: Tamara Parker <tamara.parker@theomahatribe.com>

Sent: Thursday, February 22, 2024 11:09 AM

To: Petersen, Laurie - FPAC-FSA, NE <laurie.petersen@usda.gov>

Thank you for the information Laurie. I will be working on this with the leadership and see which direction they wish to go. Can you give me a ball park estimation of how long this process takes? I'm just trying to anticipate questions from them.

Best,

Tamara L Parker

Omaha Tribe of Nebraska

Realty Director

PO Box 400

Macy, Nebraska 68039

Office 402-837-5391 ext 107

Cell 402-922-2021



"Do or do not. There is no try" - Yoda, Jedi Master

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From: Petersen, Laurie - FPAC-FSA, NE <laurie.petersen@usda.gov>

Sent: Thursday, February 22, 2024 11:01 AM

To: Tamara Parker <tamara.parker@theomahatribe.com>

Subject: RE: [External Email]CRP question

So CN 11302 – 8.40 acres @ \$288.94/acre = 2427.10 x 25% = \$606.77
CN 11303 - 17.70 acres @ \$293.95/acre = 5202.92 x 25% = \$1300.73

So a total of \$1907.50 for both.

Just remember that both the Tribe and Eric Thomsen will need to sign the cancellation request. A written request is required with “wet” signatures (other than an email)

Please also state in the Letter the reason that you have decided to request to terminate the contract.

The County Committee will need to review and approve the Cancellation request. Once approved – I will need a check for the Liquidation amount before I can complete the termination.

Let me know if you have any other questions.

Laurie Petersen
Program Technician
Thurston County Office
Farm Service Agency
United States Department of Agriculture
Voice 402-846-5655
Fax 855-794-9512

Email: laurie.petersen@usda.gov

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From: Tamara Parker <tamara.parker@theomahatribe.com>
Sent: Thursday, February 22, 2024 10:19 AM
To: Petersen, Laurie - FPAC-FSA, NE <laurie.petersen@usda.gov>
Subject: Re: [External Email]CRP question

Thank you for the information Laurie. I request calculation for the following contracts belonging to Eric Thomsen:

11302
11303

I appreciate your kind attention.

Best,

Tamara L Parker

Omaha Tribe of Nebraska

Realty Director

PO Box 400

Macy, Nebraska 68039

Office 402-837-5391 ext 107



"Do or do not. There is no try" - Yoda, Jedi Master

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From: Petersen, Laurie - FPAC-FSA, NE <laurie.petersen@usda.gov>
Sent: Wednesday, February 21, 2024 4:01 PM
To: Tamara Parker <tamara.parker@theomahatribe.com>
Subject: RE: [External Email]CRP question

We just need a written request signed by all parties on the CRP Contract to request the termination – so the Operator would need to sign also.
The requirements for a termination is a 25% Liquidation fee (so 25% of the Annual Payment), plus you are required to pay back all the CRP payments received on that contract plus interest from the date of payment. So this would include any incentive payments, annual payments, any cost-share payments made for seeding & maintenance, etc.

Do you know what parcel or contract number you are looking at? I can run an approximate cancellation amount for you.

Laurie Petersen
Program Technician
Thurston County Office
Farm Service Agency
United States Department of Agriculture
Voice 402-846-5655
Fax 855-794-9512
Email: laurie.petersen@usda.gov

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From: Tamara Parker <tamara.parker@theomahatribe.com>

Sent: Wednesday, February 21, 2024 3:47 PM

Subject: [External Email]CRP question

[External Email]

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;

Use caution before clicking links or opening attachments.

Please send any concerns or suspicious messages to: Spam.Abuse@usda.gov

Good afternoon Laurie

I was in conversation with our tribal leadership and they had a question regarding CRP contracts and the process for requesting to buy out a CRP contract. Is a resolution required? Is a simple letter or similar correspondence required? In our discussions about understanding CRP they request the process on this part of CRP. I appreciate any assistance you can provide or point me in the right direction to seek this information out.

Best,

Tamara L Parker

Omaha Tribe of Nebraska

Realty Director

PO Box 400

Macy, Nebraska 68039

Office 402-837-5391 ext 107

Cell 402-922-2021



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