

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE:
LLOYD "ALLEN" COGAR,
City of Richwood,
Former Chief of Police

COMPLAINT NO. VCRB 2018-26

Conciliation Agreement

The West Virginia Ethics Commission and Lloyd "Allen" Cogar freely and voluntarily enter into the following Conciliation Agreement pursuant to W. Va. Code § 6B-2-4(t) to resolve all the potential charges arising from allegations of violations of the West Virginia Governmental Ethics Act based upon the facts set forth below.

Findings of Fact

1. Lloyd "Allen" Cogar ("Respondent") was the Chief of Police for the City of Richwood.
2. At all times pertinent herein, the Respondent was either a "public employee" or "public official" as defined in the Ethics Act, at W. Va. Code § 6B-1-3(j) and (k).
3. The Ethics Commission has jurisdiction over alleged violations of the West Virginia Ethics Act committed by public employees or officials, such as Cogar. W. Va. Code §§ 6B-1-1 through 6B-3-11.
4. The Richwood Police Department ("Police Department") is a subunit of the City of Richwood. The Chief of Police is appointed by the Mayor.
5. As the Chief of Police, the Respondent had direct authority and control over all Police Department contracts, including purchases using Police Department funds. Although the Respondent's position gave him authority or control over Police

Department funds, most transactions were approved by the Richwood City Council prior to the transactions taking place.

6. As the Chief of Police, the Respondent was issued a City of Richwood Purchasing Card ("P-Card").

7. At all times pertinent herein, the Respondent owned Allen's Discount Tire LLC ("Allen's Tire"), a business that sold automobile tires and performed automobile maintenance.

8. On July 6, 2016, the Respondent used his P-Card at Allen's Tire for purchases for the City of Richwood in the amount of \$455. The purchases included four new tires for the Respondent's cruiser, a Ford Explorer, and labor costs for an Allen's Tire employee. The old tires on the Respondent's cruiser were damaged by the June 2016 flood, and the Respondent's cruiser could not be safely driven as a result of the damage.

9. On July 15, 2016, the Respondent used his P-Card at Allen's Tire for purchases for the City of Richwood in the amount of \$150. The purchase included two new tires and labor for a City-owned black Chevrolet Impala cruiser.

10. On July 15, 2016, the Respondent used his P-Card at Allen's Tire for a second time on the same day for purchases for the City of Richwood in the amount of \$150. The purchase included two new tires and labor for a City-owned gray Chevrolet Impala cruiser.

11. On December 23, 2016, the Respondent used his P-Card at Allen's Tire on purchases for the City of Richwood in the amount of \$32. The purchase included a six quart oil change for the Respondent's City-owned Ford Explorer cruiser.

12. In 2016, therefore, the Respondent used his P-Card at Allen's Tire on purchases for the City of Richwood totalling \$787.

13. On March 23, 2017, the Respondent used his P-Card at Allen's Tire for purchases for the City of Richwood in the amount of \$420. The purchases were for an oil change, grease job, front brake replacement, tire rotation, and wiring, including installation of a light bar for a newly purchased City of Richwood cruiser. Allen's Tire performed the oil change, grease job, front brake replacement, and tire rotation at a cost of \$70. The remaining \$350 of the \$420 was paid by Allen's Tire to a subcontractor for the labor.

14. On March 28, 2017, the Respondent used his P-Card at Allen's Tire for purchases for the City of Richwood in the amount of \$294. The purchases were for a new alternator for the Respondent's City-owned Ford Explorer cruiser and rear brakes for another City-owned vehicle, a Dodge Charger cruiser. The amount included parts and labor costs.

15. In 2017, therefore, the Respondent used his P-Card at Allen's Tire for purchases for the City of Richwood totalling \$714.

16. The Respondent used his P-Card for a total of \$1,501 for purchases for goods and services for the City of Richwood Police Department from Allen's Tire from July 2016 through March 2017.

17. The Respondent asserts that all purchases of goods and services for the City of Richwood Police Department were approved by the Richwood City Council prior to the transactions with the exception of the July 6, 2016, transaction for \$455. For that transaction, the Respondent asserts that he did not get preapproval from City Council or

the Mayor because it was an emergency tire replacement due to tire damage caused by the June 2016 flood. The Respondent states that the Mayor later approved the payment.

18. The Respondent asserts that although he used his P-Card to make purchases for goods and services for the City of Richwood at his business, Allen's Tire, he sold all goods at cost to the City of Richwood with no profit to himself or his business. It was his belief that in doing so he was not violating any provision of the Ethics Act and that he was doing a favor for the City of Richwood.

19. Pursuant to W. Va. Code § 6B-2-4(w)(1), VCRB 2018-26 was held in abeyance from May 2, 2019, until January 6, 2023.

Relevant Legal Provisions

W. Va. Code § 6B-2-5(d) states, in relevant part:

(1) In addition to the provisions of § 61-10-15 of this code, no elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control: *Provided*, That nothing herein shall be construed to prevent or make unlawful the employment of any person with any governmental body: *Provided, however*, That nothing herein shall be construed to prohibit a member of the Legislature from entering into a contract with any governmental body, or prohibit a part-time appointed public official from entering into a contract which the part-time appointed public official may have direct authority to enter into or over which he or she may have control when the official has not participated in the review or evaluation thereof, has been recused from deciding or evaluating and has been excused from voting on the contract and has fully disclosed the extent of his or her interest in the contract.

(2) In the absence of bribery or a purpose to defraud, an elected or appointed public official or public employee or a member of his or her immediate family or a business with which he or she is associated shall not be considered as having a prohibited financial interest in a public

contract when such a person has a limited interest as an owner, shareholder, or creditor of the business which is awarded a public contract. A limited interest for the purposes of this subsection is:

(A) An interest which does not exceed \$1,000 in the profits or benefits of the public contract or contracts in a calendar year;

(3) If a public official or employee has an interest in the profits or benefits of a contract, then he or she may not make, participate in making, or in any way attempt to use his office or employment to influence a government decision affecting his or her financial or limited financial interest.

(4) Where the provisions of subdivisions (1) and (2) of this subsection would result in the loss of a quorum in a public body or agency, in excessive cost, undue hardship, or other substantial interference with the operation of a state, county, municipality, county school board, or other governmental agency, the affected governmental body or agency may make written application to the Ethics Commission for an exemption from subdivisions (1) and (2) of this subsection.

Conciliation of Violation

I, Lloyd "Allen" Cogar, acknowledge that using my City of Richwood P-Card to purchase goods and services for the City of Richwood Police Department from my business, Allen's Tire, in the amount of \$1,501 did not comply with W. Va. Code § 6B-2-5(d)(1) of the West Virginia Governmental Ethics Act. I assert that I was unaware of these restrictions in the law, and I believed that the purchases from my business were permissible because neither I nor my business profited from the sale of goods and services to the City of Richwood.

In order to resolve this matter, I am entering into this Conciliation Agreement. I understand that for this Agreement to be finalized, the Ethics Commission must approve it and determine which sanctions to impose.

LC 

In consideration of the settlement of this matter, I agree to the Commission's imposition of the following sanctions:

1. To undergo training on the West Virginia Governmental Ethics Act, either in person, virtually, or by viewing the training provided on the Ethics Commission's website, at ethics.wv.gov., within 30 days of the entrance of the Order approving the Conciliation Agreement. I shall provide written confirmation of the completion of this training to the Ethics Commission within five business days of completing it.
2. A fine in the amount of \$500 to be paid to the West Virginia Ethics Commission within 30 days of the entrance of the Order approving the Conciliation Agreement.

I understand and agree that if the Ethics Commission fails to approve this Conciliation Agreement, then this Conciliation Agreement is null and void and the Complaint against me will proceed before the Probable Cause Review Board, where it will be processed in accordance with the West Virginia Code and Ethics Commission's Legislative Rules.

If the Ethics Commission approves the Agreement, it will enter an Order in which it approves the Agreement and sets forth the sanctions listed above.

Both parties understand that, pursuant to W. Va. Code § 6B-2-4(t), this Conciliation Agreement and Commission Order must be made available to the public.

11/2/2023
Date

Robert J. Wolfe For
Robert J. Wolfe, Chairperson
West Virginia Ethics Commission

10-4-23
Date

Lloyd Cogar
Lloyd Cogar, Respondent

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**IN RE:
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Former Chief of Police**

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COMMISSION'S ORDER

After considering the Findings of Fact, Relevant Legal Provisions, and Conciliation of Violations in the Conciliation Agreement, the West Virginia Ethics Commission finds that the Conciliation Agreement is in the best interests of the State and Lloyd "Allen" Cogar, as required by W. Va. Code § 6B-2-4(t). In accordance with W. Va. Code § 6B-2-4(s), the Commission imposes the following sanctions:

1. Respondent shall undergo training on the West Virginia Governmental Ethics Act by attending either an in-person or virtual training presented by the Ethics Commission staff or by viewing the training provided on the Ethics Commission's website at ethics.wv.gov, within 30 days of the entrance of this Order and shall provide written confirmation of the completion of this training to the Ethics Commission within five business days of completing it.
2. Respondent shall pay a fine in the amount of \$500 to the West Virginia Ethics Commission within 30 days of the entrance of this Order.

11/2/2023
Date



Terry L. Walker, Acting Chairperson
West Virginia Ethics Commission