

CHRIS SMITH
COUNCIL AT LARGE
CRATON COCHRAN
COUNCIL AT LARGE
BRIAN HAMMONS
DISTRICT 1



City Council
CITY OF BOSSIER CITY
P O BOX 5337
620 BENTON ROAD
BOSSIER CITY LOUISIANA 71171-5337
TELEPHONE (318) 741-8520 • FAX (318) 741-8971

DEBRA W ROSS
DISTRICT 2
CLIFF SMITH
DISTRICT 3
JOEL GIROUARD
DISTRICT 4
VINCE MAGGIO
DISTRICT 5

July 7, 2025

Mayor Chandler,

Pursuant to the resolution passed by the Bossier City Council establishing an investigative committee to review the use of public funds related to improvements at Scot's Audio, Bossier Power Equipment and any land adjacent to these businesses regardless of ownership, I am formally notifying you and your administration of the following appointments that I, as President, have made to this committee:

- Councilman Brian Hammons as Chairman
- Councilman Cliff Smith
- Councilwoman Debra Ross

This committee will the investigation immediately concerning potential violations of Article VII, Section 14(A) of the Louisiana Constitution, which prohibits the donation of public funds for private benefit without a legitimate public purpose and demonstrable return to the public. Pursuant to the resolution passed on July 1, 2025 this investigation could last up to 90 days.

According the Bossier City Charter, Chapter 3, Section 3.09 – Investigations - The City Council or any committee thereof, when authorized by City Council resolution, may make investigations into the affairs of the City and into the conduct of any City department, division, section, office or agency. For this purpose they may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails, or refuses, to obey a lawful order issued in exercise of these powers by the City Council shall be guilty of a misdemeanor and, upon conviction in the City Court of the City, be punished in accordance with City Ordinance.

At the request of the Committee Chairman, Councilman Brian Hammons, the following documents and sworn statements are requested:

Document Requests

To ensure a comprehensive and transparent review, the committee requests the following materials be provided no later than 9:00 AM July, 14, 2025:

- All contracts, bids, invoices, payment records, and procurement documentation related to the construction, improvement, or repair of parking lots and driveways at Scot's Audio, Bossier Power Equipment as well as any land adjacent to these businesses regardless of ownership.
- All emails, memos, text messages, or other communications, whether on public or private devices or accounts, exchanged between any person, regardless of their affiliation with the City of Bossier City, that mention or relate in any way to Scot's Audio and/or Bossier Power Equipment, the parking lots at the named businesses and the driveway connecting the named businesses to Citizens Bank Drive from January 1, 2024 to the present. Please note that this request is not limited to the parking lots in question; it also includes any communication about the new driveway being installed or any other public work involving these properties.
- Any documentation outlining the required legal or policy justification for the use of public funds for these improvements and/or repairs.
- A list of all other instances over the past five years where public funds have been expended on improvements to privately owned property.
- Copies of any intergovernmental agreements, cooperative endeavor agreements (CEAs), or memoranda of understanding (MOUs) involving any of the subject properties.

Sworn Statements

The committee also requests that the following individuals provide sworn, notarized statements under penalty of perjury, addressing their personal knowledge and involvement in these matters:

- City Attorney Charles Jacobs
- Assistant City Attorney Richard Ray
- Chief Administrative Officer Amanda Nottingham
- Former City Engineer Ben Rauschenbach
- Risk Manager Stacey Crawford
- Mayor Tommy Chandler

Each sworn statement must include:

- Full legal name, official title, and contact information.
- A clear and detailed description of your personal involvement or knowledge regarding the use of public funds at Scot's Audio, Bossier Power Equipment and any land adjacent to these businesses regardless of ownership.
- A summary of any meetings, discussions, or approvals you participated in.
- Your opinion or understanding of the public purpose or legal justification for these expenditures.
- Disclosure of any objections or concerns that were raised internally or externally. Identification of any documentation, emails, or text messages in your possession.
- An affirmation that the statement is truthful and complete to the best of your knowledge and was made without coercion, collaboration, or influence from others.

To preserve the independence and integrity of this process:

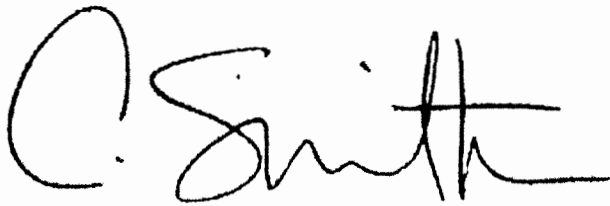
- These statements must be prepared and submitted individually and in private.
- There shall be no coordination, collaboration, or discussion of content between individuals providing statements.

- Each sworn statement shall be sealed in an envelope, signed across the seal, and delivered directly to the Bossier City Clerk's Office.
- Each statement shall affirm that it was made without consultation with any other party being asked to make a sworn statement (with the exception of any personal legal representation. Please note that the City Council of the City of Bossier City will not authorize public funds to be expended on personal legal representation.)

If any portion of this request, whether a document request, sworn statement condition, or other directive, is found to be invalid, unenforceable, or in conflict with any applicable law or regulation, such provision shall be severed from the remainder when documentation reflecting the violation of said law or regulation is provided. All remaining provisions shall remain in full force and effect, and shall be interpreted and enforced to the maximum extent permitted by law.

We appreciate your administration's full cooperation as we conduct this inquiry in service to the taxpayers and citizens of Bossier City.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Smith". The signature is fluid and cursive, with a large initial "C" and a stylized "Smith".

Chris Smith
President, Bossier City Council
Councilman At-Large

Mayor Thomas H. Chandler Statement

1 – Full Name, official title, and contact information

Thomas Hamilton Chandler, Mayor of City of Bossier

Contact Information: 620 Benton Road, Bossier City, LA 71111 318-741-8501

2 – A clear and detailed description of your personal involvement or knowledge regarding the use of public funds at Scot's Audio, Bossier Power Equipment and any land adjacent to these businesses regardless of ownership – SEE item 3

3- A summary of any meetings, discussions, or approvals you participated in

(Not sure of dates) Owner of Bossier Power Equipment called wanted to talk about damage to his parking lots. I referred his complaints to our Legal Department.

Two meetings with City Attorney and Assistant City Attorney:

- **1st meeting (not sure of date)** I was briefed by attorneys that Bossier Power Equipment and /or Scot's Audio had threatened a lawsuit regarding access being cut off by the opening of the new Walter O Bigby Carriageway (WOB). The attorneys had been in discussions with the business owners and had tentatively agreed upon, in lieu of lawsuits, the following:
 - According to Engineer, there was no damage to Bossier Power Equipment's parking lot during construction of WOB (NOTE: this opinion was not shared by Bossier Power Equipment owner), however Scot's Audio's access HAD been damaged by the construction of WOB.
 - Bossier Power Equipment would grant permanent access to Scot's Audio through their parking lot.
 - The condition for this granted access by Bossier Power Equipment would be a new parking lot, along with, cost of connecting both of these lots at the expense of the city.
 - Ultimately the choice put before me after first meeting was:
 - o To enter into costly litigation (I knew similar litigation on east side of Benton Road was around 3.5 million) OR
 - o Approve a settlement for around \$220 thousand. (Notes not taken so this is my best memory.)
- **2nd meeting (not sure of date)** I briefly met with City Attorneys and approved their recommendation to settle with business owners and avoid costly litigation

4 – Your opinion or understanding of the public purpose or legal justification for these expenditures.

Access to business was clearly reduced by the design of the Carriageway. (The design and approval of the WOB was before I took office).

My understanding is that by approving this settlement the city would avoid costly litigation and save the taxpayer's money. The Legal Department is tasked with handling and settling all legal matters, so I approved the settlement.

5 – Disclosure of any objections or concerns that were raised internally or externally. Identification of any documentation, emails or text messages in your possession.

I did not know of any objections or concerns that were raised internally or externally until Councilman Hammons spoke about it during a March Council Meeting

I have had my office check all my texts, calendar and emails regarding anything to do with this property and or matter and there were NONE

A handwritten signature in blue ink, reading "Thomas H. Chandler", is written over a horizontal line.

Printed Name: Thomas H. Chandler

Date: July 11, 2025

SWORN STATEMENT (AFFIDAVIT)

I, **Amanda Nottingham**, Chief Administrative Officer for the City of Bossier City, being duly sworn, do hereby make the following statement:

1. I am over the age of 18 and competent to make this statement.
2. I am providing this statement to outline my knowledge of the events that occurred over a general period of time regarding the use of public funds for parking lots at Scot's Audio and Bossier Power Equipment.
3. The timeline of events is as follows:
 - **June 4, 2024:** Councilman David Montgomery stated access was removed to a local business on Benton Road due to the design of the Walter O. Bigby Carriageway.
 - **March 25, 2025:** Councilman Hammons raised concerns regarding new parking lots at Scot's Audio and Bossier Power Equipment.
4. I had knowledge that Mr. Williams (Bossier Power Equipment) expressed concerns that his parking lot was damaged as a result of the construction of the Walter O. Bigby Carriageway. However, I was not part of any discussions or meetings related to this matter.
5. I affirm that the facts stated above are true and accurate to the best of my knowledge and belief. I make this statement voluntarily, knowing it may be used in legal or official proceedings.

I understand that this document may be presented in a legal or official capacity, and any false statements may subject me to penalties under the law.

Signature: Amanda Nottingham

Printed Name: Amanda Nottingham

Date: 07/11/2025

Sworn and subscribed before me on this 11th of July, 2025.

Notary Public Signature: Valarie D Smith

Printed Name: Valarie D Smith

Commission Number: 62389

My Commission Expires: with life

VALARIE D. SMITH, NOTARY PUBLIC
BOSSIER PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE
ID# 62389



OFFICE OF CITY ATTORNEY

E. CHARLES JACOBS
CITY ATTORNEY

P. O. BOX 5337
BOSSIER CITY, LOUISIANA 71171-5337

(318) 741-8515
FAX NO. (318) 741-8517

RICHARD RAY
ASSISTANT CITY ATTORNEY

July 11, 2025
Re: Personal Statement

Councilman Brian Hammons, Councilman Cliff Smith, Councilwoman Debra Ross:

I began my employment with the City of Bossier City on September 11, 2024. Any discussions concerning the parking lot in question were made only to inform me about the 2 separate claim files in my office:

- Scot's Audio- business access
 - 2113 Benton Rd., Bossier City, La 71111
 - Owner – Scot Baldwin
- Bossier Power Equipment- parking lot damage
 - 2101 Benton Rd., Bossier City, La 71111
 - Owner – Charlie Williamson

I have not been involved in any of the negotiations, I have taken direction from Richard Ray, Assistant City Attorney.

Any documents in the claim files are duplicates from files kept by Richard Ray.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacey Crawford", with a long horizontal line extending to the right.

Stacey Crawford
Risk Manager, City of Bossier City
318-698-7357- office
318-453-2781- cell



OFFICE OF CITY ATTORNEY

E. CHARLES JACOBS
CITY ATTORNEY

P. O. BOX 5337
BOSSIER CITY, LOUISIANA 71171-5337

(318) 741-8515
FAX NO. (318) 741-8517

RICHARD RAY
ASSISTANT CITY ATTORNEY

July 14, 2025

Councilman Brian Hammons
Councilman Cliff Smith
Councilwoman Debra Ross

Dear Councilman Hammons, Councilman Smith and Councilwoman Ross:

This statement is in response to the request of the City Council concerning the investigation of the settlement of the claims for damages of Bossier Power Equipment (Charlie Williamson) and Scot's Audio (Scot Boswell) allegedly caused by the construction and substantial completion of the Walter O. Bigby Carriageway Project.

I will preface this statement in the following manner. First the request of the City Council, although dated July 7, 2025 was not received by me or my office until 4:00PM on Tuesday, July 8, 2025. The response pursuant to written request is due "no later than 9:00AM, July 14, 2025." Due to limited time for response, it will be impossible to gather all the requested documentation by said date including but not limited to "a list of all other documentation over the past five years where public funds have been expended on improvements to privately owned property." Such "list" would require a review of multiple claims made against the City numbering possibly in the hundreds. Therefore, I would respectfully request an additional thirty (30) days to compile said info.

Secondly, to the best of my knowledge I engaged in no written communication with any person or individual concerning these two claims. However, to be absolutely sure, I must engage in a search of my email archive and phone text messages.

Thirdly, with all due respect, the City Council has no authority to compel a sworn, written statement under the penalty of perjury or disallow any individual contact and/or counsel with the City Attorney or any attorney of his or her own choosing.

Prefaced with the foregoing this is my statement concerning the claims:

Bossier Power Sports, owned and operated by Charlie Williamson has been complaining of damage not only to his front parking lot, but also complaining about damage to concrete slab

of his building and other paved area located behind said building since sometime in 2022. The complaints increased due to the pile driving activities necessary for the construction of the overpass over the railroad tracks. Said threats of litigation, complaints and claims were addressed in a meeting with myself, Mayor Chandler, Richard Ray, and Charlie Williamson sometime in January of 2025.

Sometime in early February of 2025 I drove to the location of Bossier Power Equipment and inspected said parking lot. I did visibly see several cracks in said parking lot, but due to limited expertise, I could not determine the severity or the cause of said cracks. To be frank, to me as a lay person said cracks did not appear to be severe in nature.

The claim of Scot's Audio is different in nature. Said claim/complaint is one of loss of value to his business due to loss of north-bound access. Due to the nature of said business if customers or patrons do not have readily available access to said business/location said customers will simply take their business to a more convenient location offering the same services. To date, excluding these two instant claims, the City has expended over nine million dollars (\$9,000,000.00) due to settlement and/or litigation concerning access issues and loss of value claims to multiple businesses located in same/near geographical area due to the Carriageway Project. Presently, directly across the street, the City is engaged in litigation with Moore Properties concerning a loss of value to its business/building. Sometime in 2018/2019 (before my tenure as City Attorney) the City placed the approximate sum of \$900,000 in the registry of the court acknowledging the loss of value to said business. Said sum was withdrawn by Moore Properties which after substantial completion filed suit for additional compensation. The current demand of Moore Properties is an additional \$2,000,000.00. The City disputes this claim but said legal disputes are costly to defend.

Needless to say the access/loss of value claim was taken seriously. Scot's Audio wanted convenient access by the general public to its premises. Said issue was attempted to be addressed by construction of a road that would connect to the north side of its parking lot. However, said placement/location of said road would necessitate either a right or left hand turn onto Citizen's Bank Drive, traveling under the overpass, and winding south until eventually reaching said parking lot. Said route was neither convenient nor, more importantly, visible to the prospective customers of said business.

On or about February 17, 2025 Richard Ray and Todd Thompson met with both Charlie Williamson and Scot Boswell. They inspected said parking lots and engaged in mutual discussions with both owners. During this discussion, Scot Boswell expressed his dissatisfaction with the solution to his access problems. Charles Williamson complained of his alleged damage. Scot proposed the solution of joining the parking lots by removal of the raised median existing between the two existing lots. Williamson would not agree to said proposal unless he received a new front parking lot. It is important to note again that Williamson would not allow or sign any agreement to allow Scot Boswell's customers to traverse his parking lot unless he received a new concrete parking lot paid for by the City.

Unless some sort of agreement was reached between the City, Williamson, and Scot Boswell, Scot's Audio would still have a valid claim/issue due to loss of value due to limited, non-visible access to its premises. Williamson also agreed that he would waive any damage claims as to the interior premises and back area of his premises.

I discussed the matter with Richard Ray and we both agreed that, contingent upon costs, this would be a workable solution settling the two (2) claims against the City and avoiding time consuming expensive litigation. Mr. Ray consulted with Ben Rauschenbach. From that point, quotes were obtained for each claim.

A meeting was had with Mayor Chandler concerning the proposed settlements. Mayor Chandler approved the settlements. When questioned by Brian Hammons in a public meeting I discussed the Williamson/Bossier Power Equipment claims. I intentionally did not discuss the Scot's Audio claim for two reasons:

- a) The loss of value due to loss of access is a legally viable and costly claim. To alert Scot's Audio to the potential value of said claim would have been counter-productive to the City. It would have been foolhardy to engage in a discussion of said nature; the result of which would have been an increased monetary burden to the City and;
- b) As stated above, the City is currently engaged in active litigation with Moore Properties directly across Benton Road from Scot's Audio. The Moore Properties litigation involves exactly the same issues and claims. For any official of the City to discuss or possibly acknowledge legitimacy to a claim of this nature would severely jeopardize the City's position in said litigation.

On or about, March 31, 2025 after said City Council meeting, a meeting occurred between myself, Richard Ray, Mayor Chandler, Councilman Hammons and Councilman Chris Smith. All the above stated facts and circumstances were explained to Councilmen Hammons and Smith. Both Councilmen seemed to understand and approve of the two settlements.

In closing, I would further state the following. It is my job to settle and compromise claims against the City pursuant to Charter Chapter 8. Although the Williamson claim was likely of negligible value, it would not have been possible to settle the Scot's Audio claim without cooperation of Williamson. Thus, a claim of a likely value of a minimum of \$500,000 was settled for the sums of \$170,000.00 and \$110,000.00 respectively.

No law was violated as quotes were obtained and neither quote exceeded the cost that could possibly trigger the application of the LA Public Bid Law. I know of no objection raised by any individual with knowledge of the foregoing. I was personally aware of all the facts and circumstances of this situation and approved all actions taken.

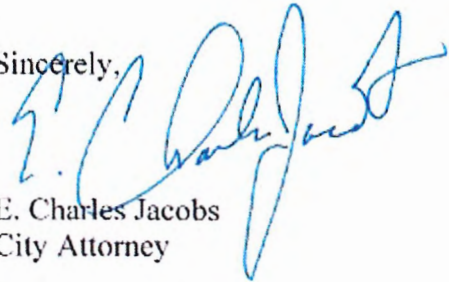
My statement is truthful and is based upon my recollections of the facts and documentation thereto and I have not engaged in collusion with any person.

The City Council and Phyllis McGraw have my contact information. My email addresses (other than any City email) are cjacobs47@icloud.com and echarlesjacobslaw22@outlook.com.

All the above is truthful to the best of my knowledge and belief. Again, I would respectfully request thirty (30) days for any/all documentation requested.

Finally, I would state, as referenced above, the City remains in active litigation concerning loss of value to the Moore Properties business/building. Any public release or discussion of access claims or the value thereof could potentially be disastrous to the City. I will be happy to answer any further questions in executive session of this Committee or of the full City Council.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Charles Jacobs", is written over a light blue rectangular background.

E. Charles Jacobs
City Attorney

Ray, Richard R.

From: Ray, Richard R.
Sent: Monday, July 14, 2025 8:55 AM
To: Hammons, Brian; Smith, Christopher
Cc: McGraw, Phyllis A.
Subject: Written statement

Importance: High

Councilman Hammons and Smith:

I am finalizing my statement and compiling the documents and will have it down to Phyllis as soon as possible. I apologize for the delay.

Richard R. Ray
Assistant Bossier City Attorney
P.O. Box 5337
Bossier City, LA 71171-5337
Phone: (318) 741-8515
Fax: (318) 741-8517



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Ray, Richard R.

From: Chandler, Thomas H.
Sent: Monday, July 14, 2025 3:05 PM
To: Ray, Richard R.
Subject: FW: July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons
Attachments: Committe Chair July 14th letter.pdf

From: McGraw, Phyllis A. <MCGRAWP@bossiercity.org>
Sent: Monday, July 14, 2025 2:47 PM
To: Jacobs, E. Charles <jacobsc@bossiercity.org>; Ray, Richard R. <rayr@bossiercity.org>; Nottingham, Amanda <nottinghama@bossiercity.org>; Crawford, Stacey <crawfords@bossiercity.org>; Ben Rauschenbach <benjamin.rauschenbach@waggonereng.com>; todd.thompson@waggonereng.com; Chandler, Thomas H. <chandler@bossiercity.org>
Cc: Ross, Debra <RossD@bossiercity.org>; Smith, Cliff <SmithCl@bossiercity.org>; Hammons, Brian <hammonsb@bossiercity.org>
Subject: July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons

Please see the attached letter from Mr. Hammons. I will be bringing in person copies momentarily. I have forwarded Ben's email concerning him being out of town and have since advised him that I have Richards response to the original letter.

Warm regards,

Phyllis McGraw, MMC

Phyllis McGraw

City Clerk

City of Bossier City

620 Benton Rd.

Bossier City, LA 71111

(318)741-8520

This email message (including any attachments) is proprietary and intended only for the named recipient(s). It may contain material that is privileged, confidential, and exempt from disclosure. No one other than the named recipient(s) may read, copy, reply on, redirect, save or alter all or any part of the message, or any attachments, in any way. If you have received this message in error, please notify the sender immediately.

July 14, 2025

Via Hand Delivery and Email

Mayor Tommy Chandler
City of Bossier City
620 Benton Road
Bossier City, LA 71111

Re: Ongoing Investigation – Use of Public Funds Related to Scot's Audio and Bossier Power Equipment

Dear Mayor Chandler,

Following a review of the sworn statements and documentation received to date, the Bossier City Council Investigative Committee finds it necessary to issue this formal correspondence to clarify expectations and direct additional actions.

The Committee hereby requests that Mr. Todd Thompson provide a sworn statement outlining his involvement in, or knowledge of, any site visits, meetings, or communications related to the improvements made at Scot's Audio and Bossier Power Equipment. His statement should include any role he played in evaluating the scope, condition, necessity, or funding related to the work performed at these locations. This statement shall be completed independently, under oath, sealed, and delivered to the Council no later than Monday, July 21, 2025, at 9:00 AM.

Additionally, the Committee requests written responses from City Attorney Charles Jacobs and Assistant City Attorney Richard Ray to the following matters:

- Whether the owner of Scot's Audio was advised that the City intended to resolve his access concerns by building a connecting road to Citizen's Bank Drive, and if so, whether he declined this option. If he declined what reason was given?
- If that alternative was not accepted, why the City proceeded with the construction of a new driveway/road at public expense.
- Why the \$220,000 expenditure related to the parking lot project was never presented to, or voted on by, the Bossier City Council but the driveway/road was presented and voted on by the council?

- Whether the two projects (estimated at \$170,000 and \$110,000) should have been treated as a single project and subjected to Louisiana Public Bid Law.

These responses are to be delivered in writing no later than Monday, July 21, 2025, at 9:00 AM.

The Committee also provides notice that it may request in-person testimony from any current or former city official or employee named in this matter, including but not limited to: Mayor Tommy Chandler, City Attorney Charles Jacobs, Assistant City Attorney Richard Ray, Chief Administrative Officer Amanda Nottingham, Risk Manager Stacey Crawford, Former City Engineer Ben Rauschenbach and Todd Thompson. Full cooperation is expected if such testimony is requested.

Also, as of this date, Mr. Richard Ray and Mr. Ben Rauschenbach have not submitted their required sworn statements. Their noncompliance is noted and must be remedied immediately. Sworn statements from both individuals are expected without further delay.

The Committee acknowledges Mr. Jacobs's request for thirty days to compile and deliver requested documentation. However, this extended timeline is not acceptable. The Committee is granting an additional one-week extension. All documentation shall be delivered no later than Monday, July 21, 2025, at 9:00 AM.

Finally, the Committee notes that in Mr. Jacobs's recent correspondence, he asserted that the City Council lacks authority to compel sworn statements or restrict contact with legal counsel. This assertion is incorrect. The Bossier City Charter, Section 3.09, explicitly empowers the Council to investigate the conduct of any department, office, or agency of the City and to subpoena witnesses, administer oaths, and require the production of evidence. The Investigative Committee has been duly formed under the authority of the Council, and its actions are within the legal and constitutional powers granted to the legislative branch of municipal government.

The Council is committed to transparency and accountability. These follow-up directives are a necessary and appropriate part of that commitment. Thank you in advance for your compliance.

Sincerely,

Councilman Brian Hammons
Chairman, Bossier City Council Investigative Committee

CC:

Councilman Cliff Smith
Councilwoman Debra Ross
City Attorney Charles Jacobs
Assistant City Attorney Richard Ray
Chief Administrative Officer Amanda Nottingham
Risk Manager Stacey Crawford
Former City Engineer Ben Rauschenbach
Todd Thompson
Phyllis McGraw, City Clerk

Emert, Jennifer J.

From: McGraw, Phyllis A.
Sent: Monday, July 14, 2025 2:47 PM
To: Jacobs, E. Charles; Ray, Richard R.; Nottingham, Amanda; Crawford, Stacey; Ben Rauschenbach; todd.thompson@waggonereng.com; Chandler, Thomas H.
Cc: Ross, Debra; Smith, Cliff; Hammons, Brian
Subject: July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons
Attachments: Committe Chair July 14th letter.pdf

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Phyllis McGraw, MMC

Phyllis McGraw
City Clerk
City of Bossier City
620 Benton Rd.
Bossier City, LA 71111
(318)741-8520

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July 14, 2025

Via Hand Delivery and Email

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City of Bossier City
620 Benton Road
Bossier City, LA 71111

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Sincerely,

Councilman Brian Hammons
Chairman, Bossier City Council Investigative Committee

CC:

Councilman Cliff Smith
Councilwoman Debra Ross
City Attorney Charles Jacobs
Assistant City Attorney Richard Ray ✓
Chief Administrative Officer Amanda Nottingham
Risk Manager Stacey Crawford
Former City Engineer Ben Rauschenbach
Todd Thompson
Phyllis McGraw, City Clerk

City Council

CITY OF BOSSIER CITY

P.O. BOX 5337

BOSSIER CITY, LOUISIANA 71171-5337

Richard Ray

14.0

Ray, Richard R.

From: Ray, Richard R.
Sent: Monday, July 14, 2025 9:28 PM
To: Hammons, Brian
Cc: McGraw, Phyllis A.
Subject: Re: July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons

Councilman Hammons:

I hand delivered my responses before noon today. As I emailed you this morning, I was not able to get my response complete this morning before court. But I was able to get it complete and hand delivered it as soon as I was out of court. I apologize for the delay.

Ben was already out of town when the original request was sent to him at 4:00 pm on Tuesday July 8th. On his behalf, I would request that you provide him with a reasonable time to provide responses upon his return.

I am in receipt of the follow up questions and will work on the responses and will provide those ahead of the Monday deadline.

Richard Ray
Sent from my iPhone

On Jul 14, 2025, at 2:46 PM, McGraw, Phyllis A. <MCGRAWP@bossiercity.org> wrote:

Please see the attached letter from Mr. Hammons. I will be bringing in person copies momentarily. I have forwarded Ben's email concerning him being out of town and have since advised him that I have Richards response to the original letter.

Warm regards,

Phyllis McGraw, MMC

Phyllis McGraw
City Clerk
City of Bossier City
620 Benton Rd.
Bossier City, LA 71111
(318)741-8520

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<Committe Chair July 14th letter.pdf>

Narrative of Richard Ray, Assistant City Attorney regarding Resolution 39 of 2025
Privileged and Confidential

July 14, 2025

Councilman Brian Hammons:

This written narrative is provided related to the handling of claims in and around the intersection of the Walter O. Bigby Carriageway ("WOBC") and Louisiana Highway 3 (Benton Road). I do so with the hope that it will help educate the new members of the City Council as well as the returning members as to the reasoning and justification for the specific handling of these claims. I feel very strongly that there has been no wrongdoing by either myself or anyone else relating to these claims and I look forward to clearing my own name as well as my staff and other members of the Legal Department. At the appropriate time, I look forward to the publication of information that publicly clears me and my staff of any wrongdoing. The misinformation and the false narratives that have been spread regarding these claims are damaging to my personal and professional reputation and it is stressful to my staff, especially the Risk Manager, Stacey Crawford. But most importantly, it threatens to harm the reputation of the Mayor, the City Council, and the city in general and it erodes the public's trust in all of us. It is unfortunate because all of this could have been avoided had it been handled differently. There are certainly things that I could have done differently and I am committed to learning from this process and working with the Mayor and the City Council to come out of this with actionable items to help us all avoid something like this in the future.

It should be noted that I was only provided with this request for information at 4:00 pm on Tuesday, July 8, 2025. I had pre-scheduled meetings all day Wednesday related to other city business and had other appointments scheduled Thursday and Friday as well. I have done my best to locate documents responsive to your request on that very short timeline but I will have to supplement this response at a later date with other documents as they become available.

Pursuant to the Bossier City Charter, the Legal Department has the authority to make recommendations with regard to all agreements and contracts as well as to represent the City in all actual and contemplated litigation. This mandate would include the power to resolve claims and enter into settlements that will protect the city from litigation or to settle ongoing litigation. Funding for such settlements is provided by the City Council in the annual budget process. This is why the allegations that there has been "unauthorized spending" or the expenditure of funds that was not authorized by the City Council is simply not true. The City Council provides funding and the charter authorizes the Legal Department to use those funds to resolve claims and protect the city from loss.

Nothing in the Charter or the Bossier City Code of Ordinances mandate that settlements (regardless of amount) be discussed or cleared with the Mayor or the City Council. Despite the lack of any such mandate, settlements are usually discussed with both the Mayor and the City Council. For reasons specific to these specific claims, the proposed resolution of these claims was discussed and cleared by the Mayor, but was not discussed with any members of the City Council. The reason for this was due to the fact that now former Councilman at Large David Montgomery was likely opposed to resolving the access claim of Scot's Audio by resolving the elevation issues and allowing access through the parking lot of Bossier Power Equipment. Due to this possible opposition, it seemed too risky to me to discuss the matter with any member of the City Council at that time so I did not discuss it with any of them. I felt it was better to complete the settlement of the claims which were very beneficial to the city and which would save potentially hundreds of thousands of dollars if not more.

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Please note that the information provided in this narrative relates to ongoing and open claims as well as open and active litigation. The statement I provide is subject to attorney client privilege and not subject to publication at this time as some of the information provided herein could be detrimental to the position of the city in the ongoing and active claims and litigation related to access in and around the Benton Road/WOBC Intersection. I would request that until such time that these claims and litigation are complete, these matters be discussed only within the confines of executive session in order to protect the position of the city.

This is a very complex situation that has developed over the course of many years, and some historical context is necessary in order to completely explain the reasoning of recent action. As you are aware, the city recently completed a long-term construction project related to the final phase of the WOBC. Several years ago and prior to my tenure at the city, the city applied for a permit from the Louisiana Department of Transportation and Development (DOTD) to tie into Louisiana Highway 3 (Benton Road). In order to obtain said permit, DOTD gave the city a list of non-negotiable items that would have to be included in the construction project. These items included the removal of all ingress and egress (curb cuts) on the east side of Benton Road as well as a raised median in the center of Benton Road, which would also limit access to the various businesses on both the east side and west side of Benton Road.

A decision was made (again this was long before my time) to begin expropriation proceedings on the east side of Benton Road, but to only expropriate the access to Benton Road but not to expropriate and purchase the entire property. Basically, the city decided to take away the direct access to Benton Road for three buildings, each with separate owners. For ease of reference I will refer to these as follows:

1. Avery Hardware Building;
2. Moore Properties (Bedroom Sleep Shop); and
3. Nichols Lube

See the photo diagram below for specific identification of the three the properties.



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The strategy of expropriating only the access may have seemed to be prudent at the time, and it may have been believed that it would save the city money, but it has certainly not been successful in the long-term and has put the city into a situation of constant litigation and ongoing expense. It has been very expensive and is still ongoing at this time with regard to property number 2, the Bedroom Sleep Shop. Claims related to the other properties have been resolved and the city owns properties number 1 and number 3. But the ongoing problems with the access claims and litigation on the east side of Benton Road were taken into consideration when there was an opportunity to keep the city out of similar litigation on the west side of Benton Road, namely, a claim related access by Scot's Audio.

To date, Bossier City has expended approximately \$9 million in addressing access claims on both sides of Benton Road at the intersection of the WOBC. The vast majority of these funds expended predate my time with the city and the only part of the \$9 million that I had anything to do with was \$2 million to settle the claim of Nichols lube. The owner of that business was seeking approximately \$11 million in damages for what he alleged was the complete loss of his business which Nichols alleged was caused by the city removing his direct access to Benton Road. The Nichols Lube settlement was finalized in 2022 with the consent of the Mayor and all members of the City Council.

The information requested has to do with two separate and distinct claims related to businesses located on the west side of Benton Road. One is a threat of litigation and a claim made against the city by Bossier Power Equipment and it's owner Charlie Williamson for damage that he alleges has occurred to his parking lots as well as to the structure of his business due to the nearby construction of the elevated portion of the WOBC, specifically the piledriving activities that occurred sometime ago. The other claim is by Scot Boswell, the owner of Scot's Audio. The Boswell claim is related to his loss of access to the northbound traffic on Benton Road. While these businesses are adjacent to each other on the west side of Benton Road (south of the intersection with the WOBC) the claims are completely separate and distinct in nature and have been handled as two separate and distinct standalone claims by two different potential claimants. If litigation were filed against the city by these claimants, they would be in separate suits that would be for completely separate causes of action. This is not one claim. It is two separate and distinct claims.

At some point in late 2023 I was first made aware of allegations made by Charlie Williamson, the owner of Bossier Power Equipment located at 2101 Benton Road that cracks in his parking lot, the foundation of his building, and the concrete behind his building had been damaged by the construction of the WOBC, namely, the pile driving operations that had been ongoing in the preceding year or so. On February 9, 2024, I had my first site visit with Mr. Williamson who showed me cracks in and around his business. In my 25 years in the practice of law, I have been involved in several cases involving structural defects and cracks in concrete and I feel that I am uniquely qualified among lawyers to be able to identify and distinguish between superficial cracks and a structural cracks. Nothing that I saw in February 2024 appeared to me to be a structural crack. But I am not an engineer. I did speak to acting City Engineer Ben Rauschenbach about the issue and he told me that based on the ongoing complaints, several engineers had gone to look at the cracks, including at least one structural engineer.

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It was my understanding from Mr. Rauschenbach that none of the engineers were of the opinion that the cracks were related in any way to the construction of the WOBC. In fact, it was my understanding that the engineers believed the cracks were all superficial in nature and while they may have been unsightly and while Mr. Williamson may not like the cracks, none of them were caused or were exacerbated by the construction of the WOBC. If anything, these were old cracks that were likely made worse by the recent extreme cold events in 2021 and 2023. The most recent of which was in Christmas 2023 just a few months before my initial visit to Bossier Power Equipment.

Over the course of the next year, Mr. Williamson continued to make persistent complaints regarding the cracks in his parking lot but there was no evidence of any connection to the construction, and, therefore, there was no meaningful effort to resolve the alleged damage and the claim of Bossier Power Equipment. Mr. Williamson remained exceedingly persistent and continued to call me and insist that something be done about the cracks in and around his business.

Then on June 4, 2024, the potential claim of Scot's Audio was brought to my attention when councilman Montgomery spoke up at the end of the June 4, 2024, city council meeting and, completely unprompted by anything on the agenda, Mr. Montgomery made public comments that the city could be sued by Scot's Audio for taking away his access to the northbound traffic of Benton Road. A link to the comments in the meeting is are provided below:

<https://youtu.be/JFnW0QGQ8Dk?si=1htaYABvAmHGdDkl&t=2055>

I remember being caught completely off guard and surprised by councilman Montgomery's public comments and felt that this public discussion could potentially set the city up for a very expensive and protracted legal fight over access much like the Nichols Lube claim and resulting litigation. Councilman Montgomery, in the latter part of 2024, led an effort to fund a road that would wind around and connect with the north part of the parking lot of Scot's Audio, presumably resolving the access issue to the satisfaction of the owner of Scot's Audio. I would later learn that this was not the preferred solution of Scot Boswell. It was his preferred solution that his customers obtain access through the parking lot of Bossier Power Equipment. Unfortunately, the "road fix" which the City Council funded at a cost of more than \$2 million was likely not sufficient to obtain a full release of liability from Scot Boswell. But no one knew that at the time.

In late 2024, due to the persistent phone calls of Charlie Williamson to the Mayor and others in the city, including the Engineering Department and myself, a meeting was scheduled with Charlie Williamson to try to ascertain exactly what he was requesting that the city do in order to remedy his alleged claims of cracks and damage. I participated in a meeting with Mr. Williamson, Mayor, Chandler, and Ben Rauschenbach and it was agreed that Mr. Williamson, myself, and Todd Thompson would meet on site at his business at a later date so that a specific scope of any project to fix his parking lot could be evaluated.

On February 17, 2025, myself and Todd Thompson with Waggoner Engineering met Mr. Williamson outside of his business. We discussed with Mr. Williamson a limited scope of possible replacement of part of his parking lot in the front on the Benton Road side at that time, we only intended to measure his parking lot so that we could obtain a quote and determine whether it was even something that could be considered. Mr. Williamson claimed to be speaking for himself and Scot Boswell of Scot's Audio. I asked Mr. Williamson to introduce me to Scot as I had never even met Mr. Boswell. Mr. Williamson, Todd Thompson, and myself walked over to Scot's Audio and included Scot Boswell in the discussion. At that time, it became exceedingly clear to me that Scot

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Boswell wanted to obtain access for his customers through the Bossier Power Equipment parking lot. But at the time the parking lot did not connect and there was a significant elevation difference between the level of the Bossier Power Equipment parking lot and the Scot's Audio parking lot. See the photo below from Google Street view from prior to the work that was recently undertaken showing that the parking lots did not connect at all and it would have been impossible for customers to access Scot's Audio through the Bossier Power Equipment parking lot.



2102 Benton Rd

7 months ago · See more dates >



2102 Benton Rd

7 months ago · See more dates >

**Narrative of Richard Ray, Assistant City Attorney regarding Resolution 39 of 2025
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Based on the discussion of all the parties, I obtained a handshake agreement with the owner of Bossier Power Equipment and Scot's Audio that if the elevation issue was resolved between the parking lots and they were connected and if each property owner executed reciprocal servitudes of access that would be recorded and go with the respective properties then Scot Boswell would release the City of Bossier City from any liability related to the construction of the WOBC including the access claims, which were made more viable by the discussion had in the June 4, 2024 council meeting by council Montgomery.

Charlie Williamson told me on that date that he still believed his cracks were related to the construction and that if he did not get some relief from the city, he would knock on every door in a large radius in the area and would initiate a class action against the city for damage done by the construction, particularly the pile driving activities. Williamson claimed that he had spoken to homeowners and businesses as far away as Home Depot and that he could rally a number of other property owners to join in a lawsuit against the city. But he agreed that he would execute a written release of all liability if the city would pay to have the broken concrete in the front of his business replaced. Williamson also said he would agree to allow access to Scot's Audio through his parking lot and would execute a written servitude of access agreement. Based on this information and knowing that the access claim of Scot's Audio is the claim that could result in years of costly litigation and the city could have liability for such a claim, I instructed Mr. Thompson to mark the area of the Bossier Power Equipment parking lot and also mark a portion of the Scot's Audio parking lot adjacent to the Bossier Power Equipment parking lot.

Based on the possibility of resolving both these claims, an informal verbal quote was obtained from one contractor (James R. Martin Building and Remodeling) and the total amount for the replacement of the front parking lot of Bossier Power Equipment and as a separate informal quote, the replacement of approximately 20% of the south part of the parking lot of Scot's Audio and resolution of the elevation differences. The total amount of these two claims was approximately \$220,000. I obtained this information verbally in a phone conversation with Ben Rauschenbach. I took this information directly to the Mayor, who authorized me to move forward with obtaining more formal specific quotes for the work on the two separate claims.

Prior to obtaining the written estimates for the work at these two separate parking lots, Ben Rauschenbach called me and explained that due to the fact that the City Council had already authorized connecting the road to the north side of the Scot's Audio parking lot and because remedial work would have to be done on the north end of the Scot's Audio parking lot in order to connect to the road, it seemed to make more sense to get a quote to replace the entire Scot's Audio parking lot rather than only a portion on the south side and a portion on the north side. Based on this telephone conversation between Mr. Rauschenbach and I authorized Mr. Rauschenbach to obtain the quotes for the work to be done in each parking lot. But the quotes were obtained as separate quotes in order to continue to maintain them as two separate claims as they were completely separate potential claims against the city. The claim of Scot's Audio is related to access only and the claim of Bossier Power Equipment is related to cracks only. Each are separate and distinct, and would certainly result in two separate lawsuits were we not able to get them resolved.

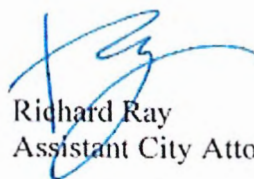
Narrative of Richard Ray, Assistant City Attorney regarding Resolution 39 of 2025
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The quote for Scot's Audio replacing the entire parking lot and matching the elevation to the Bossier Power Equipment parking lot was \$110,000. The quote to replace the Bossier Power Equipment, parking lot and match the elevation to the Scot's Audio parking lot was \$170,000. Copies of both estimates are attached. While, no other quotes were necessary, two other quotes were requested from other contractors. H&H Contractors provided a quote for Bossier Power Equipment in the amount of \$247,010.00 (which was to replace the Bossier Power Equipment parking lot and the small area in on the south end of the Scot's Audio parking lot) and Scot's Audio in the amount of \$249,260.00. The total for H&H was \$496,270.00. The contractor for the on demand, streets and sidewalks program, RVP, was also approached about providing a quote but declined to provide a quote for the two claims. It was clear to me that we had an opportunity to resolve the access claim of Scot's Audio (which was a very viable claim against the city and which would be very costly to litigate), as well as settle the claim of Bossier Power Equipment, which, while there was little to no evidence that the claim had any merit, the litigation itself would be very costly, especially in light of the threat of Charlie Williamson to involve other businesses and residences in his claim related to cracks in concrete.

As I have explained, the city has spent more than \$9 million in resolving other access claims in and around the WOB/Benton Road intersection. This includes a new parking lot for Brigham Dentistry that was included in the project sometime prior to 2021. We are still in litigation across the street against the Bedroom Sleep Shop and we currently have a demand of \$2 million on top of the \$9 million already expended on access claims. Based on all these factors, it was clear to me that if we could move quickly and resolve any potential access claim of Scot's Audio for \$110,000 we should do so immediately. Accordingly, I authorized the Engineering Department to move forward with the work to be performed by James R. Martin based on the quotes.

Construction began in March then prior to completion, the matter was openly discussed in the March 25, 2025, city council meeting. I was told by Ben Rauschenbach as we walked out for the meeting that Councilman Brian Hammons would be asking about it. I sent a series of text messages to Councilman Hammons (copies of which are enclosed) requesting that the matter not be discussed publicly as it related to possible litigation and the public discussion could hurt the position of the city. Unfortunately, Councilman Hammons did not see my text messages and the matter was discussed and outdated and partially incorrect information was shared with the public.

Immediately following the council meeting of March 25, 2025, you and I and Mr. Jacobs had a heated discussion in which I expressed my frustration that the status of two open claims was publicly discussed. Then on March 31, 2025, a meeting was held that included myself, you, the Mayor, City Attorney Charles Jacobs, and Councilman at Large Chris Smith in which the information regarding the handling of the claims were discussed. On April 8, 2025, the matter was added to the city council agenda to be discussed in executive session. Mr. Jacobs and myself briefed the council on the ongoing handling of these claims. I look forward to answering any further questions that you may have and look forward to being able to close out these two claims to the benefit of the city.

 7/14/25
Richard Ray
Assistant City Attorney



Brian



Tue, Mar 25 at 2:27 PM



2:27 PM



2:27 PM

Can we talk after the meeting about parking lot replacement on Benton Road. We are trying to avoid litigation.

3:03 PM

I would rather not have that discussion in public at this point because it could open Pandora's box and cost the city more money.

3:04 PM

Disregard. Box opened.

3:23 PM

Thu, Mar 27 at 2:48 PM

Disregard Box opened.

3:23 PM

Thu, Mar 27 at 2:48 PM

Call u back in bad area in plain dealing

2:48 PM

Ok. Thanks.

2:48 PM

Thu, Mar 27 at 5:35 PM

Can you talk now?

5:35 PM

Thu, Mar 27 at 7:42 PM

I'm sorry to be a pest but I wanted to get with you to provide you with accurate information on this parking lot situation because I feel very strongly that the misinformation that is swirling around is very bad for the city. Let me know when you can talk. I can come to you tonight or in the morning or we can talk on the phone.

7:42 PM

I have peoe with me. Almost to Longview to pick up a truck. Will holler tomorrow.

7:45 PM

Ok. Thanks.

7:45 PM

Be careful

7:45 PM



James R. Martin
Building & Remodeling
8010 Youree Drive
Shreveport, LA 71115
JRMartinBR@aol.com
318-218-1024

Date	Estimate #
2/19/2025	1862

Name / Address
BOSSIER CITY HALL

Description	Qty	Rate	Total
2101 BENTON RD - REPLACE PARKING LOT AT BOSSIER POWER EQUIPMENT - SAW CUT CONCRETE IN FRONT OF STORE & AROUND EXISTING CURBS - BREAK & REMOVE 6 INCH CONCRETE - REMOVE 2,387 SQ YARDS OF DIRT - ADD 2,387 SQ YARDS OF CRUSHED CONCRETE - REPOUR PARKING LOT WITH 4,000 PSI CONCRETE REINFORCED FOR TRUCKS - SEAL CRACK OF EXISTING CONCRETE & EXPANSION JOINTS - STRIP PARKING LOT TO ORIGINAL - POUR HANDICAP RAMPS - REMOVE HEDGES - REMOVE & REPLACE RAILINGS - FURNISH BOND FOR PROJECT **JOB WILL BE DONE IN PHASES NOT TO AFFECT CUSTOMERS BUSINESS		170,000.00	170,000.00
PRICING IS BASED ON WORK BEING PERFORMED DURING NORMAL BUSINESS HOURS--MONDAY THROUGH FRIDAY 7:00 AM TO 3:00 PM THANK YOU FOR THE OPPORTUNITY TO BID ON THIS PROJECT. BID GOOD FOR 30 DAYS FROM DATE ON ESTIMATE			
SIGNATURE OF ACCEPTANCE: _____			
DATE: _____		Total	\$170,000.00



James R. Martin
Building & Remodeling
8010 Youree Drive
Shreveport, LA 71115
JRMartinBR@aol.com
318-218-1024

Date	Estimate #
2/24/2025	1863

Name / Address
BOSSIER CITY HALL

Description	Qty	Rate	Total
2113 BENTON RD - REPLACE PARKING LOT AT SCOT'S AUDIO - SAW CUT CONCRETE IN FRONT OF STORE & AROUND EXISTING CURBS - BREAK & REMOVE 6 INCH CONCRETE - REMOVE 2,387 SQ YARDS OF DIRT - ADD 2,387 SQ YARDS OF CRUSHED CONCRETE - REPOUR PARKING LOT WITH 4,000 PSI CONCRETE REINFORCED FOR TRUCKS - SEAL CRACK OF EXISTING CONCRETE & EXPANSION JOINTS - STRIP PARKING LOT TO ORIGINAL - POUR HANDICAP RAMPS - REMOVE HEDGES - REMOVE & REPLACE RAILINGS - FURNISH BOND FOR PROJECT **JOB WILL BE DONE IN PHASES NOT TO AFFECT CUSTOMERS BUSINESS		110,000.00	110,000.00
PRICING IS BASED ON WORK BEING PERFORMED DURING NORMAL BUSINESS HOURS--MONDAY THROUGH FRIDAY 7:00 AM TO 3:00 PM THANK YOU FOR THE OPPORTUNITY TO BID ON THIS PROJECT. BID GOOD FOR 30 DAYS FROM DATE ON ESTIMATE.			
SIGNATURE OF ACCEPTANCE: _____ DATE: _____		Total \$110,000.00	

City of Bossier
Scotts Audio and Trin
February 26, 2025

Ref. No.	Item Description.....	Quantity	Unit Measure	Unit Price	Amount
1	Saw Cut	400.00	LF	\$ 10.00	4,000.00
2	Removal of Concrete	1,104.00	SY	\$ 25.00	28,850.00
3	Excavation	1,104.00	SY	\$ 25.00	28,850.00
4	Crushed Concrete	1,104.00	SY	\$ 35.00	41,700.00
5	PCC	944.00	SY	\$ 80.00	75,520.00
6	Reinforced PCC	250.00	SY	\$ 100.00	25,000.00
7	Sealing	250.00	LF	\$ 8.00	2,000.00
8	Striping	1.00	LR	\$ 3,000.00	3,000.00
9	Handicap Ramps	2.00	Each	\$ 2,000.00	4,000.00
10	Remove and Dispose of Hedges	1.00	LS	\$ 750.00	750.00
11	Remove and Replace Railings	1.00	LS	\$ 1,000.00	1,000.00
12	Band	1.00	EA	\$ 7,500.00	7,500.00
13	Motivation	1.00	EA	\$ 25,000.00	25,000.00
TOTAL AMOUNT OF BID					249,260.00

City of Bossier
Bossier Power Equipment
February 25, 2025

Ref. No.	Item Description.....	Quantity	Unit Measure	Unit Price	Amount
1	Sew Cut	400.00	LF	\$ 10.00	4,000.00
2	Removal of Concrete	1,184.00	SY	\$ 25.00	29,600.00
3	Excavation	1,184.00	SY	\$ 25.00	29,600.00
4	Crushed Concrete	1,184.00	SY	\$ 35.00	41,760.00
5	PCC	844.00	SY	\$ 80.00	75,520.00
6	Reinforced PCC	250.00	SY	\$ 100.00	25,000.00
7	Sealing	250.00	LF	\$ 8.00	2,000.00
8	Striping	1.00	LS	\$ 4,500.00	4,500.00
9	Handicap Ramps	1.00	Each	\$ 2,000.00	2,000.00
12	Road	1.00	EA	\$ 7,500.00	7,500.00
13	Mobilization	1.00	LS	\$ 25,000.00	25,000.00

TOTAL AMOUNT OF BID

247,010.00



OFFICE OF CITY ATTORNEY

E. CHARLES JACOBS
CITY ATTORNEY

P. O. BOX 5337
BOSSIER CITY, LOUISIANA 71171-5337

(318) 741-8515
FAX NO. (318) 741-8517

RICHARD RAY
ASSISTANT CITY ATTORNEY

July 16, 2025

Councilman Brian Hammons
620 Benton Road
Bossier City, LA 71111

Dear Councilman Hammons,

Please be advised that this statement is in response to your request of July 14, 2025.

I have no knowledge concerning whether Scot Boswell was advised that the city intended to resolve access concerns by the construction of a connecting road. I, myself, to my best of my recollection and knowledge was never consulted by any member of the Council concerning said access road nor by any City official or employee, other than Richard Ray. I, myself, have never communicated, in any form with Scot Boswell. Concerning the question of why the city and the City Council proceeded with the construction of said road, I presumed that members of the City Council had discussed the matter with Boswell and that Boswell and the City Council were satisfied with said solution. Again, no member of the City Council consulted with me concerning said project.

The parking lot solution was not presented to Council because it did not require City Council approval pursuant to the terms of the Charter. I have the authority to handle all legal matters and pending claims pursuant to Chapter 8. In addition to above as a practical matter, I have confidentiality concerns. As stated previously, the city was and is still currently in active litigation with Moore Properties concerning the exact same issue of restricted access. Any release of information concerning the Boswell issue has the potential to harm the city's position in said litigation.

Concerning the question of why the situation was considered two claims/projects as opposed to one single project:

- a) The claim of Charlie Williamson (Bossier Power Equipment) was based upon his allegations physical damage to his premises (front parking lot, building slab, and rear paved area) due to construction (including but not limited to pile driving activity) of the parkway. This was a separate and distinct cause of action from the Scot Boswell claim (Scot's Audio) which was based upon loss

of value due to loss of access. The property affected was owned by two distinct individuals/entities. The only connection/area of intersection involved was the refusal of Williamson to allow a common use/servitude agreement by the patrons of Scot's Audio across his parking lot unless said parking lot was replaced.

- b) The Scot Boswell claim (Scot's Audio) as stated previously involved the much more serious claim i.e. loss of value due to loss of access. Scot Boswell has not made a claim for any sort of physical damage. Again, there exists no commonality of ownership between the two businesses or the physical premises of the two businesses.

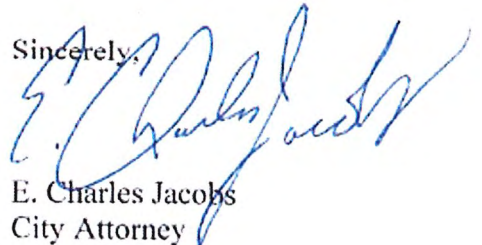
Simply put, the two claims were made by two separate and distinct entities claiming damages from two separate and distinct cases. As stated previously, the Williamson claim while not being as serious as the Boswell claim would have been costly to litigate involving not only attorney fees but also the costs of independent experts.

Concerning the documentation requested, I have made a diligent search for any written communication with any person concerning the claims. There exist no correspondence, electronic correspondence, or text messages as to this matter. Again, as stated previously, I have orally discussed this matter with the following individuals:

- a) Richard Ray
- b) Mayor Thomas Chandler
- c) Councilman Brian Hammons
- d) Councilman Chris Smith

Finally concerning my assertion that the Council lacks the authority to restrict access to legal counsel, I stand by this assertion. Both the United States Constitution and the Louisiana State Constitution, as well as, statutory law confer for the ability of anybody being investigated for commission of a possible crime (failure to cooperate with this instant investigation). Concerning my assertion that the Council lacks the authority to compel a written, sworn statement under the penalty of perjury, I likewise stand by said assertion. Said authority does not exist in Charter Section 3.09. The Council does have the authority to administer an oath (by a qualified individual) and require testimony. If requested, I would be more than willing to testify under oath concerning this matter as I have now given a second truthful statement. I would again respectfully request that said testimony take place in executive session so as not to jeopardize the city's position in the Moore Properties litigation.

Sincerely,



E. Charles Jacobs
City Attorney

Ray, Richard R.

From: Ray, Richard R.
Sent: Friday, July 18, 2025 3:26 PM
To: Joel Long
Cc: Jacobs, E. Charles
Subject: RE: July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons

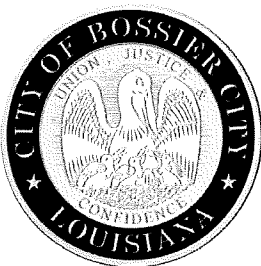
Mr. Long:

I understand and will convey the message.

If you need anything from us, please let us know.

Thank you,

Richard R. Ray
Assistant Bossier City Attorney
P.O. Box 5337
Bossier City, LA 71171-5337
Phone: (318) 741-8515
Fax: (318) 741-8517



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From: Joel Long <Joel.Long@trilongroup.com>
Sent: Friday, July 18, 2025 2:45 PM
To: Jacobs, E. Charles <jacobsc@bossiercity.org>; Ray, Richard R. <rayr@bossiercity.org>
Subject: [EXT] July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons

Mr. Jacobs and Mr. Ray:

My name is Joel Long and I am general counsel for Trilon Group, LLC, the parent company of Waggoner Engineering. Waggoner has received the subject letter from Councilman Hammons requesting that Waggoner's Director of Utility Operations, Todd Thompson, provide information in connection with an

investigation Councilman Hammons is conducting. As I believe Mr. Thompson has already informed the City, Waggoner is reviewing the matter and not able to meet the July 21, 2025 response date set forth in the letter. Waggoner anticipates responding by July 28, 2025.

Joel Long
Vice President and General Counsel
Trilon Group, LLC
(415) 596-9558

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Ray, Richard R.

From: Ray, Richard R.
Sent: Friday, July 18, 2025 5:42 PM
To: Hammons, Brian
Cc: McGraw, Phyllis A.
Subject: FW: July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons

Brian:

Below is an email sent to myself and Charles earlier today from the general counsel for Waggoner Engineering. I am not sure if you were sent anything directly but I wanted to pass this along to you so you would have benefit of the information regarding the timeline of a response from Todd Thompson.

Richard

From: Joel Long <Joel.Long@trilongroup.com>
Sent: Friday, July 18, 2025 2:45 PM
To: Jacobs, E. Charles <jacobsc@bossiercity.org>; Ray, Richard R. <rayr@bossiercity.org>
Subject: [EXT] July 14th request from Investigative Committee Chair, Honorable Councilor Brian Hammons

Mr. Jacobs and Mr. Ray:

My name is Joel Long and I am general counsel for Trilon Group, LLC, the parent company of Waggoner Engineering. Waggoner has received the subject letter from Councilman Hammons requesting that Waggoner's Director of Utility Operations, Todd Thompson, provide information in connection with an investigation Councilman Hammons is conducting. As I believe Mr. Thompson has already informed the City, Waggoner is reviewing the matter and not able to meet the July 21, 2025 response date set forth in the letter. Waggoner anticipates responding by July 28, 2025.

Joel Long
Vice President and General Counsel
Trilon Group, LLC
(415) 596-9558

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Ray, Richard R.

From: Ray, Richard R.
Sent: Monday, July 21, 2025 8:57 AM
To: Hammons, Brian
Cc: McGraw, Phyllis A.; Emert, Jennifer J.
Subject: Fwd: Investigation response 7.21.25

Councilman Hammons:

Attached is a copy of my written response to your 7/14/2025 letter to the Mayor.

Richard Ray

Ray, Richard R.

From: Ray, Richard R.
Sent: Monday, July 21, 2025 9:19 AM
To: Hammons, Brian
Cc: McGraw, Phyllis A.
Subject: Fwd: Investigation response 7.21.25
Attachments: 20250721092520214.pdf

Sorry. The attachment didn't forward on the other email. See attached.

Richard Ray
Sent from my iPhone

Begin forwarded message:

From: "Emert, Jennifer J." <EMERTJ@bossiercity.org>
Date: July 21, 2025 at 8:53:03 AM CDT
To: "Ray, Richard R." <rayr@bossiercity.org>
Subject: Investigation response 7.21.25

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**Written response of Richard Ray, Assistant City Attorney
Privileged and Confidential**

July 21, 2025

Mayor Thomas H. Chandler
620 Benton Road
Bossier City, LA 71111

I was provided a copy of a letter that councilman Brian Hammons wrote to you in his role as Chairman of the recently constituted Bossier City Council Investigative Committee. In the letter he requests that as a follow up to the information and documents provided on July 14, 2025, you obtain written responses from myself and Mr. Jacobs on additional matters. Please consider this letter my written responses as requested. The following responses are provided without a waiver of attorney client privilege and pertain to open risk management claims and active litigation. As such, I request that to the broadest extent possible, this information remain privileged and confidential until such time the as the release would not have a detrimental effect on position of the City of Bossier City in open and active litigation.

Request for Information # 1:

- *Whether the owner of Scot's Audio was advised that the City intended to resolve his access concerns by building a connecting road to Citizen's Bank Drive, and if so, whether he declined this option. If he declined what reason was given?*

Response to Request for Information # 1:

While over the course of more than a year beginning in 2023 I was involved in multiple conversations and meetings with Charlie Williamson (Bossier Power Equipment) regarding his persistent allegations of cracks in his parking lot and building, my first (and only) conversation with Scot Boswell (Scot's Audio) was on February 17, 2025. I have no idea whether anyone representing the city had discussed the plans for the connecting road with him. I had not discussed the matter with him (or anyone else). It should also be noted that I was never informed that "*the City intended to resolve his access concerns by building a connecting road to Citizen's Bank Drive*" as implied in the question. I am the attorney assigned to handle the day-to-day operations of Risk Management for the city. If there was an agreement to resolve the access concerns it would have been advisable for someone to share that information with me. When I met with Scot Boswell on February 17, 2025, he was aware of the plan to build a road that would snake around the back of his building and terminate with a connection on the north side of his parking lot. In fact, I seem to recall that at the time of our meeting in February, the area was already marked in some way with flags and stakes and some of the construction had already begun. But it was clear to me that his preferred solution to the access issues created by the DOTD mandated raised median was to obtain cross access and so that his customers would be able to drive through the parking lot of Bossier Power Equipment.

**Written response of Richard Ray, Assistant City Attorney
Privileged and Confidential**

At the time of my conversation with Scot Boswell on February 17, 2025, the parking lots of Bossier Power Equipment and Scot's Audio were not directly adjacent to each other and were separated by an area of grass. Also, the two parking lots remained at different elevations. It was estimated that the elevation difference was between one and two feet. Because of the area of grass coupled with the elevation difference, there was no way for anyone to safely drive a vehicle between the parking lots of the two businesses. Additionally, there was no agreement with Bossier Power Equipment to allow cross access through the parking lot. I have no information related to an agreement with Scot Boswell to "resolve his access concerns" with the road behind his business. I can only relay that it seemed clear to me that his preferred solution was to obtain cross access through the parking lot of Bossier Power Equipment.

Request for Information # 2:

- *If that alternative was not accepted, why the City proceeded with the construction of a new driveway/road at public expense.*

Response to Request for Information # 2:

As previously stated, I was unaware of any offer or agreement with Scot Boswell regarding the construction of the road connecting the to the north side of his parking lot. I can only provide information regarding the discussion that I had with him on February 17, 2025. Based on that conversation, he made it clear that he would release the city from any and all liability for all claims related to the WOBC if the city would reconstruct the south end of his parking lot to allow his customers to gain access to the intersection of Citizens Bank Drive and Benton Road (in front of Bossier Power Equipment). The city would have to obtain a written agreement from Charlie Williamson for such access. I was never included or involved in the plan for a north side road. But on February 17, 2025, I was provided an opportunity to obtain a full and final release from Scot Boswell and Scot's Audio and keep the city out of costly litigation by providing to Boswell his preferred method of customer access. This was a way to address his loss of access caused by the DOTD mandated raised median in Benton Road which would be the subject of any litigation he could bring against the city. I do not know anything about an agreement that Scot Boswell may or may not have made to release the city from liability if the city constructed the road on the north side of his business. I have never been provided with information regarding any such agreement.

By the time I met with Scot Boswell on February 17, 2025, the Ordinance authorizing the construction of the road within a change order to WOBC Phase II had already been adopted by the City Council. The final passage of Ordinance 112 of 2024 had occurred months before on November 5, 2024.¹ The change order was adopted by a majority of the City Council (with Councilman Hammons as the only vote against).

¹ Ordinance 112 of 2024 as adopted on November 5, 2024, appropriated \$2,800,000.00 from the 2018 LCDA Bond Fund and approved change order 12 for the construction of Citizens Bank Drive Roadway Extension in the amount of \$2,533,740.91 for the Walter O. Bigby Carriageway Phase II Project.

**Written response of Richard Ray, Assistant City Attorney
Privileged and Confidential**

WOBC Phase II Change Order 12 provided funding for the construction of Citizens Bank Drive Roadway Extension in the amount of \$2,533,740.91. This was adopted more than three months prior to my first and only contact with Scot Boswell regarding the issue. I recall at least one conversation with Councilman Hammons regarding the possible cancellation of the construction of the road to the north side of Scot's Audio either in the March 31, 2025, meeting² related to the subject of these parking lots or sometime shortly thereafter. Because the money had already been appropriated as a change order in November 2024, I was unable to provide a workable solution that would stop the construction of the road and save the additional construction costs. Such a change would not be possible without specific legislative action. To my knowledge, the City Council has taken no action on the issue since this was first raised in a public meeting on March 25, 2025. I am unable to provide a reason for why the road was constructed other than to report that I was unaware of any agreement between the city and Scot Boswell to resolve the disputed access claim by constructing the road on the north side of his business. The funds had already been expended and the project was already well underway by the time I was first introduced to Scot Boswell on February 17, 2025.

Request for Information # 3:

- *Why the \$220,000 expenditure related to the parking lot project was never presented to, or voted on by, the Bossier City Council but the driveway/road was presented and voted on by the council.*

Response to Request for Information # 3:

Request for Information # 3 is based on the false premise that the funding for the settlement of these two separate claims (Bossier Power Equipment and Scot's Audio) was not specifically authorized by the City Council. In fact, the expenditures related to the "parking lot project" as well as the "driveway/road" were **BOTH** voted on and approved by the City Council. It is incorrect and disingenuous to suggest that the "parking lot project" was based on unauthorized spending. The funding for the "driveway/road" was approved by the City Council as a change order to the WOBC project on November 5, 2025, while the "parking lot project" was approved by the City Council in the 2025 operating budget. Each year as part of the budget process, the City Council approves money to be placed into one internal service fund for insurance premiums as well as for ongoing workers' compensation and general insurance matters. This general insurance fund is then utilized by the Legal Department and the Risk Manager (under the direct supervision of the Legal Department) to resolve claims throughout the following year. The authority for the Legal Department to negotiate and enter into legal settlements and to resolve claims comes from the Bossier City Charter while the funding for such legal settlements and claim resolution comes through the annual budget process. The

² After the March 25, 2025, City Council meeting in which these issues were discussed, the Mayor (at my request) scheduled a meeting with Councilman Hammons so that I could provide more accurate and more up-to-date information regarding the resolution of the claims against the city by Bossier Power Equipment and Scot's Audio. The meeting was held in the Mayor's office on March 31, 2025. In attendance at the meeting were Mayor Tommy Chandler, Councilman Brian Hammons, Councilman at Large Chris Smith, City Attorney Charles Jacobs, and Assistant City Attorney Richard Ray.

**Written response of Richard Ray, Assistant City Attorney
Privileged and Confidential**

2025 Bossier City budget was presented to and voted on by the City Council on November 19, 2024. The agreements with Bossier Power Equipment and Scot's Audio were made by me, with the consent of the Mayor, utilizing the appropriated funds so that the city could avoid costly litigation and mitigate any greater potential liability.

Request for Information # 4:

- *Whether the two projects (estimated at \$170,000 and \$110,000) should have been treated as a single project and subjected to the Louisiana Public Bid Law.*

Response to Request for Information # 4:

As explained in detail in my written statement dated July 14, 2025, these are two separate and distinct claims made by two separate claimants and are based on different theories of recovery. Bossier Power Equipment's claim is based on alleged cracks and damage to the parking lot and structure of the building while the claim of Scot's Audio is based on loss of customer access. It is alleged that Scot's Audio has suffered a loss of vehicle access due to the raised median in the middle of Benton Road that was mandated by DOTD in order for the city to obtain the permit to complete the WOBC. These two separate claims stand on their own and any potential lawsuit would be brought against the city by separate parties in separate lawsuits. These are two spectate claims. Therefore, there is no reason to treat the separate resolution of the claims as one project. Additionally, had the city chosen to aggregate the claims into one project as suggested and put the matter out for bid, such a public disclosure of the projects could have a detrimental effect on the city's position in open and active litigation related to alleged loss of customer access caused by the WOBC project.³

###

This concludes my responses to the request of Councilman Hammons for additional information in his July 14, 2025, letter to you. But in addition to providing the preceding responses, I feel compelled to address several other issues raised in the letter and do so as follows:

Councilman Hammons reported to you that I had not provided a response to his original request for information. This is false. I had personally delivered my written responses the morning of Monday, July 14 as soon as the Bossier City Court docket for that morning was complete. As you know, one of the many hats I wear at the city is serving as the primary prosecutor in Bossier City Court. We generally have a large docket every Monday morning and July 14, 2025, was no different. I had informed councilman Hammons by email prior to the 9:00 am deadline that I would not be able to deliver my written responses that morning due to unforeseen circumstances beyond my control including the fact that we had to start court early that day. But I explained to councilman Hammons that I would deliver my responses as soon as court was concluded which is exactly what I did. Emails related to these communications are attached hereto. In fact, I was copied on an email in which Councilman Hammons was notified by the clerk that I *had* provided a response to his original request. So I am more than a bit

³ Bossier City is currently actively engaged in litigation against Moore Properties, LLP under Bossier Parish Docket# 163260 related to allegations of restricted customer access issues caused by the WOBC project.

Written response of Richard Ray, Assistant City Attorney
Privileged and Confidential

confused as to why his letter to you indicates that I had not provided written responses when I had done so. I can assure you that I am providing full cooperation to Councilman Hammons and the investigative committee while still maintaining all of my regular duties and responsibilities to the City of Bossier City.

Another issue I feel compelled to address is the fact that in his July 14, 2025, letter to you, Councilman Hammons notifies you that he and the Committee disagree with the opinion provided by City Attorney Charles Jacobs relative to the powers granted to the City Council in Section 3.09 of the Bossier City Charter. It should be noted that this particular section was the focus of much discussion and debate during last year's charter review process. As I stated publicly then and continue to maintain, it is my opinion that the criminal provisions of Section 3.09 are unconstitutional and unenforceable. It would be a violation of both the United States Constitution and the Louisiana Constitution for the Bossier City Council to have the power to deem an individual guilty of a crime without due process. Revising and correcting that section by removing the criminal liability portions was one of the early recommendations of the Charter Review Commission. In fact, this recommended change had universal support of all members of the Charter Review Commission. Unfortunately, those proposed revisions were not adopted and remain in the Charter. But even though the provision is still there, I maintain my opinion and agree with City Attorney Jacobs that the criminal penalty provisions of Section 3.09 are completely unenforceable and unconstitutional.

But setting aside the unenforceable last sentence of Section 3.09, it is clear that the City Council *does* have the authority to investigate certain matters related to city departments and city employees. As stated in the Charter, the City Council, by investigative committee, can make investigations into the conduct of any City department, division, section, office or agency. For this purpose they may subpoena witnesses, administer oaths, take testimony and require the production of evidence. It seems clear to me that the compulsory power of the City Council relates only to "in person" testimony, not written statements. The council may subpoena a witness to testify in person and may administer an oath to said witness who must provide sworn oral testimony and produce evidence in the investigative hearing. There is, however, no provision in the Charter which confers up upon the city council the power to compel any person (city employee or otherwise) to provide a sworn *written* statement provided under penalty of perjury. Search powers are generally reserved for courts or grand juries but this power is not granted to the Bossier City Council in Section 3.09 or anywhere else in the Bossier City Charter or Louisiana law.

Additionally, the Bossier City Council lacks the legal authority to prohibit any Bossier City employee or any other person from conferring with their legal counsel. Councilman Hammons in his letter to seems to imply that his Committee possesses the power to restrict contact between the employees of the City of Bossier City and their legal counsel. They absolutely do not have the power or authority to restrict anyone's access to legal counsel. To restrict a person's right of access to their attorney would violate both the United States Constitution as well as the Louisiana Constitution. The right of every citizen in this country to have access to legal counsel is a fundamental right that cannot be taken away by anyone or any government entity at any level. Certainly not the Bossier City Council and certainly not when the Bossier City Council is claiming to have the right to preemptively convict a person of a crime if they fail to cooperate. If it is the opinion of City Attorney Jacobs that the City Council lacks the power to compel sworn written statements and that the City Council also lacks the power to

Written response of Richard Ray, Assistant City Attorney
Privileged and Confidential

restrict contact with legal counsel, then Mr. Jacobs is absolutely correct. In the absence of a written opinion from a qualified attorney or from a Court of competent jurisdiction, the opinion of City Attorney Charles Jacobs on these issues should be considered the controlling opinion.

Finally, in his letter to you, Councilman Hammons provides you with notice that the Committee may request "in person" testimony regarding the matter. As I have stated on multiple occasions, I look forward to the opportunity to provide such testimony to the Committee. My testimony will be consistent with the information I have provided to Councilman Hammons and all other members of the City Council both past and present since this issue was first raised in March of this year. I will gladly provide testimony to the Committee because I know that I have done nothing wrong nor am I aware of wrongdoing by anyone else. The persistent implication of wrongdoing remains stressful to me and my staff and it is damaging to my personal and professional reputation. But so much worse than the damage to my reputation is the damage that this ongoing, manufactured controversy does to the reputation of you as Mayor, the City Council, and to the reputation of the city as a whole. To allow the ongoing whispers of "wrongdoing" where clearly no such wrongdoing exists, only serves to erode public trust in government at a time when it is needed most. For reasons beyond any of our control, citizens have become much more distrustful of their government in recent years. While sometimes there may be valid reasons to be distrustful of government, the handling of the claims related to these parking lots and the resolution of claims against the city related to vehicle access around the WOBC project is not one of those situations. In my opinion, this is pure political theater and character assassination. It is politics at its worst and I hope for all our sake it can come to an end soon so that we can all get back to doing what we are supposed to be doing, serving the needs of the citizens of Bossier City.

On a personal note, thank you for your continued trust in me and support for me as your Assistant City Attorney. Most of all Mr. Mayor, thank you for having the courage to do what is right for the citizens of Bossier City even in the face of unwarranted criticism and cowardly political attacks. I am proud to serve in your administration and I am proud of all that we have accomplished for Bossier City and I remain hopeful and excited for the future.


Richard Ray
Assistant City Attorney



700 Ogilvie St., Ste A
Bossier City, LA 71111



318-584-7372



318-584-7386

July 25, 2025

Councilman Brian Hammons
City of Bossier City
620 Benton Road
Bossier City, LA 71111

Re: Your July 14, 2025, Letter to Mayor Chandler

Dear Councilman Hammons:

Waggoner Engineering, Inc. has received your July 14, 2025, letter to Mayor Chandler, subject "Ongoing Investigation – Use of Public Funds Related to Scot's Audio and Bossier Power Equipment," which was courtesy copied to Waggoner employees Benjamin Rauschenbach and Todd Thompson. The letter to the Mayor requests that Mr. Rauschenbach and Mr. Thompson provide certain information related to the referenced investigation. The Waggoner response on behalf of Mr. Rauschenbach and Mr. Thompson is as follows:

Waggoner is the City's program manager for the Walter O. Rigby Carriageway project. In April 2024, Waggoner met with the owner of Bossier Power Equipment ("BSE") regarding his assertion that pile-driving efforts on the project caused concrete cracking in BSE's parking lot. Thereafter, Waggoner contacted Beast Engineering, the construction engineering and inspection firm for the project, to request project records related to the pile-driving efforts, including construction site surveying, dynamic monitoring assistance, and vibration monitoring records. Waggoner forwarded these records to the City in June 2024.

In January 2025, Waggoner was called to a meeting with the City and BSE's owner to discuss BSE's claim. Thereafter, the City requested that Waggoner prepare a plan for the removal and replacement of BSE's parking lot.

In February 2025, Waggoner met with the City and BSE's owner on site to identify the limits of construction. During the meeting, the parties were approached by the owner of the adjacent business, Scot's Audio, regarding connecting both properties. At the conclusion of the meeting, the City asked Waggoner to include a connection between the BSE and Scot's Audio parking lots as part of the construction plan, and to collect contractor pricing for the two scopes of work.

Waggoner proceeded to secure two contractor quotes, which it forwarded to the City on February 27, 2025. At that point, the City asked Waggoner to advise one of the quoting contractors, James Martin Contractors, that the City wished to retain that firm to perform both scopes of work. On March 3, 2025, Waggoner advised the City that James Martin Contractors was ready, willing, and able to proceed. This concluded Waggoner's involvement.



700 Ogilvie St., Ste A
Bossier City, LA 71111



318-584-7372



318-584-7386

Copies of documents related to Waggoner's efforts are enclosed. We trust the information above and the enclosed documents satisfy your request for information.

Sincerely,

Benjamin C. Rauschenbach, P.E.
Waggoner Engineering, Inc.

Todd C. Thompson
Waggoner Engineering, Inc.

Enclosures

Ben Rauschenbach

Subject: Bossier power equipment
Location: Bossier Power Equipment (2101 Benton Rd, Bossier City, LA 71111, United States)
Start: Thu 4/11/2024 1:00 PM
End: Thu 4/11/2024 2:00 PM
Recurrence: (none)
Meeting Status: Accepted
Organizer: Todd Thompson
Required Attendees: Ben Rauschenbach

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 240 585 304 234

Passcode: 8oakuR

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)
[Org help](#)

Ben Rauschenbach

From: Todd Thompson
Sent: Tuesday, June 25, 2024 1:57 PM
To: Richard Ray
Cc: Ben Rauschenbach
Subject: FW: WOBC Phase II - Pile Driving Damage Claim - 2101 Benton Rd, Bossier City, LA 71111
Attachments: Bossier Power Equipment google 3.pdf; Bossier Power Equipment google 4.pdf; Bossier Power Equipment google 5.pdf; Bossier Power Equipment google 2.pdf; Bossier Power Equipment google 1.pdf; Bossier Power Equipment google 6.pdf

Good afternoon Richard,

The owner of Bossier Power Equipment Charlie Williamson reached out to the Mayor requesting an onsite meeting with the City Engineer and project managers of the carriageway project to review the concrete paving around his property. Ben and I met with him on April 11th. He is claiming that the cracks in the concrete were caused by the bridge pile driving associated with the Project.

Below and attached you will find Beast Engineering's response to this claim.

Just wanted you to be aware in the event he reaches out to the City's Legal team. During a phone call with Mr. Williamson last week, he mentioned teaming up with his Citizens Bank Drive neighbors to file a class action suit.

Please don't hesitate to call with any questions or let me know if there is any additional information that is required.

Thanks,



Todd Thompson | Director of Utility Operations
700 Ogilvie St. Bossier City, LA 71111
O: (318) 584-7372 | C: (225) 202-4871
todd.thompson@waggonereng.com
www.waggonereng.com



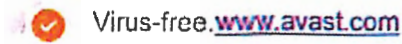
From: Michael Murphy <mmurphy.beast@gmail.com>
Sent: Friday, June 14, 2024 11:33 AM
To: Todd Thompson <todd.thompson@waggonereng.com>
Cc: Bruce Easterly <beasterly@bellsouth.net>; Roger Scott <rscott.beast@gmail.com>; David Huckabay <davidh@jbjamesllc.com>; Ben Rauschenbach <benjamin.rauschenbach@waggonereng.com>
Subject: Re: WOBC Phase II - Pile Driving Damage Claim - 2101 Benton Rd, Bossier City, LA 71111

Todd,

The location of this business is outside the limits of the vibration monitoring and construction site survey. The dynamic monitoring assistance only deals with the actual piles during driving. Therefore, there is no data to provide to refute or substantiate Bossier Power Equipment's claim. What I do have are images from google showing the existence of these cracks prior to the construction of the bridge. The images are dated Jan 2021 and the pile driving began in mid April, early May of 2022. The only image that was not picked up by google is the one behind the fence. I have attached the images.

In review of the initial email, it was my understanding that we were to provide the city with the requested information and in turn the city would make contact with the property owner.

Michael



On Fri, Apr 12, 2024 at 1:53 PM Todd Thompson <todd.thompson@waggonereng.com> wrote:

Bruce and Michael,

Ben and I were contacted by the owner of Bossier Power Equipment Charlie Williamson late last week with concerns over damages to his parking lot. He believes this is associated with the Pile Driving efforts on the subject project. Charlie mentioned that neighbors around him received a notification letter before the work took place, but he was not provided one, may you please investigate this?

I understand we had three pay items in the contract that JB James performed as measures to prevent damages to the existing buildings/infrastructure in close proximity.

- Construction Site Surveying
- Dynamic Monitoring Assistance
- Vibration Monitoring

May you please coordinate with JB James to produce this information and help clarify if the Pile Driving may have caused these damages?

Thanks,



Todd Thompson | Director of Utility Operations

700 Ogilvie St. Bossier City, LA 71111

O: (318) 584-7372 | C: (225) 202 4871

todd.thompson@waggonereng.com

www.waggonereng.com



4/12/24, 2:17 PM

Bossier City, Louisiana - Google Maps

Google Maps Bossier City, Louisiana

Google Street View

Jan 2021



Image capture: Jan 2021 © 2024 Google



<https://www.google.com/maps/@32.5395908,-93.7218358,3a,75y,278.6h,63.99t/data=!3m8!1e1!3m4!1sFIQGQnKFn59KlxGYg1fVSQI2e0I7I16384I8I81927a!authuser=0&entry=tiu>

1/1

4/12/24, 2:18 PM

Bossier City, Louisiana - Google Maps

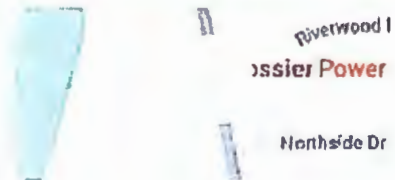
Google Maps Bossier City, Louisiana

Google Street View

Jan 2021



Image capture: Jan 2021 © 2024 Google



<https://www.google.com/maps/@32.5393908,-93.7218356,3a,59.5y,253.71h,73.89t/data=!3m6!1e1!3m4!1sF1QGQnkFn59KxGYg1lVSQl2e07i16384i8.8192?authuser=0&entry=tlu>

1/1

Google Maps Bossier City, Louisiana



Image capture: Jan 2021 © 2024 Google



4/12/24, 2:21 PM

Bossier City, Louisiana - Google Maps

Google Maps Bossier City, Louisiana

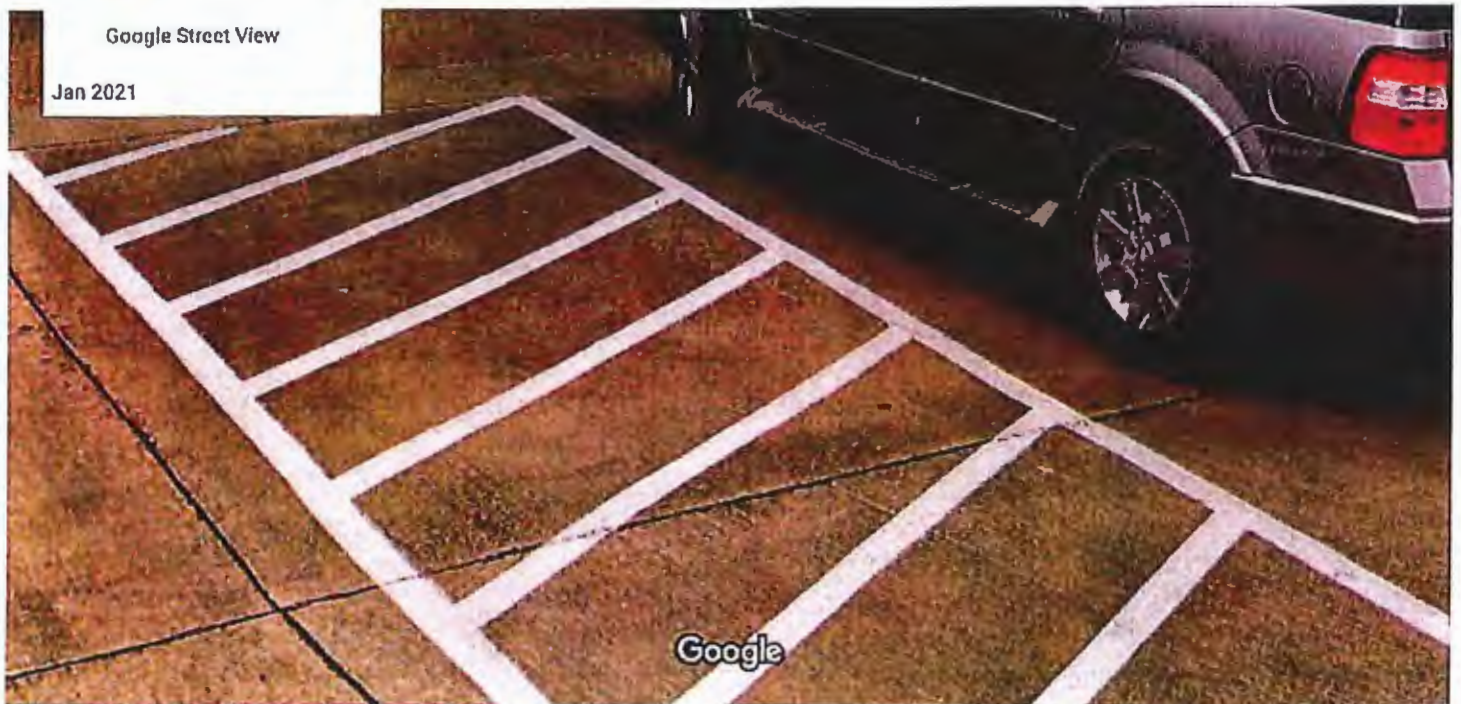
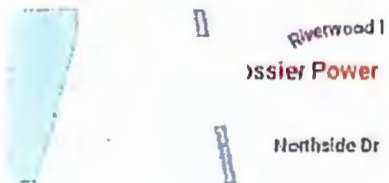


Image capture: Jan 2021 © 2024 Google



Google Maps Bossier City, Louisiana

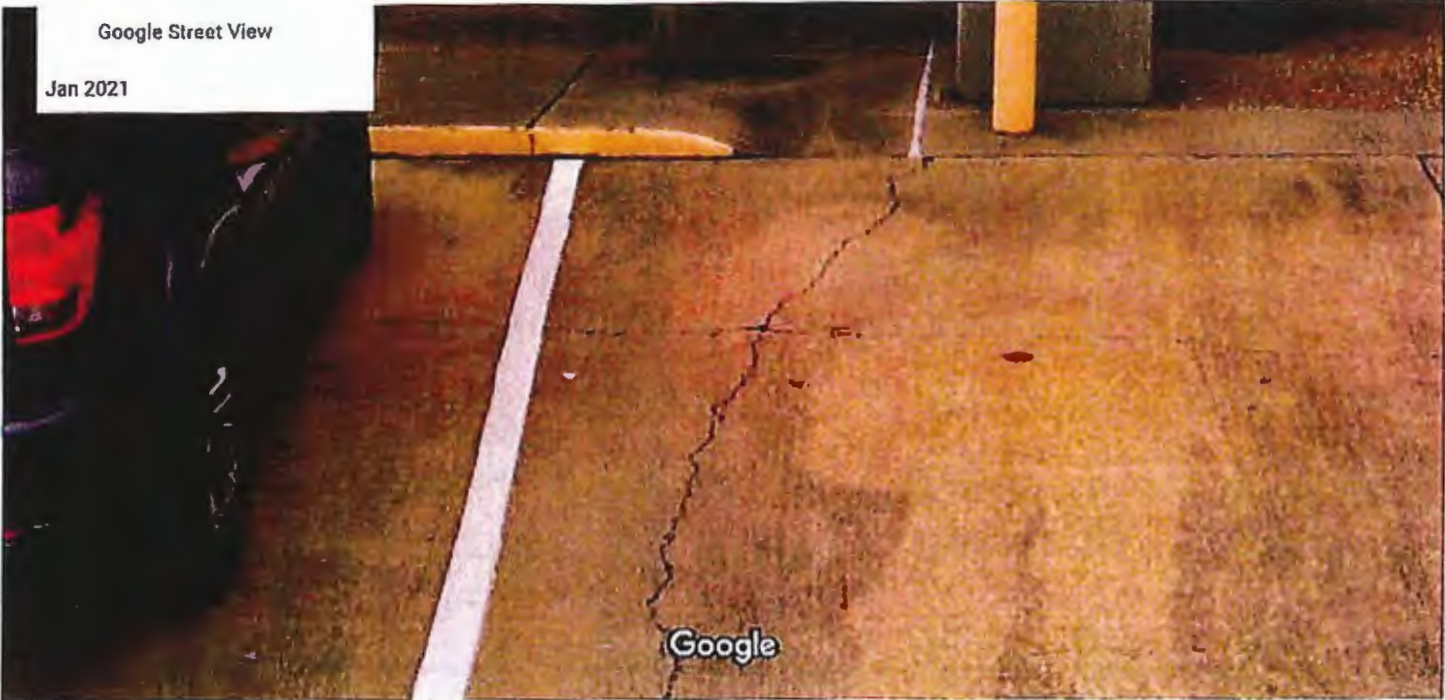
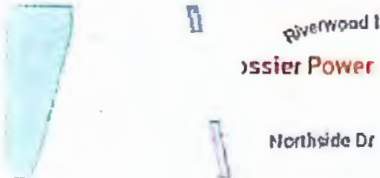


Image capture: Jan 2021 © 2024 Google



Michael Murphy, PE
BEAST Engineering
2207 California Drive, Ste 18
Bossier City, LA 71111
Office: 318-746-2878
Cell: 318-286-7933

mpson

Bossier Power Equipment Parking Lot
Mayor's Office

Fri 1/10/2025 11:00 AM
Fri 1/10/2025 11:30 AM

(none)

atus:

Accepted

Attendees: Ben Rauschenbach
Attendees: Richard Ray; Tommy Chandler; Todd Thompson; Charles Jacobs
Attendees: Jennifer Emert

Bossier Power Equipment - Limits of Construction
2101 Benton Rd, Bossier City, LA 71111

Mon 2/17/2025 9:00 AM

Mon 2/17/2025 10:00 AM

(none)

Meeting organizer

Todd Thompson

Charles Williamson; Richard Ray

Ben Rauschenbach; Charles Jacobs

Todd Thompson

From: Todd Thompson
Sent: Monday, March 3, 2025 10:48 AM
To: Ray, Richard R.
Cc: Ben Rauschenbach
Subject: RE: [EXT] Estimate from James R Martin Building & Remodeling, LLC - Bossier Power Equipment and Scot's Audio Parking Lot replacement
Attachments: Estimate #1863 - BOSSIER CITY HALL - 2113 BENTON RD - 2-19-25.pdf; Estimate #1862 - BOSSIER CITY HALL - 2101 BENTON RD - 2-19-25.pdf

We are comfortable moving forward with Martin. May you please have risk management issue a PO? As soon as this takes place, I can have them commence work.

Thanks,



Todd Thompson | Director of Utility Operations
700 Ogilvie St. Bossier City, LA 71111
O: (318) 584-7372 | C: (225) 202-4871
todd.thompson@waggonereng.com
www.waggonereng.com



From: Ray, Richard R. <rayr@bossiercity.org>
Sent: Thursday, February 27, 2025 5:48 PM
To: Todd Thompson <todd.thompson@waggonereng.com>
Cc: Ben Rauschenbach <benjamin.rauschenbach@waggonereng.com>
Subject: RE: [EXT] Estimate from James R Martin Building & Remodeling, LLC - BosBen Rauschenbach
<benjamin.rauschenbach@waggonereng.com>sier Power Equipment and Scot's Audio Parking Lot replacement
Importance: High

Todd:

If you are comfortable with James Martin and they have a general reputation for quality work in a timely manner then let's proceed with them and get them going asap.

Thanks,

Richard Ray

From: Todd Thompson <todd.thompson@waggonereng.com>
Sent: Thursday, February 27, 2025 3:13 PM
To: Ben Rauschenbach <benjamin.rauschenbach@waggonereng.com>; Ray, Richard R. <rayr@bossiercity.org>
Subject: RE: [EXT] Estimate from James R Martin Building & Remodeling, LLC - Bossier Power Equipment and Scot's Audio Parking Lot replacement

I have attached the quotes received from H&H Concrete - BPE \$247k and Scot's \$249K totaling \$496k

Also included is James Martin revised separated quotes (Estimate #1862 BPE for \$170K) and (#1863 Scot's \$110K) totaling \$280k.

Please advise.

Thanks,



Todd Thompson | Director of Utility Operations
700 Ogilvie St. Bossier City, LA 71111
O: (318) 584-7372 | C: (225) 202-4871
todd.thompson@waggonereng.com
www.waggonereng.com



From: Todd Thompson <todd.thompson@waggonereng.com>

Sent: Thursday, February 20, 2025 5:07 PM

To: Ben Rauschenbach <benjamin.rauschenbach@waggonereng.com>; Ray, Richard R. <rayr@bossiercity.org>

Subject: RE: [EXT] Estimate from James R Martin Building & Remodeling, LLC - Bossier Power Equipment and Scot's Audio Parking Lot replacement

Thank you, sir. Great idea, I'll certainly check in prior to proceeding.



Todd Thompson | Director of Utility Operations
700 Ogilvie St. Bossier City, LA 71111
O: (318) 584-7372 | C: (225) 202-4871
todd.thompson@waggonereng.com
www.waggonereng.com



From: Ben Rauschenbach <benjamin.rauschenbach@waggonereng.com>

Sent: Thursday, February 20, 2025 1:45 PM

To: Ray, Richard R. <rayr@bossiercity.org>; Todd Thompson <todd.thompson@waggonereng.com>

Subject: RE: [EXT] Estimate from James R Martin Building & Remodeling, LLC - Bossier Power Equipment and Scot's Audio Parking Lot replacement

Great work with this, Todd. I'd feel better if we could get this below \$250K (Bid law). I think we can get there. Consider separating into two projects (Bossier Power and Scot's). Let's discuss before proceeding. No way you get a lower number than \$280K.



Benjamin Rauschenbach, P.E., Vice President
318.458.4188 | benjamin.rauschenbach@waggonereng.com
www.waggonereng.com



From: Ray, Richard R. <rayr@bossiercity.org>

Sent: Thursday, February 20, 2025 9:57 AM

To: Todd Thompson <todd.thompson@waggonereng.com>

Cc: Ben Rauschenbach <benjamin.rauschenbach@waggonereng.com>

Subject: Re: [EXT] Estimate from James R Martin Building & Remodeling, LLC - Bossier Power Equipment and Scot's Audio Parking Lot replacement

Sounds great. If they are the low bidder that will be a pleasant surprise.

Go ahead and move forward with the lowest bid of a responsible and qualified contractor.

Thanks!

Richard
Sent from my iPhone

On Feb 20, 2025, at 8:31 AM, Todd Thompson <todd.thompson@waggonereng.com> wrote:

Richard,

Please find attached quote for the subject work. This low number (\$280k) is a pleasant surprise, I doubt another contract will beat this as Martin has historically been lower than competition. I'm meeting one more contractor before the end of the week and will follow up with you next week on how to proceed.

Thanks,

<image001.jpg>

Todd Thompson | Director of Utility Operations
700 Ogilvie St. Bossier City, LA 71111
O: (318) 584-7372 | C: (225) 202-4871
todd.thompson@waggonereng.com
www.waggonereng.com
<image002.png>
<image003.png>

<image004.png>

From: James Martin <jrmartinbr@aol.com>

Sent: Wednesday, February 19, 2025 3:39 PM

To: Todd Thompson <todd.thompson@waggonereng.com>

Subject: Estimate from James R Martin Building & Remodeling, LLC

This Message is from an external sender.

Please see the attached estimate. Please call for any questions.

Thank you for your business!

James Martin
General Contractor
318 218-1024
JRMartinBR@aol.com

James R Martin Building & Remodeling, LLC
8010 Youree Drive
Shreveport, LA 71115

<Estimate #1862 - TODD THOMPSON - 2101 BENTON RD 2-19-25.pdf>

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8010 Youree Drive
Shreveport, LA 71115
JRMartinBR@aol.com
318-218-1024

Estimate

Date	Estimate #
2/19/2025	1862

Name / Address
TODD THOMPSON

Description	Qty	Rate	Total
2101 BENTON RD - REPLACE PARKING LOT AT BOSSIER POWER EQUIPMENT & SCOTS - SAW CUT 800 LF OF CONCRETE IN FRONT OF STORES & AROUND EXISTING CURBS - BREAK & REMOVE 2,387 SQ YARDS OF 6 INCH CONCRETE - REMOVE 2,387 SQ YARDS OF DIRT - ADD 2,387 SQ YARDS OF CRUSHED CONCRETE - POUR 2,387 SQ YARDS OF 4,000 PSI CONCRETE WITH 5,000 SQ FT REINFORCED FOR TRUCKS - SEAL CRACK OF EXISTING CONCRETE & EXPANSION JOINTS - STRIP PARKING LOT TO ORIGINAL - POUR 3 HANDICAP RAMPS - REMOVE HEDGES - REMOVE & REPLACE RAILINGS - FURNISH BOND FOR PROJECT **JOB WILL BE DONE IN PHASES NOT TO AFFECT CUSTOMERS BUSINESS		280,000.00	280,000.00
PRICING IS BASED ON WORK BEING PERFORMED DURING NORMAL BUSINESS HOURS - MONDAY THROUGH FRIDAY 7:00 AM TO 5:00 PM THANK YOU FOR THE OPPORTUNITY TO BID ON THIS PROJECT. BID GOOD FOR 30 DAYS FROM DATE ON ESTIMATE.			
SIGNATURE OF ACCEPTANCE: _____			
DATE: _____			
		Total	\$280,000.00



James R. Martin
Building & Remodeling
8010 Youree Drive
Shreveport, LA 71115
JRMartinBR@aol.com
318-218-1024

Estimate

Date	Estimate #
2/19/2025	1862

Name / Address
BOSSIER CITY HALL

Description	Qty	Rate	Total
2101 BENTON RD - REPLACE PARKING LOT AT BOSSIER POWER EQUIPMENT - SAW CUT CONCRETE IN FRONT OF STORE & AROUND EXISTING CURBS - BREAK & REMOVE 6 INCH CONCRETE - REMOVE 2,387 SQ YARDS OF DIRT - ADD 2,387 SQ YARDS OF CRUSHED CONCRETE - REPOUR PARKING LOT WITH 4,000 PSI CONCRETE REINFORCED FOR TRUCKS - SEAL CRACK OF EXISTING CONCRETE & EXPANSION JOINTS - STRIP PARKING LOT TO ORIGINAL - POUR HANDICAP RAMPS - REMOVE HEDGES - REMOVE & REPLACE RAILINGS - FURNISH BOND FOR PROJECT **JOB WILL BE DONE IN PHASES NOT TO AFFECT CUSTOMERS BUSINESS		170,000.00	170,000.00
PRICING IS BASED ON WORK BEING PERFORMED DURING NORMAL BUSINESS HOURS--MONDAY THROUGH FRIDAY 7:00 AM TO 3:00 PM THANK YOU FOR THE OPPORTUNITY TO BID ON THIS PROJECT. BID GOOD FOR 30 DAYS FROM DATE ON ESTIMATE.			
SIGNATURE OF ACCEPTANCE: _____ DATE: _____		Total \$170,000.00	



James R. Martin
Building & Remodeling
8010 Youree Drive
Shreveport, LA 71115
JRMartinBR@aol.com
318-218-1024

Estimate

Date	Estimate #
2/24/2025	1863

Name / Address
BOSSIER CITY HALL

Description	Qty	Rate	Total
2113 BENTON RD - REPLACE PARKING LOT AT SCOT'S AUDIO - SAW CUT CONCRETE IN FRONT OF STORE & AROUND EXISTING CURBS - BREAK & REMOVE 6 INCH CONCRETE - REMOVE 2,387 SQ YARDS OF DIRT - ADD 2,387 SQ YARDS OF CRUSHED CONCRETE - REPOUR PARKING LOT WITH 4,000 PSI CONCRETE REINFORCED FOR TRUCKS - SEAL CRACK OF EXISTING CONCRETE & EXPANSION JOINTS - STRIP PARKING LOT TO ORIGINAL - POUR HANDICAP RAMPS - REMOVE HEDGES - REMOVE & REPLACE RAILINGS - FURNISH BOND FOR PROJECT **JOB WILL BE DONE IN PHASES NOT TO AFFECT CUSTOMERS BUSINESS		110,000.00	110,000.00
PRICING IS BASED ON WORK BEING PERFORMED DURING NORMAL BUSINESS HOURS--MONDAY THROUGH FRIDAY 7:00 AM TO 3:00 PM THANK YOU FOR THE OPPORTUNITY TO BID ON THIS PROJECT. BID GOOD FOR 30 DAYS FROM DATE ON ESTIMATE.		Total \$110,000.00	
SIGNATURE OF ACCEPTANCE: _____ DATE: _____			

City of Bossier
Scotts Audio and Trin
February 25, 2025

Ref. No.	Item Description	Quantity	Unit Measure	Unit Price	Amount
1	new Gut	400.00	LF	\$ 10.00	4,000.00
2	Removal of Existing	1,134.00	SY	\$ 25.00	28,350.00
3	Excavation	1,134.00	SY	\$ 25.00	28,350.00
4	Crushed Concrete	1,134.00	SY	\$ 35.00	41,190.00
5	PCB	644.00	XY	\$ 40.00	25,760.00
6	Reinforced PCB	240.00	XY	\$ 100.00	24,000.00
7	Sealing	250.00	LF	\$ 8.00	2,000.00
8	Kniping	1.00	LS	\$ 3,000.00	3,000.00
9	Handicap Ramp	2.00	Each	\$ 2,000.00	4,000.00
10	Remove and Grassy of Mesquite	1.00	LS	\$ 750.00	750.00
11	Remove and Replace Railings	1.00	LS	\$ 1,000.00	1,000.00
12	Cond	1.00	EA	\$ 1,500.00	1,500.00
13	Mortgage	1.00	EA	\$ 25,000.00	25,000.00
TOTAL AMOUNT OF BID					249,240.00

City of Bossier
Bossier Power Equipment
February 25, 2025

Est. No.	Item Description	Quantity	Unit		Amount
			Measure	Price	
1	Saw Cut	400.00	LF	\$ 10.00	4,000.00
2	Removal of Concrete	1,124.00	SF	\$ 20.00	22,480.00
3	Excavation	1,124.00	SF	\$ 20.00	22,480.00
4	Crushed Gravel	1,124.00	SF	\$ 35.00	39,340.00
5	POC	244.00	SF	\$ 60.00	14,640.00
6	Reinforced POC	250.00	SF	\$ 100.00	25,000.00
7	Sealing	250.00	LF	\$ 8.00	2,000.00
8	Striping	1.00	LS	\$ 4,500.00	4,500.00
9	Handicap Ramps	1.00	Each	\$ 2,500.00	2,500.00
12	Sand	1.00	TA	\$ 7,500.00	7,500.00
13	Mill/Grind	1.00	LS	\$ 25,000.00	25,000.00
TOTAL AMOUNT OF BID					147,240.00

Ray, Richard R.

From: Ray, Richard R.
Sent: Friday, August 8, 2025 9:13 AM
To: Hammons, Brian
Cc: McGraw, Phyllis A.; Ross, Debra; Smith, Cliff
Subject: Property Damage settlements - 2020 - 2025.pdf
Attachments: Property Damage settlements - 2020 - 2025.pdf

Importance: High

Councilman Hammons:

Attached is the list of other instances in the past five years where public funds have been expended on improvements to privately owned property.

I apologize for the delay in getting this to you and to the committee. This date was not easy to locate and compile partially due to the software transition and partially due to the method of filing these types of claims in years prior to 2024. When Stacey Crawford came on board last year we implemented a new, more organized filing system that will make the research easier in the future.

Richard R. Ray
Assistant Bossier City Attorney
P.O. Box 5337
Bossier City, LA 71171-5337
Phone: (318) 741-8515
Fax: (318) 741-8517



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ss	Type of Incident	Location	Amount
	Property Settlement	3700 Shed Rd. - damaged AT&T pole	
	Property Settlement	Lott Dental - 3002 Shed Rd. - Sewer Emergency	
	Property Settlement	1801 Lee St - welfare check - replace door	
	Property Settlement	768 Hackberry Dr. - mailbox damage	
	Property Settlement	1104 Violet Ave - repair broken window	
	Property Settlement	2281 Benton Rd. - Brigham Dental - WOBC access issues - relocate parking lot	\$
	Property Settlement	3025 Pleasant Grove - sewer backup	
	Property Settlement	5502 Pampus Ln. - fallen tree	
	Property Settlement	600 Stockwell Rd. - MIMI's Daycare - sewer backup	
	Property Settlement	1104 Keystone Circle - Suddenlink equipment damage	
	Property Settlement	231 Piccadilly Circle - ceiling damage	
	Property Settlement	2355 Foster St. - Starrs Gym - repair damaged glass	
	Property Settlement	425 McCormick St. - Christ the King Catholic Church - fence repair	
	Property Settlement	103 Fairmont Cir. - Suddenlink equipment damage	
	Property Settlement	AT&T damage while sewer pipe repair	
	Property Settlement	2100 Benton Road. - Nichols Lube Center - WOBC access issues	\$
	Property Settlement	329 E Texas St. - Sunflower Baptist Church	
	Property Settlement	I-220 - repair fence between reservoir and the fence	
	Property Settlement	1422 Fox Street - underground pedestals damage by mower	
	Property Settlement	2600 Bardot - damage from water main break	
	Property Settlement	2101 Robert Lee - Damage to Garage	
	Property Settlement	202 Bobbie St - damaged buried AT&T cable	
	Property Settlement	4804 Okeefe - sewer backup	
	Property Settlement	621 and 623 Kelly St. - windows and doors damaged	
	Property Settlement	2281 Benton Rd. - Brigham Dental - supplemental utility relocate - WOBC access issues	
	Property Settlement	2164 Airline Dr. - Rabalais Dental - Emergency Water Main Repair	
	Property Settlement	2309 W Belle Haven Dr. - sewer issue - plumber	
	Property Settlement	2113 Benton Rd. - Scott's Audio - WOBC access issues*	
	Property Settlement	2101 Benton Rd. - Bossier Power Equipment - WOBC access issues*	
		* Open claim	

Ray, Richard R.

From: Smith, Cliff
Sent: Saturday, August 9, 2025 7:50 AM
To: Ray, Richard R.
Subject: Re: Confirmation of receipt of documents

Mr. Ray,

I agree, things got out of hand yesterday. I am not blaming anyone, there is enough blame to go around. I blame myself for not stepping in and ending the dialogue. I was embarrassed and deeply hurt. I spent the evening feeling as though I were in mourning. We ARE better than this. I care deeply about Bossier City and the people of Bossier. My goal is to make Bossier Better.

I did receive the packets that were left with Mrs. McGraw and they were very detailed, but I believe Mr. Hammons was looking for corroborating emails, text or anything that would support.

Cliff Smith
City Council District 3
620 Benton Rd.
Bossier City, LA 71111

Cell: (318) 465-1236
Office: (318) 741-8520
Fax: (318) 741-8971
E-mail: Smithcl@bossiercity.org



From: Ray, Richard R.
Sent: Friday, August 8, 2025 11:13 PM
To: Smith, Cliff
Subject: Confirmation of receipt of documents

Councilman Smith:

Once again, please accept my sincerest apologies for the way I spoke in the meetings today. While I am proud that I stood up for myself, I am not proud of the tone and words that I used. But despite the numerous challenges I have faced in my short tenure with the City of Bossier City, I would have never imagined that I would find myself in a situation where I would be accused of committing a crime! Much less in an open meeting live-streamed for the world to see. Then I was told that I was not even allowed to speak on the issue.

One of the many things that I found troubling today is the false narrative that I failed to provide responses and documents to the committee in response to the request for same. When in reality, I hand delivered sealed documents to each member of the

committee as instructed.

On Monday, July 14, 2025, I delivered to the clerk a sealed envelope addressed to you containing thirteen (13) pages of documents.

Then on Monday, July 21, 2025, I delivered to the clerk a sealed envelope addressed to you containing six (6) pages of documents.

Can you please reply to confirm that you received both sealed envelopes and confirm that you received each in their original sealed condition. Because I will be very concerned if those documents were not delivered to you in the original sealed condition.

Please understand that I do not like how today unfolded and I am committed to doing better. Our citizens deserve so much more than that and I commit to you that I will try my best to never let that happen again.

Thank you for being willing to step up and serve the citizens of Bossier City.

Have a good weekend.

Richard Ray

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Ray, Richard R.

From: Ross, Debra
Sent: Saturday, August 9, 2025 4:53 PM
To: Ray, Richard R.
Subject: Re: Confirmation of receipt of documents

Hi Attorney Ray
Yes I did receive all of the your information.
Your apology is accepted. Have a peaceful weekend.
Thanks
Debra W. Ross

From: Ray, Richard R.
Sent: Friday, August 8, 2025 11:14:41 PM
To: Ross, Debra
Subject: Confirmation of receipt of documents

Councilwoman Ross:

Once again, please accept my sincerest apologies for the way I spoke in the meetings today. While I am proud that I stood up for myself, I am not proud of the tone and words that I used. But despite the numerous challenges I have faced in my short tenure with the City of Bossier City, I would have never imagined that I would find myself in a situation where I would be accused of committing a crime! Much less in an open meeting live-streamed for the world to see. Then I was told that I was not even allowed to speak on the issue.

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Thank you for being willing to step up and serve the citizens of Bossier City.

Have a good weekend.

Richard Ray

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DUNLAP • FIORE
ATTORNEYS AT LAW
L L C

Jennifer A. Fiore
Direct Dial 225-282-0652
Email: jfiore@dunlapfiore.com

**PRIVILEGED
ATTORNEY-CLIENT COMMUNICATION**

September 11, 2025

Mr. Chris Smith
President, City Council
The City of Bossier City
620 Benton Rd
Bossier City, LA 71111

Dear Chris:

I was tasked with rendering an opinion to the City Council relative to actions undertaken by the Mayor, Thomas H. Chandler; the City Attorney, E. Charles Jacobs; and the Assistant City Attorney, Richard Ray. Specifically, this opinion examines whether the Mayor, as The City of Bossier City's chief executive officer, and the City Attorney/Assistant City Attorney as heads of the Legal Department, possess the authority to negotiate and settle pre-suit claims asserted by two business owners threatening litigation, and whether the resolution of these claims violated Article VII Section 14 of the Louisiana Constitution, Louisiana Public Bid Law, or the City's Home Rule Charter.

My opinion is based upon on a review of the following documents and information received from Chris Smith, President of the City Council:

- 1) July 7, 2025, Letter from the City Council to Mayor Chandler;
- 2) July 11, 2025, Statement of Mayor Thomas H. Chandler;
- 3) July 11, 2025, Sworn Statement (Affidavit) of Amanda Nottingham Chief Administrative Officer;
- 4) July 11, 2025, Personal Statement of Stacey Crawford, Risk Manager;
- 5) July 14, 2025, Narrative of Richard Ray, Assistant City Attorney regarding Resolution 39 of 2025 (addressed to Councilman Brian Hammons);
- 6) July 14, 2025, 2025 Statement of E. Charles Jacobs, City Attorney;
- 7) July 16, 2025, Statement of E. Charles Jacobs, City Attorney;
- 8) July 21, 2025, Written Response of Richard Ray, Assistant City Attorney (addressed to Mayor Thomas H. Chandler);

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ATTORNEY-CLIENT COMMUNICATION

- 9) July 25, 2025, Letter from Waggoner Engineering on behalf of Ben Rauschenbach and Todd Thompson;
- 10) Emails between Todd Thompson (Waggoner Engineering), Ben Rauschenbach (Waggoner Engineering) and Richard Ray (Assistant City Attorney), regarding the properties located at 2113 Benton Road and 2101 Benton Road);
- 11) Video files of the City Council Meetings of June 4, 2025, October 22, 2024, and November 5, 2024; and
- 12) Bossier City Council Investigative Committee Report by Committee Chairman Brian Hammanos (City Council District 1).

The opinions expressed in this document are based solely on the information and documents provided. The accuracy, completeness, or authenticity of such information and documents have not been independently verified or confirmed.

To date, I have not conducted interviews with representatives of the two business at issue, Scot's Audio or Bossier Power and Equipment, because Mr. Smith informed me that the prescriptive period for initiating a suit against the City on any claims related to the road project at issue does not expire until sometime in September 2025. Therefore, out of an abundance of caution, I avoided discussing this issue with these parties so as not to revisit these respective claims before the timeframe for which they may file suit has expired.

I also researched the relevant constitutional and statutory authorities, Louisiana Attorney-General opinions, and applicable case law in preparing this opinion.

Factual Background

The City undertook a major public works project known as the Walter O. Bigby Carriageway ("WBOC") and Louisiana Highway 3 (Benton Road) Project, hereinafter referred to as the "Carriageway Project" or "Project". In order to properly permit the project, LADOTD required the City to tie into Highway 3, and include the removal of all ingress and egress (curb cuts) on the east side of Benton Road, as well as to construct and install a raised median in the center of Benton Road. Those requirements served to block and limit access to many businesses on both the east and west sides of Benton Road. As a result, the City faced multiple access-related lawsuits, expending, approximately \$9 million to address and settle these claims and lawsuits with the businesses along the affected parts of Benton Road. Several other claims and lawsuits are still ongoing.

At issue in this opinion are two businesses which have been affected by the Carriageway Project: Bossier Power and Equipment and Scot's Audio. These businesses are adjacent to one another with separate parking lots (that were not connected to each other) on the west side of Benton Road and south of the Carriageway Project intersection. These two businesses presented

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ATTORNEY-CLIENT COMMUNICATION

the City and/or Councilmember(s) with two separate and distinct potential claims related to the Carriageway Project:¹

- On or about April 11, 2024, Bossier Power and Equipment alleged that its parking lot sustained physical damage due to pile driving vibrations associated with the construction work on the Carriageway Project. The fact that Bossier Power and Equipment asserted those claims, repeatedly and consistently, and threatened litigation against the City are undisputed. It was represented by the Assistant City Attorney, that Bossier Power and Equipment also made claims that it would institute a “class-action” type suit against the City along with other area businesses which suffered the same or similar damage to their property allegedly caused by the pile-driving activities from the Carriageway Project.
- At the end of the City Council’s June 4, 2024, meeting, Councilman Montgomery, raised concerns over restricted access to Scot’s Audio as a direct result of the raised median that was constructed as part of the Carriageway Project. That new median served to limit Scot’s Audio’s business and potentially deprive it of economic value. In response to this issue, the City Council during its October 22, 2024, introduced adding a driveway to Scot’s Audio at a cost of \$2.8 Million. On November 5, 2024, at a second reading, the council approved the Change Order. This Change Order was intended to remedy Scot’s Audio’s access issues by constructing an additional public access road that would wind around and connect to the northern portion of Scot’s Audio’s parking lot, thereby restoring public access to this business. After completion of this access road, Scot’s Audio’s potential access claims were not fully foreclosed as no formal written settlement or release agreement was entered into with Scot’s Audio with respect to the \$2.8 Million Change Order.

On February 17, 2025, assistant City Attorney, Richard Ray, Mayor Thomas H. Chandler, and Todd Thompson with Waggoner Engineering (on behalf of the City) met with Charlie Williamson, the owner of Bossier Power and Equipment to discuss the alleged damage to his parking lot. During that meeting, which originally only involved measuring and viewing the alleged damage, the City also learned that Scot’s Audio continued to have access problems that were not completely resolved by the \$2.8M Change Order for the Carriageway Project. As a result, discussions with Scot Boswell, the owner of Scot’s Audio, were also held related to his access concerns. During this meeting it was discussed that the two adjacent, but not connected parking lots, could be repaved and connected to address both the damage claims raised by Bossier Power and Equipment and the access claims raised by Scot’s Audio.

¹ Note that these claims never escalated to the point of a *written* legal demand. Nonetheless, these allegations are “claims” in the sense that the parties brought these concerns to the City and/or City Council before escalating into written legal demands and/or lawsuits, and as such, are still actionable at the discretion of the City and/or the City Council.

PRIVILEGED
ATTORNEY-CLIENT COMMUNICATION

The proposed resolution involved repaving both parking lots and connecting them by removing the grass area between them and addressing the elevation differential between the parking lots. This remedy would allow patrons of Scot's Audio to transgress Bossier Power and Equipment's parking lot to reach the intersection with the traffic light for safer ingress and egress. Resolving Bossier Power and Equipment's damage claim required repaving and raising the elevation of the parking lot for a total of \$170,000.00. Resolving Scot's Audio's access claim by repaving and connecting the two parking lots came at a cost of \$110,000.00.

It is my understanding that Scot's Audio and Bossier Power and Equipment agreed to execute an easement or servitude agreement to be recorded with the City recognizing the right of each business to traverse the other's parking lot. With the connection of the two parking lots, the customers of Bossier Power and Equipment would also be able to utilize the public access road extension built behind Scot's Audio.

It is understood that the funds utilized to compromise and resolve these claims and to undertake the re-pavement work were paid from funds appropriated in the City's 2025 Operating Budget for insurance premiums, workers' compensation, and general liability matters.

Legal Analysis

1. Authority Under the City's Home Rule Charter and Governance

The initial question to address is whether the settlement with the two businesses violated the City's Home Rule Charter. The Home Rule Charter establishes a mayor-council government with separation of powers, vesting all City powers in the Council (Section 3.07) but delegating executive and administrative authority to the Mayor (Section 4.02). The Legal Department, led by the City Attorney (appointed by the Mayor and confirmed by the Council, Section 8.02), manages litigation and risk (Section 8.01). Under this framework the question is whether the Mayor and City Attorney are authorized to settle, compromise, and resolve pre-suit claims using budgeted funds.

A. Executive and Legal Department Authority

- **Mayor's Role:** As chief executive, the Mayor exercises "all executive and administrative authority" (Section 4.02) and supervises departments (Section 4.06), including the Legal Department. The Mayor administers the budget (Section 4.07), ensuring expenditures align with Council-approved appropriations. This necessarily may include managing internal service funds for claims, allowing settlement decisions within budgeted limits.
- **City Attorney's Role:** The City Attorney is responsible for "representing or supervising representation of the City in all litigation" and overseeing the Risk Management Division, which manages "liability and workers' compensation insurance programs" and resolves

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related complaints (Section 8.01). Pre-suit settlements and compromises are a standard litigation management tool, aimed at avoiding formal lawsuits and expensive litigation, and arguably fall within City Attorney's authority.

- **Budgeted Funds:** The 2025 budget allocates funds for insurance and liability and the Louisiana's Governmental Budget Act (La. R.S. 39:1301 et seq.) treats budgeted funds as pre-authorized for their intended purpose. Settling or compromising claims using these funds would not require new appropriations under Charter Section 3.20(d), as the Council has already authorized their use for liability resolution.
 - La. R.S. 39:1311(C) explicitly states that, "The adopted budget and any duly authorized amendments required by this Section shall constitute the authority of the chief executive or administrative officers of the political subdivision to incur liabilities and authorize expenditures from the respective budgeted funds during the fiscal year."

B. No Ordinance Requirement

Charter Section 3.20 requires ordinances for "appropriating funds" (3.20(d)) or "authorizing any contract or formal agreement" (3.20(p)):

- The compromises, or resolution, of both the Scot's Audio and Bossier Power and Equipment claims used pre-appropriated funds, negating the need for new appropriations and approvals from the Council under the Home Rule Charter.
- While settlements, or compromises, may involve formal, written agreements (e.g., releases), in many cases, pre-suit resolutions often entail simple payouts, mitigating activities, or in-kind actions within the City Attorney's risk management scope, and such resolutions do not necessarily constitute written, "formal agreements" requiring ordinances under Charter Section 3.20. The Charter's silence on unwritten, informal, pre-suit resolutions implies flexibility for timely, executive action, especially for budgeted, routine claims.

The City's history of Council-approved formal settlements (e.g., Ordinance No. 85 of 2022²) applies to major litigated cases, not pre-suit claims like these, which are smaller and administrative in nature. I found no evidence in the facts and documents provided to me to date, to suggest that any of the actions undertaken by the City Attorney were intentionally withheld, concealed and/or hidden from the Mayor or the City Council, or otherwise undertaken with an intent to conceal,

² This particular ordinance related to a pending contested expropriation suit, namely *City of Bossier City vs. Nichols Lube Center, Et Al*; Suit No. C-162613 in the 26th Judicial District Court, which at the time of the ordinance was pending for several years.

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withhold, or hide these actions from either the Mayor or the City Council. The actions by the City Attorney appear to have been undertaken in compliance with the Home Rule Charter, and the Council-appropriated budget.

2. Compliance with Louisiana Constitution Article VII, Section 14(A)

The next question to consider is whether the settlement violated the Louisiana Constitution. Article VII, Section 14(A) prohibits the donation, loan, or pledge of public funds or property to private entities unless the expenditure serves a public purpose, is supported by a legal obligation, and provides proportional public benefit. The prohibition against the “gratuitous” donation, loan, or pledge of public funds is intended to prevent the gratuitous transfer of public resources without either adequate compensation or public benefit.³ The term “donation” under Section 14 is interpreted as a gratuitous act, meaning a transfer made without condition or consideration.⁴ In this circumstance, the resolutions of the claims made by Scot’s Audio and Bossier Power and Equipment are not a violation of Article VII, Section 14 of the Louisiana Constitution, and the actions undertaken by the City Attorney with respect to the claims of both Scot’s Audio and Bossier Power and Equipment appear to satisfy the test set forth by the Louisiana Supreme Court in *The Board of Directors of the Industrial Development Board of the City of Gonzales, Louisiana v. All Taxpayers, Property Owners, Citizens of the City of Gonzales, et al.*, 2005-C2298, 938 So.2d.11 (La. 9/6/2006) (also informally known as the “Cabela’s” case)⁵.

a. Public Purpose

The settlements at issue must serve a public purpose. The Louisiana Supreme Court has emphasized that the determination of a “public purpose” is broad and includes activities that provide advantages (including economic) to the public at large.⁶ Here, are multiple public purposes and benefits associated with the resolutions of the Scot’s Audio and Bossier Power and Equipment claims:

³ *The Board of Directors of the Industrial Development Board of the City of Gonzales, Louisiana v. All Taxpayers, Property Owners, Citizens of the City of Gonzales, et al.*, 2005-C2298, 938 So.2d.11 (La. 9/6/2006)

⁴ *Id.*

⁵ The Cabela’s case is the source of the following three-prong test for determining whether a particular transaction violates the constitutional prohibition set forth in La. Const., art. VII, § 14(A):

1. There must be a public purpose for the transfer which comports with the governmental purpose for which the public entity has legal authority to pursue;
2. The transfer, taken as a whole, does not appear to be gratuitous (there should be real reciprocal obligations between the parties to the transfer); and
3. The public entity has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the transfer.”

Touro Bouligny Ass’n v. Orleans Par. Sch. Bd., 2023-0583 (La. App. 4 Cir. 10/11/23), 382 So. 3d 927, 932, writ denied, 2023-01554 (La. 2/27/24), 379 So. 3d 664

⁶ *Id.*

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- **Avoiding Litigation Costs:** The City's history of access-related lawsuits costing at least \$9 million and legal fees associated with this same indicate that a significant litigation risk associated with an access claim asserted by Scot's Audio existed. Bossier Power and Equipment's damage claim also suggests tort liability (e.g., La. Civ. Code art. 667) associated with the pile-driving and construction activities. Resolving these claims, pre-suit, avoids incurring substantial legal fees, court costs, and potential judgments, thereby preserving public funds and acting in the best interest of the taxpayers.
- **Economic Stability:** Maintaining businesses supports the City's economic development, tax revenue, employment, and community vitality. Loss of access or damaged infrastructure could lead to closures of businesses, harming the local economy. Connecting the lots enhances patron access, benefiting the commercial area and ensuring public access is maintained
- **Correcting City-Induced Harm:** The median and pile driving were City actions which created the potential liability in these two situations. The resolutions reached with both Scot's Audio and Bossier Power and Equipment, which involved repaving and connecting the parking lots to add and improve public access to the City's newly constructed roads address these harms proportionately.

Given the facts and claims history regarding the Carriageway Project and the City's liability and litigation risk and previous settlements with local businesses, the City had sufficient justification to resolve the claims of these two businesses before the claims escalated into formal legal demands or lawsuits. As is addressed further in this opinion, there is also a clear public purpose and benefit to the resolution of these two matters, since the remedies for both businesses included the restoration of public access, which was diminished by the Carriageway Project Road improvements. Further, ensuring public access to local businesses also ensures that the City maintains its tax base and continues generating tax revenue and encouraging economic development within the City's limits.

b. Legal Obligation

The City must have plausible legal obligations:

- **Scot's Audio:** Blocking access via a median may constitute inverse condemnation under Louisiana Constitution Article I, Section 4, as access impairment is compensable when it substantially interferes with business operations.⁷ The City's prior access settlements

⁷*In State Through Dep't of Highways v. Bagwell*, 255 So. 2d 852, 854 (La. Ct. App. 1971), writ denied; *State, Dep't of Highways v. Bagwell*, 260 La. 456, 256 So. 2d 442 (1972), the Court found that the "State did more than simply erect a median, they took a strip of Bagwell's property to widen Louisville Avenue and erected the median pursuant to the

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reinforce this liability. Prior Councilman Montgomery noted this potential liability during the June 4, 2024, Council meeting, which then prompted the Council to and approve the \$2.8 million dollar Change Order to the Carriageway Project in order to restore public access to Scot's Audio. However, no formal release was obtained from Scott's Audio with respect to this work.

- **Bossier Power and Equipment:** Pile driving damage could trigger tort liability for the City's negligence or strict liability under La. Civ. Code art. 667, as vibrations causing property damage are actionable, and have been addressed countless times in Louisiana courts. While the City's Engineer opined that the damage to the parking lot was not caused by the pile driving, the business owner disagreed and continued to threaten litigation, going so far as to repeatedly discuss his intention to form a "class action" suit which allegedly would involve other similarly affected and damaged businesses in the vicinity.
- The Charter authorizes the City Attorney to manage such liabilities (Section 8.01), and the Council-appropriated, budgeted funds provided the means for the City Attorney to execute his risk management duties and authorities under the Charter.

c. Proportionality and Equivalent Value

The public benefit must be proportional to the expenditure:

- **Cost:** The total value of repaving and connecting the parking lots totaled \$280,000 between the two respective claims.
- **Litigation Savings:** Prior access-related lawsuits for this Project have cost the City \$9 million, with other claims still ongoing. Additional tort claims, such as the claims asserted by Bossier Power and Equipment could yield similar judgments and therefore, settling for \$170,00.00 and \$110,000.00 respectively, would be cost-effective and reasonable in this case. In my experience, legal fees alone could exceed \$150,000 per case, if taken through trial, further justifying the reasonableness of this expenditure.
- **Additional Benefits:** Connecting the lots enhances access for Scot's Audio and repaving Bossier Power and Equipment's parking lot not only restores functionality but provides additional public access for its patrons to use the newly constructed \$2.8 million access road, which was constructed as part of the Carriageway Project, thereby increasing economic activity and mitigating further potential claims against the City.

taking. This was not an exercise of the police power but rather an exercise of the power of eminent domain and just compensation is due if the market value of the property has been diminished through the loss of access as well as loss of parking space."

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The private benefit (improved lots) is far outweighed by the public interest in litigation avoidance and community and economic (including tax revenue) benefits, satisfying the proportionality requirement.

3. Interaction with Louisiana Law

The next question to consider is whether the settlement violated any other Louisiana Law. A review of the following statutes and any applicability is further discussed below.

- **La. R.S. 39:1301 et seq.:** The budget authorizes expenditures for claims resolution. The Mayor and City Attorney's use of these funds aligns with their executive and risk management roles under the Charter, which did not require additional Council action.
- **Municipal Powers: La. R.S. 33:361** allows efficient administration, including settling disputes to protect public interests.
- **La. R.S. 13:5109:** This statute provides the authority of the state or a political subdivision to compromise or settle any claim. In particular, 13:5109 (C) applies to the case at hand, and provides:

“C. The governing authority of a parish or municipality, upon the advice and concurrence of the district attorney, parish attorney OR city attorney of that parish or municipality or proper official as the case may be, **may compromise or settle any claim against that parish or municipality without the necessity for the filing of a suit** against the parish or municipality in the matter. Any such compromise settlement shall be exigible, payable, and paid only out of funds appropriated for that purpose by the governing authority of that parish or municipality. No claim in excess of ten thousand dollars may be compromised or settled as provided herein before ten days have elapsed after the publication of such proposed compromise or settlement in the official journal of the appropriate political subdivision.” (emphasis added)

There is no requirement that a claim be rendered into a formal, written demand in order to be actionable under this statute. Moreover, the Attorney General has opined that a city has the authority to settle and compromise legitimate claims brought against it.⁸ There is no question that the City had the authority to reach a compromise to resolve these claims under Louisiana law.

However, there is nothing in the facts and information provided to indicate that the City published the compromises with Scot's Audio or Bossier Power and Equipment, which is necessary to comply with the last sentence of 13:5109 (C) which requires that the “proposed

⁸ La. Atty. Gen. Op. No. 12-0189, 2012 WL 6560501

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compromise or settlement should be published in the official journal of the appropriate political subdivision.” If, in fact, this was not done, the City could remedy this oversight by “ratifying” these compromises and publishing the expenditures in the City’s or the Parish’s official journal. This publication should take place immediately to be in full compliance with the applicable provisions of 13:5109 (C).

- **Louisiana Public Bid Law (La. R.S. 38:2211, *et. seq.*):**

The Louisiana Public Bid Law requires all public work done by a public entity be advertised for competitive bids and be awarded to the lowest responsive and responsible bidder, and the law is intended to prevent public entities from awarding contracts on the basis of favoritism or at possible exorbitant and extortionate prices.⁹ The provisions of La. R.S. 38:2211, *et seq.* apply to expenditures for public works contracts that exceed a threshold amount set forth in La .R.S. 38:2212 (C)(1). The threshold amount is adjusted periodically for inflation, and at the time of the Carriageway Project, the threshold amount for the application of these statutes was \$250,000.00, therefore any public contract for a public works project valued at \$250,000.00 or more is subject to the provisions of La. R.S. 38:2211, *et. seq.*, and must be competitively bid and awarded to the lowest responsive and responsible bidder.

In this case, the work undertaken by the City to compromise the claims asserted by Scot’s Audio and Bossier Power and Equipment are “public works” as defined in La. R.S. 38:2211; however, this work must also exceed the \$250,000.00 threshold as set forth in the law. Based on the information and materials provided to me, the contracts for the work relative to the Scot’s Audio and Bossier Power and Equipment totaled \$110,000 and \$170,000, respectively, which do not meet or exceed the amount required by the Public Bid Law for competitive letting and award to the lowest responsible and responsive bidder.

It is established that the Louisiana Public Bid Law prohibits the *intentional* separation and splitting of a large project into multiple smaller projects in order to avoid triggering the application of La. R.S 38:2212.¹⁰ As the Public Bid Law is a prohibitory law, any contravention of its provisions renders any resulting contract null, void, and of no effect or legal consequence.¹¹ In this instance, if a court were to find that the City violated any provision of the Public Bid Law, since the work has already been performed and completed, and the funds expended, the potential consequences of such a violation would be a declaration of absolute nullity of the contracts for the work at issue and potentially, an award by the district court of a civil penalty up to \$50,000.00

⁹ Great Lakes Dredge & Dock Co.,LLC v. State ex rel Coastal Protection and Restoration Authority, 2014-0249 (La. App. 1st Cir. 11/7/2014), 167 So.3d. 682

¹⁰ La. Atty. Gen. Op. No. 24-0101 (2/21/2025) 2025 WL 714474

¹¹ Hamp’s Construction, LLC v. City of New Orleans, 2005-0489 (La. 2/22/2006), 924 So.2d. 104; La. R.S. 38:2220 (A)

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against each offending member of the governing authority of the public entity who authorized the action declared to be a violation.¹² Only a district court can issue a finding and declaration that the Public Bid Law has been violated and subsequently assess any civil penalties within its discretion.

The Attorney General has also noted that if the separation of projects or purchases is done for legitimate business reasons, such as limiting the size of projects or purchases to available funding for the fiscal year and is not done for the purpose of avoiding the bidding of the project or purchase, then such separation would be permissible.¹³

Here, the City Attorney has stated on numerous occasions, in both his narrative addressed to Councilman Hammons and his correspondence to Mayor Chandler, that the contracts for the work undertaken were to address two separate claims-Scot's Audio and Bossier Power and Equipment. This was corroborated by the Personal Statement made by Stacy Crawford, the Risk Manager for the City. It is understood that these two claims were kept separate within the City Attorney's office and the agreements reached with each party resolved separate and distinct claims asserted by the respective parties. Further, from the documents and information I reviewed there is no evidence that any City representative acted with an intent to contravene Public Bid Law.

I reviewed a series of emails between and among Todd Thompson (Waggoner Engineering), Ben Rauschenbach (Waggoner Engineering) and Richard Ray (City Attorney), regarding the properties located at 2113 Benton Road and 2101 Benton Road (e.g. Scot's Audio and Bossier Power and Equipment). In one particular email dated February 20, 2025, Mr. Rauschenbach communicated to Todd Thompson that he (Rauschenbach) would "feel better if we could get this below \$250k (Bid Law)" and to "consider separating into two projects." I interpreted this comment to indicate that, although consolidating the two projects might seem convenient due to their close physical proximity, it would create other challenges- particularly concerning compliance with the public bid law.

Although Mr. Ray was copied on this email, no reply or comment was made from Mr. Ray as to the conversation between the Waggoner employees. There was no discussion by Mr. Ray or anyone else with the City advising Waggoner to bypass the Public Bid Law. From the documents I reviewed, nothing contradicts Mr. Ray's statements that the City kept these contracts separate in order to clearly compromise each claim individually and separately from the other.

4. Policy Considerations

The next issue is whether there are any public considerations to take into account.

¹² La. R.S. 2220 (C)

¹³ La. Atty. Gen. Op. No. 08-0067 & La. Atty. Gen. Op. No. 00-0246

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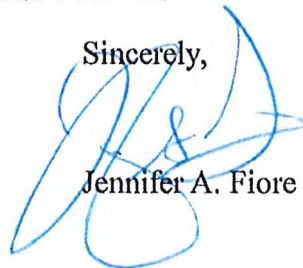
- **Efficiency:** Settling pre-suit avoids protracted litigation, reducing costs and disruptions. The City's prior lawsuits highlight the urgency of early resolution.
- **Fiscal Prudence:** Using budgeted funds ensures no new financial strain.
- **Community Benefit:** Preserving businesses supports the tax base and the City's tax revenues and public welfare, especially given the Carriageway Project's documented impacts.

Conclusion

The Mayor and City Attorney have the authority under the City of Bossier City is Home Rule Charter (Sections 4.02, 8.01) to negotiate and settle pre-suit claims by business owners threatening litigation, using budgeted funds from the 2025 Operating Budget. The settlements, repaving two parking lots and connecting them, do not violate Louisiana Constitution Article VII, Section 14(A). They serve a public purpose (avoiding litigation, economic stability, addressing City-induced harm), are supported by legal obligations (potential inverse condemnation and tort liability), and provide proportional public benefit (litigation savings, community vitality). The Charter's executive authority, combined with pre-appropriated funds, negates the need for Council approval, and La. R.S. 13:5109 supports the City's authority to compromise or settle claims. I do, however, recommend that the City comply with the publication requirements of La. R.S. 13:5109 (C).

I find no violation of the Louisiana Public Bid Law. There's nothing in the information that I reviewed to indicate that the City intentionally tried to subvert Public Bid Law. Without more, comments by employees of Waggoner Engineering cannot be imputed to the City Attorney as a means to ascribe intent to separate a large project into multiple smaller projects in order to avoid triggering the application of La. R.S. 38:2212.

Sincerely,



Jennifer A. Fiore

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November 19, 2025

ATTORNEY-CLIENT PRIVILEGED COMMUNICATION PERSONAL AND CONFIDENTIAL

Sent Via Email Only

Honorable Charles Jacobs,
City Attorney of Bossier City
Office of the City Attorney
620 Benton Road
Bossier City, LA 71111

RE: Request for Legal Opinion: Applicability of La. R.S. 13:5109(C) to
Bossier City, a Home Rule Charter Municipality (HRCM)

Dear Charles

This letter is written in response to your request for an opinion regarding the applicability of La. R.S. 13:5109(C) to the Bossier City claims settlement process. Specifically, you posed the following question:

Is La. R.S. 13:5109(C), a state statute requiring publication and a ten-day delay for the settlement of pre-litigation claims by a municipality, applicable to Bossier City, a Home Rule Charter Municipality, given that the statute addresses municipal internal procedures and management which are constitutionally protected from legislative interference under Article VI, Section 6 of the Louisiana Constitution?

Discussion and Analysis:

The Louisiana Constitution of 1974 granted Home Rule Charter local governments (HRCM) autonomy and flexibility to exercise all powers, rights, and functions necessary, requisite, or proper for the operation, management and internal arrangement of the component parts of its local government. The Louisiana Supreme Court has consistently held that, for governments controlled by home rule charters, the charter is the “supreme law,” stating, “just as the Constitution is the supreme law of the state, home rule charters are the supreme law of home rule charter jurisdictions, subordinate only to the constitution and constitutionally allowed legislation.” See *Montgomery v. St. Tammany Parish Government*, 319 So.3d 209 (La. 6/27/18).

The Home Rule Charter (the “Charter”) adopted by the City of Bossier provides the governing law that establishes the structure and organization of the City. Chapter 8 of the Charter creates the “Legal Department” which is an essential part of any city government. Under the Charter, the legal department is charged with the responsibility of providing legal guidance to the Mayor, City Council and all of the departments of City government. The legal department reviews and makes recommendations on all instruments to which the City is a party or in which the City has an interest. In addition, the legal department is also responsible for representing or supervising the representation of the City in all litigation. Moreover, the legal department is vested with the authority to acquire and monitor any outside legal assistance the City may require. (*HRC Sec. 8.01. Organization*). The City Attorney is the head of the legal division and hires personnel necessary to facilitate the duties of his department, including an Assistant City Attorney to assist him with all duties of the legal department. (*HRC Sec. 8.02.-City Attorney/ Section 8.03 Assistant City Attorney*).

Section 16.02 (d) and (e) of the Charter requires the Director of Finance to:

- d) Ascertain that funds are available for payment of all contracts, purchase orders and any other documents that incur financial obligation for the City, and that such documents are in accordance with established procedures; and
- e) Disburse all funds from the City treasury.

Importantly, the validity and protection of a Home Rule Charter against state legislative interference is defined under the provisions of Article VI, Section 6, which states:

The legislature shall enact no law the effect of which changes or affects the structure and organization or the particular distribution and redistribution of the powers and functions of any local governmental subdivision which operates under a home rule charter.

The only way a general state law *can* intrude upon these protected matters is if it constitutes a reasonable and necessary exercise of the State's Police Power, as reserved by Article VI, Section 9(B). The constitutional jurisprudence holds that a general state law will not apply to a home rule charter government if it:

- Changes or affects the structure and organization of the local government.
- Changes or affects the distribution of powers and functions (i.e., internal arrangement, supervision, and control of component parts).

In the context of its applicability to HRCM, La. R.S. 13:5109(C) must be examined to determine if it concerns the local government's structure, functions, organization/distribution of powers or a legitimate Police Power matter. The Louisiana Supreme Court in *Lafourche Parish Council v. Autin*, 648 So.2d 343 (La. 12/9/94), citing *La Fleur v. City of Baton Rouge*, 124 So.2d 374, 379 (*La.App. 1st Cir.1960*) defined the meaning of concepts of powers, functions, structure and organization as used in the Constitution:

- **Power** refers to the capacity or inherent authority to undertake a particular service or function.

- **Function** is the duty or obligation to execute that power.
- **Structure and organization** and the "distribution of powers and functions" relate to the supervision, control, and internal arrangement of the "mechanism or instrumentality through which the power... is exercised."

La. R.S. 13:5109(C) mandates a specific process for handling pre-litigation claims, requiring publication and a ten-day delay. The settlement of claims is a power and function inherently intertwined with a municipality's ability to manage its legal affairs and expend funds. Frankly, the application of La. R.S. 13:5109(C) in contravention of the home rule powers of Bossier City would impermissibly dictate the incidental aspects of the operation of Bossier City government, specifically by prescribing *how* the Legal Department, in conjunction with the Finance Department, must deploy City resources and execute the claims resolution function.¹

In *Lafourche, supra*, the Supreme Court held that a state statute granting authority to appoint members to boards and commissions within municipalities change the structure and organization of the parish government by "superseding its home rule discretion to manage, control and arrange its internal affairs." The Court declared the statute an "odious burden" that "upsets the management, control and internal stability of the structure of the parish's government. Here, as in *Lafourche*, La. R.S. 13:5109(C) imposes requirements that either supersede or add mandatory uniform steps (publication and a ten-day delay) to *every* claim settlement managed by the administration, regardless of the City's established internal procedures. This action effectively changes the City's established internal arrangement and management methods, violating the mandate of Article VI, Section 6.

Notably, La. R.S. 13:5109(C) is not a reasonable and necessary exercise of the State's Police Power, as reserved by Article VI, Section 9(B). Absent a showing that the specific requirement of publishing pre-litigation settlements is necessary for the preservation of statewide public health or safety, this general state law cannot intrude upon the constitutionally protected powers of the HRCM.

Conclusion:

Based on the analysis of the Louisiana Constitution and controlling jurisprudence, it is my opinion that La. R.S. 13:5109(C) is inapplicable to the home rule charter powers of the City of Bossier. Bossier City operates under a post-1974 Home Rule Charter, granting it constitutional autonomy over its internal structure and the management of its affairs. The requirement of specific, external procedures (publication and a ten-day delay) for managing the settlement of claims constitutes a statutory non-police power intrusion into the City's structural autonomy, interfering with the internal operations of its Legal and Finance Departments.

Zelda W. Tucker

¹ Bossier adopted Resolution No 34 of 2025 which provides for adding the approval by the Council President of settlements that exceed \$50,000.00.