



SPECIAL WILLIAMS COUNTY PROSECUTING ATTORNEYS

MARK R. WEAVER, ESQ.

RYAN M. STUBENRAUCH, ESQ.

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Phone: (614) 221-2121

February 12, 2020

Mr. Steven M. Towns
4264 County Road 18
Bryan, Ohio 43506

Re: Non-Prosecution Agreement – Steven M. Towns

Dear Mr. Towns and counsel,

Based upon the understandings specified below, to resolve and settle this matter, the State of Ohio by and through the undersigned duly appointed Special Prosecuting Attorneys of Williams County (“the State”) will not bring any criminal charges against Steven M. Towns (“Towns”) for any crimes related to theft in office from November 4, 2019 to January 13, 2020 as well as other allegations of misspent money throughout Towns’ tenure as County Sheriff, as further detailed and limited below.

These crimes include, but are not limited to, offenses arising under R.C. 2941.21, *Theft in Office* and R.C. 2913.02, *Theft*. This Non-Prosecution Agreement (“this Agreement”) applies only to conduct that occurred prior to the date of its execution and expressly does not cover any criminal violations that occur after its execution. This Agreement also covers any potential allegations of misspent money up to an aggregate total of \$2,000 and any individual amounts of misspent money that are less than \$100. Further, this Agreement also covers any potential criminal issues surrounding a missing Beretta handgun that Towns had reported to the Bureau of Alcohol Tobacco and Firearms.

This Agreement does not provide any protection against prosecution for any crimes except as set forth above and as described in the Agreed Statement of Facts, attached as Exhibit A, and applies only to Steven M. Towns. This Agreement does not apply to any other individuals.

It is agreed by the State, Towns, and counsel for Towns that Towns shall:

- a. In a signed writing delivered to the Williams County Commissioners, resign his position as the Williams County Sheriff no later than 11:59 PM on March 17, 2020;
- b. Repay to the Williams County Treasurer the amount of \$2,349.28 in a manner specified by the Treasurer. Said repayment shall be made on or before 5:00 PM on February 21, 2020;
- c. Immediately, upon his resignation as the Williams County Sheriff, voluntarily surrender and permanently relinquish his peace officer certificate to the Ohio Peace Officer Training Commission (OPOTC).

- d. Immediately, upon his resignation as the Williams County Sheriff, complete Form SF401 (Notice of Peace Officer Separation From Service), attach a copy of this Agreement to the completed form, and transmit the package to OPOTC;
- e. If requested, Towns agrees to cooperate with the Ohio Auditor of State on any audit or inquiry and truthfully answer all questions as well as provide all documentation requested;
- f. Mail a copy of all of the above documents and payments to the State at the address listed at the top of this Agreement.

Failure by Towns to comply with items (a) through (f) above shall constitute a breach of this Agreement, and Towns would be subject to prosecution by the State pursuant to the terms of this Agreement.

It is agreed by the State, Towns, and counsel for Towns that Towns shall *not*:

- a. Seek or accept employment within the state of Ohio at any law enforcement agency, as defined in R.C. 5101.26 (D), or any detention facility as defined in R.C. 2921.01(F);
- b. Make any personnel decisions or major budgetary decisions at the Williams County Sheriff's office prior to his resignation on or before March 17, 2020. A major budgetary decision shall be defined as any expenditure, not including existing payroll, that exceeds \$2,000. If a major budgetary expenditure is needed prior to Towns's resignation, he may make such an expenditure without violating this Agreement provided he first obtains the written approval of the Williams County Prosecuting Attorney or a majority of the Williams County Commissioners.
- c. Other than filing proper legal causes of action, publicly disparage or retaliate against in any way any public official involved in the underlying activities investigated by the State and/or as described in the Agreed Statement of Facts. The decision of whether any public statement by Towns publicly disparages or retaliates against in any way any public official involved in the underlying activities investigated by the State and/or as described in the Agreed Statement of Facts and constitutes a breach of this Agreement shall be at the sole discretion of the State.
- d. Make any public statements contradicting any of the facts as set forth in the attached Agreed Statement of Facts. The decision of whether any public statement by Towns contradicts a fact contained in the Agreed Statement of Facts and constitutes a breach of this agreement shall be at the sole discretion of the State.

If Towns does any of the actions described in items (a) through (d) above, it shall constitute a breach of this Agreement, and Towns would be subject to prosecution by the State pursuant to the terms of this Agreement.

Additionally, the State agrees that it will not ask the Municipal Court to review a potential probation violation against Towns based on the crimes outlined below.

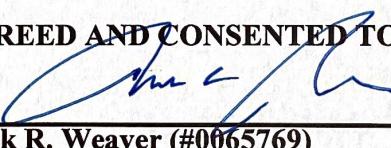
This Agreement, and Towns's obligations hereunder, shall remain in effect, as follows: (a) for a term of fifteen years from the date this Agreement is executed; or (b) the date upon which all prosecutions arising out of the conduct described in this agreement and the Agreed Statement of Facts are final, whichever is later. Towns accepts and acknowledges responsibility for the facts as set forth in the attached Agreed Statement of Facts, which is incorporated herein by reference.

It is understood that, should the State determine that Towns has committed any additional crimes during the term of this Agreement, or that Towns has committed other crimes, currently unknown to the State, during the term specified in this Agreement, or should Towns otherwise violate any provision of this Agreement, Towns shall thereafter be subject to prosecution for any state law violations of which the State has knowledge, and any such prosecution that is not time-barred by the applicable statute of limitations as of the date of the execution of this Agreement may be commenced against Towns, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement of such prosecution.

Nothing in this Agreement shall be construed as a waiver of any attorney-client or work-product privileges. It is further understood that this Agreement does not bind any federal prosecuting authority or the Ohio Auditor of State. It is further understood that this Agreement is a public record under R.C. 149.43 and that either Towns or the State may disclose the agreement to the public.

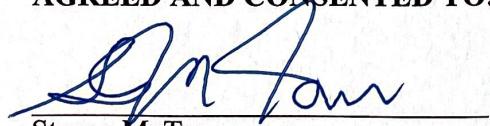
With respect to this matter, from the date of the signing of this Agreement forward, this Agreement supersedes all prior, if any, understandings, promises and/or conditions between the State and Towns. No additional promises, agreements, and conditions have been entered into other than those set forth in this document and none will be entered into unless in writing and signed by all parties.

AGREED AND CONSENTED TO:


Mark R. Weaver (#0065769)
Special Williams County Prosecuting Attorney

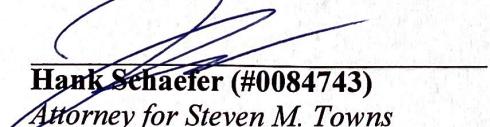

Ryan M. Stubenrauch (#0083963)
Special Williams County Prosecuting Attorney

AGREED AND CONSENTED TO:


Steven M. Towns

02/12/2020
Date

APPROVED:


Hank Schaefer (#0084743)
Attorney for Steven M. Towns

21/12/2020
Date

EXHIBIT A

Agreed Statement of Facts

On November 4, 2019 and November 5, 2019, Steven M. Towns ("Towns") was tried and convicted of a first-degree misdemeanor in the Bryan Municipal Court. Towns was charged and convicted in as personal capacity, as an individual. For at least 9.5 hours of his trial, Towns directed a deputy sheriff to accompany him to the trial to assist Towns. It was an improper expenditure of public money to have a county employee provide personal assistance to Towns while he was on trial in his personal capacity. Despite that fact, Towns directed the deputy sheriff to submit the hours the deputy sheriff worked assisting Towns at trial as county work, to be paid for with taxpayer funds.

After Towns was convicted in Bryan Municipal Court, he exercised his right to appeal the conviction to the Sixth District Court of Appeals. Like others convicted of a crime, Towns was personally responsible for ordering and paying for a transcript of the trial in order to file his appeal. The court reporter's fee to provide this service was \$1,915. Initially, Towns provided a personal check in the amount of \$800, as a deposit to the court reporter. Later, he called the court reporter and instructed her to return his personal check. Following that, Towns submitted an invoice for \$1,915 to the Williams County Auditor improperly claiming it was for professional services related to the Sheriff's office. It was an improper and invalid expenditure of county funds to pay for a transcript needed by Towns for his criminal appeal.

On or about January 13, 2020, Towns took part in a hearing at the Williams County Board of Elections concerning elections protests related to his and other peoples' candidacy on the March primary ballot. For at least four hours of the hearing, Towns directed a deputy sheriff to accompany him and assist Towns in his personal appeal regarding his candidacy. It was an improper expenditure of public money to have a county employee provide personal assistance to Towns while he participated in a Board of Elections hearing about his own personal political candidacy. Despite that fact, Towns directed the deputy sheriff to submit the hours worked assisting Towns at this hearing as county work, to be paid for with taxpayer funds.

The value of the 14.5 hours improperly billed to Williams County is \$434.28. The value of the money improperly paid for the transcript of the criminal trial is \$1,915. The total amount of improper expenditures of county money ordered by Towns is \$2,349.28

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