

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE:

ANDREW C. CHEUVRONT

VCRB 2007-11

CONCILIATION AGREEMENT


ETHICS COMMISSION ORDER

After considering the foregoing FINDINGS OF FACT, ALLEGED VIOLATION and CONCILIATION OF VIOLATION, as set forth in the Conciliation Agreement, the West Virginia Ethics Commission finds that the Conciliation Agreement is in the best interest of the State and the Respondent as required by West Virginia Code § 6B-2-4(s). The Commission makes no finding as to whether the transactions violated any other state or federal law governing the sale of firearms or any state or county laws or policies governing disposition and accounting for public property and funds. The signed Conciliation Agreement is hereby incorporated into this order.

In accordance with the Conciliation Agreement and in accordance with West Virginia Code § 6B-2-4(r), the Commission imposes the following sanctions:

- (1) The West Virginia Ethics Commission hereby **Orders** that Andrew Chevront be publicly reprimanded.;
- (2) The West Virginia Ethics Commission hereby **Orders** Andrew Chevront to reimburse the Commission \$464.12 towards its actual cost of investigating this matter. Mr. Chevront shall reimburse the Commission said amount within 30 days of the receipt of the Order by his counsel.

Date 8/7/08


Kemp Morton, Chairman
W. Va. Ethics Commission

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IN RE:

ANDREW C. CHEUVRONT

VCRB 2007-11

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CONCILIATION AGREEMENT

The West Virginia Ethics Commission and Andrew Chevront freely and voluntarily enter into the following Conciliation Agreement pursuant to West Virginia Code § 6B-2-4(s) to resolve all potential charges arising from the above-referenced complaint.

FINDINGS OF FACT

The following facts are hereby stipulated and agreed upon by the West Virginia Ethics Commission and Andrew Chevront and are taken as true and correct:

1. Andrew Chuevront is the Sheriff of Wirt County. He is serving his second term of office. His term expires this year. Due to a two year term limit, he is not seeking reelection.
2. On June 1, 2007, a Complaint was filed against Sheriff Chevront with the WV Ethics Commission. The Complaint alleged that a Glock pistol was given to the Sheriff and that later he sold it for personal financial gain.
3. It is undisputed that in approximately 2003, the Wirt County Sheriff's Department decided to purchase two Glock Model 21 .45 caliber handguns. A bail bondsman by trade, Ira Atkinson offered to purchase one of the weapons for the Sheriff's Department. Sheriff Chevront accepted his offer. The two weapons were purchased in February of 2003. One was registered in the name of Sheriff Chevront while the other was registered in the name of Chief Deputy Lewis J. Peck.

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4. Chief Deputy Peck made the decision to sell his Glock. It was sold to a member of the Wood County Sheriff's Department on or about 4-19-2006 for a sum of \$475.00. The money from the sale of Chief Deputy Peck's weapon was deposited, on or around the date of the sale, into the Sheriff's Department Concealed Weapons Account;

5. At some point between August of 2005 and April of 2006, Sheriff Chevront sold the Glock registered in his name to a local citizen. Neither Sheriff Chevront nor the citizen who purchased the weapon can remember the exact date of the sale. The citizen paid \$500.00 cash for the weapon. At the time in question, no receipt from the Sheriff's Department was issued to the citizen. Moreover, at or around the time of the sale, the money was not deposited into a County bank account.

6. Sheriff Chevront states that he put the cash in a Sheriff's Department envelope and stored the envelope in his office at the Sheriff's Department. No personnel in the Sheriff's Office were informed in 2005 or 2006 that the proceeds from the sale were being kept in an envelope in the office.

7. Each month, as required by the WV Code, the Sheriff's Office submits a Monthly Financial Statement to the Office of the County Clerk. At no point did he indicate on these reports that there was \$500.00 in cash which was in the possession of his office from the sale of the weapon.

8. Sheriff Chevront states that he left the cash in the envelope until October of 2007 when the Sheriff's Department bought new weapons. On 10-11-2007, more than four months after the complaint was filed, a Wirt County Sheriff's Department receipt was completed to document the receipt of the \$500.00 which Sheriff Chevront received in late 2005 or early 2006. Sheriff Chevront then wrote and signed a letter which is

dated October 15, 2007. The letter which is addressed to, "To whom it may concern" states in part that:

With the arrival of the new weapons, the money that was in the Wirt County Sheriff Department envelope from the sale of the .45 cal. Glock sold to John Diesz has been receipted and deposited into the Department's concealed weapons account. Copies of receipt and deposit slip and deposit receipt are enclosed. Money from the other .45 caliber Glock has already been deposited into the concealed weapons account by my deputy.

ALLEGED VIOLATION

West Virginia Code § 6B-2-5(b) prohibits public officials from using their office for their own private gain.

CONCILIATION OF VIOLATION

I, Andrew Chevront, Sheriff of Wirt County, freely and voluntarily acknowledge that by not recording and depositing the cash received by the Sheriff's Department into an account of the Sheriff's Department at or around the time it was received demonstrates a lack of judgment and failure to comply with commonly accepted accounting principles.

In order to resolve this matter, I am signing this agreement. By signing this agreement, I am also agreeing to the imposition of sanctions by the West Virginia Ethics Commission as follows.

- (1) Public Reprimand
- (2) Reimbursement to the Commission for the actual costs of investigating and prosecuting a violation in the amount of \$464.12. (W.Va. Code § 6B-2-4(r)(1)).

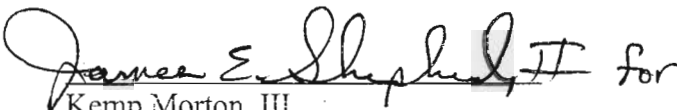
I understand that in consideration of my cooperation with the Ethics Commission in this case, I will not be subject to any of the following sanctions: (1) Fine not to exceed \$5,000.00; and, (2) Recommendation from the Commission that I be removed from office.

I agree to submit the monies owed for reimbursement to the Ethics Commission for the actual costs of investigating within 30 days of the date of the entrance of the Order by the Commission in which it approves this agreement and imposes the agreed-to sanctions. It is further hereby agreed that if the Commission fails to approve this conciliation agreement that the matter will be referred back to the Probable Cause Review Board where the Complaint will continue to be processed in accordance with the West Virginia Code and the Commission's legislative rules.

I understand that if the Ethics Commission approves the agreement, it will enter an order in which it approves the agreement and sets forth the sanctions upon which it decided.

I understand that pursuant to W.Va. Code § 6B-2-4(s) that the conciliation agreement and Commission order must be made available to the public.

Date: 8-7-08


Kemp Morton, III
Chair, WV Ethics Commission

Date: 07-30-08


Sheriff Chevront, Respondent