

POLITICIANS

John Crow was elected mayor of Farmerville on November 3, 2020, and took office in January 2021.¹ *He is therefore a public servant as defined by LSA - R.S. 42: 1102 (G).*

At Crow's first council meeting as Mayor on January 11, 2021, Crow requested the council approve the hiring of Walsworth as a "consultant" at the rate of \$1,000 per month.² The council did so. *Walsworth is therefore a public employee as defined by R. S. 42: 1102 (F); and is also a public servant as defined by LSA - R. S. 42:1101 (G).*

No advertisements were made, nor proposals solicited for this [Walsworth] position. No written consulting agreement specifying the duties to be performed or the duration of the agreement was ever executed. According to public records request responses, Walsworth has been paid \$37,248.00 by the town through the end of December 2023, inclusive of a 'covid vaccine incentive' of \$1,000 and a \$248.00 expense reimbursement.³ This amount continues to increase by \$1,000 per month, now being estimated to be \$40,248.00. Walsworth was and is also contracted as a consultant to the Office of Lieutenant Governor during the same period at the rate of some \$80,000 per year.⁴

Walsworth was a close associate of Crow, had supported him in his campaign for mayor, and had lost an election for Ouachita Parish Clerk of Court in the same election cycle in which Crow was elected mayor for the TOF.

¹ <https://www.thenewsstar.com/story/news/local/2020/11/03/john-crow-new-farmerville-mayor-one-alderman-seat-goes-runoff/6155546002/>

² P 99 Town minutes of January 11, 2021.

³ *Id.* TOF payment ledger for Walsworth at P 102.

⁴ Unsure if he is also on other public 'payrolls.' **Add contracts as exhibit**

Crow and Walsworth had been and were then business partners in at least one business venture, C & W Louisiana Properties, LLC.⁵ No mention of disclosure by Crow or Walsworth to the TOF council is made in the public records of the town of this relationship. *This potentially violates LSA - R.S. 42: 1112 which prohibits a public servant from engaging in a transaction [retaining Walsworth] when Walsworth and Crow then co-owned a company together, formed by a contract, in which both were in a position to directly affect each other's economic interest.*

**LOUISIANA DELTA COMMUNITY COLLEGE
AND
LAKE D'ARBONNE MEGA RAMP**

Farmerville previously had a trade school. It was closed several years ago, leaving no technical training site within Union Parish, an economically distressed area.

Union Growth & Development Foundation, Inc. [UGDF], a non-profit entity, was formed in 2017 by local business leaders and public officials. Its mission was to improve the educational and work opportunities for citizens within Union Parish, especially the young non-college bound people.

Included on the UGDF board was Crow, Walsworth, and many others. UGDF invested very significant resources in time and funding to advance its agenda and a large part of that effort was to secure approval of DCC to open a campus in Farmerville to address the needs of the parish and surrounding communities. These efforts were successful, and a commitment from DCC was secured.

⁵ P 122-123 LA SOS Records.

The 2022 legislative session provided funding for study and site selection for the Farmerville DCC campus.⁶ Almost simultaneously, state funding was sought by the Town of Farmerville for a boat Mega Ramp on Lake D'Arbonne. This project survived the budget cuts in February 2024; but the college did not survive. The TOF has funneled hundreds of thousands of taxpayer dollars to TTR in connection with the mega ramp and the effort underway could increase those amounts to millions of taxpayer dollars.⁷

Thus, there became a need for two sites for construction of state funded projects. This was not an abrupt occurrence or revelation since years of effort had reached this result, but it was unprecedented for Farmerville and Union Parish to have two major state projects approved in the same state fiscal year.

Although the town, the lake commission and the state had two separate boat ramps in town that could have been considered for the Mega Ramp, neither was chosen. Likewise, there were shovel ready sites in town, one of which adjacent to the Sherriff's office, offered to the college as a donation for the DCC campus, but it was rejected as discussed, *infra*.

Why then were these decisions made contrary to what would appear to be common sense? A review of the circumstances might shed light on this question.

Momentum for the placement of a DCC campus in Farmerville increased in 2021. Walsworth, as the previous senator, now answering to the mayor and now a public servant being paid with public funds, became the guiding force in advancing the legislative effort for approval of this project. UGDF had practically no

⁶ This project was cut in the February 2024 legislative and executive budget reconciliation process.

⁷ See footnote 37, *infra*.

involvement with the idea of a Mega Ramp. UGDF's focus was on education and training, in other words, the DCC campus.

Legislative efforts were being led by Senator Cathey who then held the senate seat previously held by Walsworth and whom Walsworth had supported when he had term limited out of office.

UGDF had obtained ownership of the old Farmerville High School campus. This campus was presented to DCC as a proposed site at minimal cost of acquisition. It is believed that DCC retained APD to perform a site review and APD recommended the site not be used. A principal in ADP is the mother of Senator Stewart Cathey. APD was believed to be paid for its services with state public funds.⁸

Curiously, despite free acceptable sites for *both the Mega Ramp site⁹ and the DCC campus, both sites selected were located upon a single tract of private land with no public infrastructure in place.* Following is the pertinent ownership history of this tract and the real estate transactional relationship between parties of interest here.

The tract upon which the sites were selected [the "TTR Tract" and/or "Sites Tract"] is approximately 100 acres, wooded, some frontage on Lake D'Arbonne

⁸ State capital outlay projects usually come with an initial limited funding amount for studies as to feasibility, site selection and related ministerial functions. ADP and CSRS both are thought to routinely engage in these type activities. Their reports have enormous impact on where sites are to be located. Thus, there is a clear vehicle for abuse of site selection criteria and matrix driven outcomes, even those that are non-sensical. Those involved in site selection for these projects were major supporters of Cathey in the last election cycle and the projects were touted as reasons to support his reelection. In this case, ADP was used to disqualify the old FHS building made available for free to DCC; and CSRS was used to select a 1.2-million-dollar site over an acceptable alternative that was free. Curiously, in the middle of all of this, CSRS was then retained as a grant consultant by the TOF. **[Footnote 35]** Apparently, it is impossible for a conflict to exist in the TOF when public dollars are in play.

⁹ There are two ramps within the TOF – one next to the motel on the lake which is sub-optimum due to space – but another at the end of "old Highway 15" north bound from Ruston. This is the major ramp on Lake D'Arbonne and was much more viable since it would have required only fill for parking and event areas. The ramp is already in place, is in excellent condition and was free of "site acquisition cost."

located generally at the intersection of LA Highway 15 and the north shore of Lake D'Arbonne, coming into the town of Farmerville.¹⁰ The property has no public infrastructure, and its terrain is challenging due to its steep banks descending to the lake.

RELATED PARTY LAND TRANSACTIONS - LEADING UP TO THE SITE SELECTIONS

1. **In 2015** the TTR Tract was owned by Terral Industries, Inc. **On February 13, 2015**, the land was sold to William Caskey Terral [Terral] for the amount of \$306,978.19.¹¹
2. **Also in 2015**, Crow was a party to a purchase of some 120 acres in rural Union Parish for the amount of \$650,000.00. The sale was partially owner financed.¹²
3. **In November and December 2022**, DCC advertised for submissions for site proposals for the Farmerville DCC campus. The advertisement required the site be within one-half mile of La Highway 15. This effectively *red-lined* out property owned by Deloutre Property Rentals, LLC "DPR".¹³ This was an obvious attempt to limit the site selection to the Sites Tract to be owned by TTR and resulted in a text exchange between Dollar, Walsworth and Estes as to whether this constituted collusion on an intended public works project.¹⁴

¹⁰ P 66

¹¹ P 1

¹² P 6 Credit Deed to Crow et al.

¹³ P 20. [DPR is owned by Johnny Dollar]

¹⁴ P 11-19.

4. **On November 11, 2022**, Terral sold to Towns and Ramsey a one-half interest in the TTR Tract for the amount of \$1,356,450.00.¹⁵
5. **On November 14, 2022**, the TOF council voted to advertise “for RFQ’s for the MEGA ramp”.¹⁶
6. **On November 16, 2022**, Terral, Towns and Ramsey transferred the interest in the TTR Tract to TTR, LLC an LLC formed on November 11, 2022¹⁷. The transfer was in exchange for issuance of member interest in TTR, LLC in the proportions of 50% to Terral, 25% to Towns and 25% to Ramsey.¹⁸
7. **On November 14 2022**, the requirement that the campus site be within one-half mile of LA 15 prompted a protest by DPR directed to DCC and Walsworth pointing out this transparent attempt to control the site selection for the benefit of the TTR tract and raising the question of improper collusive conduct in connection with public funding.^{19 20} Following this protest, DCC readvertised the site selection proposal removing the non-sensical “one-half mile from La. Highway 15 restriction”.²¹ **DPR responded to the site selection RFP with an offer to donate a “build ready site” with infrastructure in place next to the Union Parish Sherriff’s office, some 600 feet from a redlight controlling access**

¹⁵ P 26 et seq.

¹⁶ P 25.

¹⁷ P 22.

¹⁸ P 37-38

¹⁹ P 11 et seq.

²⁰ P 80-97.

²¹ P 106

to Walmart, adjoined by a church, federal office building and other businesses.²²

8. Also, in January, February and March 2023 efforts were made to determine if DCC would accept the donated site and finally DPR became aware that DCC had selected a consultant to advise it on site selection.

a. The consulting company was CSRS, which on September 25, 2023, released its report recommending the TTR Tract and ***rejecting the offer of donation by DPR balanced against a request from TTR to be paid \$1,200,000.00 for its site, much of which is unusable due to terrain.***²³

b. The author of the report is apparently anonymous, no person's name appears as a participant in writing the report. The report was "matrix derived" with a slanted bias in favor of the TTR Tract, quite preposterously based upon the development of an "outboard motor mechanic curriculum".²⁴

c. No study was done to determine what per cent of potential students aspire to be an outboard mechanic. To the contrary, most potential students seek training in nursing, welding, heavy equipment, robotic and computer related skills.

d. Notably, CSRS recommended DCC obtain infrastructure commitments before selecting the site since infrastructure cost for

²² P 86-87.

²³ P 63, 66.

²⁴ P 62.

*the recommended site was not determined. Thus, financial feasibility could not be and has not been shown.*²⁵

9. Meanwhile, on **January 27, 2023**, Crow sold his interest in the 120 acres he co-owned to TFR.²⁶ Title to the property was co-owned, a consensus among owners could not be achieved. The investment became a ‘tangled mess’. Crow needed an exit and TFR provided it at an apparent profit to Crow. The transaction price for the entire 120-acre tract was \$1,200,000. The principal member in TFR is Leslie O. Towns, III, also a member of Enviro and TTR, LLC.²⁷

*a. This is a potential violation of LSA - R. S. 42: 1112 since Crow is advancing the financial interest of TTR [a member of which is Towns, owner of TFR] with TOF, and he is then, at that very time, in contract with TFR on a \$1,200,000 transaction.*²⁸

10. On **February 12, 2023**, after the TFR/Crow \$1,200,000.00 transaction, the TOF council approved the selection of an engineering firm for the planning and design phase of the MEGA ramp project.²⁹

11. On **February 13, 2023**, Crow requested TOF to approve the bringing of utilities to the TTR site at the cost of TOF. The council obediently did so.³⁰

12. On **February 23, 2023**, Johnathan Terral, son of Caskey Terral, sold to Crow a parcel of land within the town of Farmerville for the amount of **\$95,000.00**, which he had previously acquired for the amount of

²⁵ P 65.

²⁶ P 10 TFR was formed on August 7, 2019. Note, the order approving the sale authorized the sale to ‘Trey Towns’. See P 54.

²⁷ P 51.

²⁸ Correlation with criminal statutes that might also prohibit such conduct might be instructive here.

²⁹ P 55-56.

³⁰ P 78 TOF minutes 2-13-22.

- \$150,000.00.**³¹ Crow listed this site for sale on March 13, 2024, for the amount of **\$199,000.**³²
13. On **April 10, 2023**, the TOF council approved CSRS as a “grant consultant” to the town.³³
14. After the TOF approved CSRS as grant consultants, then on **September 23, 2023**, CSRS released its report recommending the **\$1,200,000 TTR site**, with no infrastructure in place, for the DCC Farmerville campus; rejecting the free DPR site with all infrastructure in place.
15. On **November 13, 2023**, the TOF council voted to authorize the mayor to purchase from TTR a site for the Mega Ramp without specifying a legal description or an amount.^{34 35}
16. On **February 22, 2024**, Crow signed a ‘contract’ named **“DEED, OPTION AND COOPERATIVE ENDEAVOR AGREEMENT”**³⁶ [recorded at Instrument Number 422186 Records of Union Parish] wherein the TOF paid \$250,000.00 to TTR for the 7.536-acre ‘Mega Ramp’ site, with the property being conveyed *‘as is where is with all faults’ and no warranty.*

³¹ P 57.

³² P 98 - MLS listing.

³³ P 61 et seq.

³⁴ P 125.

³⁵ Apparently, there have been no feasibility studies performed for this project, at least none were released in response to TOF FOIA requests. Routinely such studies would look at infrastructure costs, permitting costs, environmental studies, threatened and endangered species studies, cultural and antiquities studies, wetland impacts and remediation requirements, to name just a few. The proposed site is a main drainage outlet for the TOF, adjacent to LA 15 with high peak period traffic counts, inadequate parking space, no suitable ingress or egress and has not been cost vetted for feasibility.

³⁶ P 132. The document appears to exceed the authority granted the Mayor by the TOF because it is broader than the simple acquisition of the property. At best, this is a curious document. It purports to transfer land, but it also contains other contractual provisions that may well violate state bid law. It could be construed as structuring transactions to avoid public bid law. It appears to offer TTR the right to make more money by providing material and services, principally earthen material, to the intended project to the potential detriment of other contractors. The capital outlay request [from 2021] anticipates some \$3,000,000 in dirt work. See P 108. Given the “no warranty” and “as is where is” clause in the “deed”, one should be alarmed that Crow apparently waived environmental concerns, a matter flagged by the appraiser. See P 109.

The site mostly consists of a muddy drain/ditch along Highway 15 with multiple encroachments and rights of way. *Incredibly, because TOF had no funding from the state in hand, Crow used funds from the TOF general sales tax account to pay TTR.* ³⁷

17. During Crow's tenure in office, through December 2023, TOF has paid Enviro \$280,735.21. Towns and Ramsey are principals in Enviro and TTR; Towns is also a principal in TFR.

18. On March 15, 2024, TOF held a "groundbreaking" for the Mega Ramp, although it does not:

- a. have a final estimate of cost to build;
- b. have a feasibility study as to the proposed project;
- c. does not have even one of the required permits to approve the site for the Mega Ramp or for building any structure within the site;
- d. despite having paid \$12,500 to Wetlands Unlimited, LLC, a wetlands consultant, invoiced in April 2023, has received not one document from the consultant as to jurisdictional wetland determination; ³⁸
- e. has no idea as to potential wetland mitigation costs; and
- f. has ignored public pleas to not fund this project, until total costs, feasibility and required due diligence have been performed. ³⁹

³⁷ P 144-147 at 144.

³⁸ P 124 and P 144.

³⁹ P 107 – Email to Mayor urging caution and requesting he not create another "Folly Beach" fiasco where the town spent \$500,000 on a road that went nowhere to benefit private property and the private project was abandoned and taxpayers left holding the bill for the half million-dollar loss.

PUBLIC FUNDS EXPENDED ON PRIVATE PROPERTY

The Louisiana Constitution forbids the expenditure of public funds on private property.⁴⁰

Nevertheless, even though he had been told of this prohibition, Crow ordered TOF workers to tear down an old motel located on a commercial lot on La Hwy 15/33 in the TOF. The demolition occurred in 2023-2024 at or near the time he was acquiring the Johnathan Terral property across the street from the motel, discussed, *supra*. In this process he apparently ignored the clear prohibitions of the *Louisiana State Constitution*, environmental concerns, including asbestos abatement and compliance with other environmental rules and regulations.

Urban renewal is understandable; but there is a legal process to follow to demolish condemned buildings so that the law is followed, a windfall does not result to a private citizen and the taxpayers aren't required to pay the cost of enriching a private landowner. Properly done, a building is condemned, appropriate orders are issued and if the owner doesn't follow the orders, then the public entity can do the work and lien the property for the cost of cleanup.⁴¹

Given Crow's ownership of commercial property almost adjacent to this site [the commercial lot he recently acquired from a member of the Terral family, which he recently listed for more than twice what he paid for it] this transaction merits review for conflict of interest, at a minimum and an inquiry as to whether there

⁴⁰ *Louisiana Constitution of 1974 -§14*. Donation, Loan, or Pledge of Public Credit

Section 14.(A) Prohibited Uses. Except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private.

⁴¹ P 110-121 for evidence of this.

have been any efforts or discussions by Crow to acquire this tract once it has been 'cleaned up'. He is a public official, and his conduct should be scrutinized.

CONCLUSION

Protecting the public's funds should be the highest priority of public officials. The conduct outlined in this document is troubling and raises serious questions that remain unanswered.

The public should seriously scrutinize every town official involved in the process that resulted in this and urge responsible citizens to seek office to protect the public/taxpayers against abuse of their offices.

We have lost the opportunity for a community college despite a lot of hard work by many people. What we have instead is maybe "another boat ramp". With a free site to build on, with infrastructure in place, the ramp should have been cut from the state budget, not the college.

What you likely will hear from Senator Cathey, Mayor Crow , Walsworth and the like is that maybe the college can be funded next year or the next. Meanwhile, the mega ramp initiative will "justify" the town spending millions it will have to borrow to take infrastructure to the TTR property, in the process addressing the CSRS caveat of "no infrastructure" on the site it recommended for the college, then these same people will be back to make sure both public projects go on the TTR site at a cost of untold millions to taxpayers.

I'm sorry, but the odor of this reaches the place we all aspire to go when we leave this earth, similar to the odor of raw sewage the town doesn't properly treat on its way into Lake D'Arbonne.

Bad politicians – bad priorities!

