

IN THE COURT OF COMMON PLEAS, MERCER COUNTY, OHIO

State of Ohio,

Case No. 24-CRM-051

Plaintiff
VS.

FILED
9.23
AUG 01 2024

NEGOTIATED PLEA AGREEMENT

Kimberly L. Slaven,

Shirley J. Farrow
MERCER COUNTY CLERK OF COURTS
CELINA, OHIO

Defendant.

Pursuant to Criminal Rule 11, the following plea negotiations have taken place between the State of Ohio and the Defendant through defense counsel, Shannon Kaiser.

1. The Defendant was charged in an Indictment with the offense(s) of:

<u>Count</u>	<u>Degree</u>	<u>Charges/Specifications</u>
1.	F4	2911.31(A), 2911.31(B): Safecracking
2.	F5	2913.02(A)(3), 2913.02(B)(2): Theft

2. The State of Ohio would ask for leave of Court to amend the Indictment to reflect the offense(s) of:

<u>Count</u>	<u>Degree</u>	<u>Charges/Specifications</u>
2.	F5	2913.02(A)(3), 2913.02(B)(2): Theft

3. The State of Ohio would ask for leave of Court to enter a nolle prosequi as to:

<u>Count</u>	<u>Degree</u>	<u>Charges/Specifications</u>
1.	F4	2911.31(A), 2911.31(B): Safecracking

4. The Defendant would ask for leave of Court to enter a plea of guilty and withdraw the Defendant's previously entered pleas of Not Guilty to the following counts:

<u>Count</u>	<u>Degree</u>	<u>Charges/Specifications</u>
2.	F5	2913.02(A)(3), 2913.02(B)(2): Theft

5. The Defendant would then plead guilty to the following charges:

<u>Count</u>	<u>Degree</u>	<u>Charges/Specifications</u>
2.	F5	2913.02(A)(3), 2913.02(B)(2): Theft

MERCER COUNTY
PROSECUTING ATTORNEY
119 NORTH WALNUT ST
CELINA, OHIO 45822
419-586-8677
FAX: 586-8747

6. The Defendant agrees to the following conditions:
- The defendant shall make restitution on all counts as originally charged, in the amount of ~~\$2300~~ ^{\$3000.00 HJM} to Marathon. The defendant's failure to pay restitution as required will entitle the State to revoke and set aside this plea agreement.
 - The State would, at the time of sentence, make the following recommendation: no recommendation, so long as the Defendant complies with all conditions of bond.

SPK
KS

MAXIMUM PENALTY. The Defendant understands that the maximum penalty as to each count to which a plea of guilty will be entered as follows:

<u>Count</u>	<u>Degree</u>	<u>Charges/Specifications</u>
2.	F5	2913.02(A)(3), 2913.02(B)(2): Theft

	Potential	Mandatory
Prison:	6 months, 7 months, 8 months, 9 months, 10 months, 11 months, 12 months	FILED AUG 01 2024
Fine:	\$0 to \$2500	
Driver's License:		<small>MERCER COUNTY CLERK OF COURTS CELINA, OHIO</small>

PRISON TERMS for multiple charges, even if consecutive are not mandatory, may be imposed consecutively by the court.

COURT COSTS, RESTITUTION, and other FINANCIAL SANCTIONS including fines, day fines, and reimbursement for the cost of any sanction may also be imposed.

I understand that if I am now on felony probation, parole, under a community control sanction, or under post release control from prison, this plea may result in revocation proceedings and any new sentence could be imposed consecutively. I know any prison term stated will be served without good time credit.

POST RELEASE CONTROL. In addition, a period of supervision by the Adult Parole Authority after release from prison may be mandatory in this case. If I am sentenced to prison for a felony sex offense, I will have a mandatory period of post-release control of 5 years. If I am sentenced to prison for a felony 1, I will have a mandatory period of post-release control of up to 5 years but not less than 2 years. If I am sentenced to prison for a felony 2, I will have a mandatory period of post-release control of up to 3 years but not less than 18 months. If I am sentenced to prison for a felony 3 offense of violence that is not a sex offense, I will have a mandatory period of post-release control of up to 3 years but not less than 1 year. If I am sentenced to prison for a felony 3 that is not an offense of violence or a sex offense, a felony 4, or a felony 5, I may be given up to 2 years of post-release control. The conditions of post-release control are determined by the Parole Authority. A violation of post-release control rule or condition can result in a more restrictive sanction while I am under post release control, **AND/OR** increased duration of supervision or control, up to the maximum term, **OR** re-imbursement even though I have served the entire state

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prison term imposed upon me by this Court for all offenses. If I violate conditions of supervision while under post-release control, the Parole Board could return me to prison for up to nine months for each violation, for a total of ½ of my originally stated prison term. If the violation is a new felony, I could receive a prison term of the greater of one year or the time remaining on post-release control, in addition to any other prison term imposed for the offense.

COMMUNITY CONTROL. If this Court is not required by law to impose a prison sanction, it may impose community control sanctions or non-prison sanctions upon me. I understand that if I violate the terms or conditions of a community control sanction, the Court may extend the time for which I am subject to this sanction up to a maximum of 5 years, **AND/OR** impose a more restrictive sanction, **OR** imprison me for up to the maximum stated term allowed for the offense(s) as set out above.

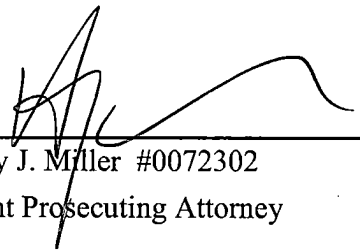
I know the Judge may either sentence me today or refer my case for a pre-sentence report. I understand my right to appeal a maximum sentence, my other limited appellate rights and that any appeal must be filed within 30 days of my sentence. I understand the consequences of a conviction upon me if I am not a U.S. citizen. Further, I enter this plea voluntarily.

I FURTHER UNDERSTAND THAT under federal law, persons convicted of felonies can never lawfully possess a firearm. I understand that if I am ever found with a firearm, even one belonging to someone else, I may be prosecuted by federal authorities and subject to imprisonment for several years.


This Negotiated Plea Agreement represents all agreements made between the parties and no other agreements have been made. All appropriate agreements are included and if not included, they do not apply. Applicable provisions of clauses with alternative provisions have been printed in bold and/or underlined herein above.

APPROVED BY:

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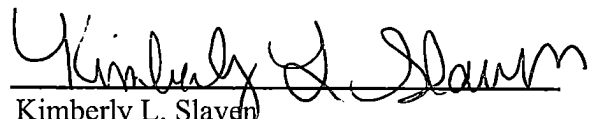
Anthony J. Miller #0072302
Assistant Prosecuting Attorney



Shannon Kaiser
Counsel for Defendant

7/31/2024

Date



Kimberly L. Slaven
Defendant

cc: Prosecuting Attorney ✓
Defense Counsel ✓

XC: COURT ✓

8-1-24
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