

FILED**2021 OCT -4 AM 10:58****CLERK OF COURTS
WILLIAMS COUNTY OHIO****COURT OF COMMON PLEAS
WILLIAMS COUNTY, OHIO****State of Ohio,**

Case No. 20CR000080

Plaintiff,

SENTENCING JOURNAL ENTRY

vs.

Bonnie K. Kimpling,

Defendant.

On September 27, 2021, this matter came on for sentencing. The Defendant was present in open Court, together with counsel, Richard M. Kerger. Present for the State was Katherine J. Zartman, Williams County Assistant Prosecutor.

The Defendant was then afforded all rights pursuant to Criminal Rule 32. The Court considered the principles and purposes of sentencing under Ohio Revised Code §2929.11 and has balanced the seriousness and recidivism factors, as provided in Ohio Revised Code §2929.12, the record, oral statements, any victim impact statement, and, if applicable, any pre-sentence report prepared.

At the jury trial held on August 18th, 19th and 20th, 2021, the jury was impaneled and sworn, evidence was adduced and the jury was charged. Upon deliberation of the jury, it was the findings and verdicts of the said jury that the Defendant was **GUILTY** of Count I, Aggravated Theft, a felony of the third degree; and **NOT GUILTY** of Count II, Possessing Criminal Tools, a felony of the fifth degree.

For the reasons stated and after consideration of the factors under Ohio Revised Code §2929.12, the Court finds that a community control sanction is consistent with the purposes of Ohio Revised Code §2929.11, is adequate to punish the Defendant and protect the public from future crimes, and does not demean the seriousness of the offense committed.

It is therefore ORDERED that the Defendant be sentenced to five (5) years of community control subject to the general supervision and control of the Williams County Adult Probation Department and subject to the Williams County Standard Conditions of Supervision and subject to any special conditions, as set forth in Exhibit A attached hereto.

Additionally, the Defendant shall serve a sentence of one hundred eighty (180) days in the Correction Center of Northwest Ohio, with ninety (90) days suspended pending compliance with the general and special conditions of probation.

The Court further advised the Defendant in open court at the sentencing hearing that, if any of the conditions of this sentence/sanction are violated, if the Defendant commits a violation of any law, or if the Defendant leaves this state without the permission of the Court or the Defendant's probation officer, then the Court may impose a longer time of community control under the same sanction, may impose a more restrictive sanction thereby changing the conditions of community control, or may impose a definite prison term as follows:

Count I - For a violation of Ohio Revised Code §2913.02(A)(2)(B)(2), Aggravated Theft, a felony of the third degree, twenty-four (24) months at the Ohio Department of Rehabilitation and Corrections (ODRC) and a discretionary period of three (3) years post-release control.

Defendant was notified that if a prison term is imposed for violation of community control, and a term of post-release control is imposed upon Defendant's release from prison, then for violation of post-release control conditions, the Adult Parole Authority or Parole Board could impose a more restrictive or longer control sanction or return Defendant to prison for up to nine (9) months for each violation up to a maximum of one-half (½) of the stated prison term. If the violation is a new felony, the Defendant may receive a prison term of the greater of one (1) year or the time remaining on post-release control, which shall be served consecutively with any other prison term imposed for the new offense.

The Court further notified the Defendant that, if a prison term is imposed for violation of community control, the Defendant may be eligible to earn days of credit under the circumstances specified in Revised Code section 2967.193. Days of credit are not automatically awarded under section 2967.193, but they must be earned in the manners specified in that section.

Defendant is to report to the Correction Center of Northwest Ohio (CCNO) on the 15th day of October, 2021, at 9:00 a.m. When the Defendant reports to CCNO, the Defendant's bond, if any, shall be automatically revoked without further order of the Court. The Clerk is ORDERED to issue a Warrant to Convey to the Sheriff of Williams County, Ohio.

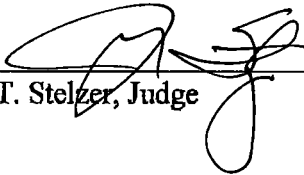
Defendant is ORDERED to pay restitution of \$32,269.51 per the Journal Entry on restitution.

Defendant is ORDERED to pay a fine of \$2,500.00.

The Court found the Defendant has the present and future ability to pay all costs of prosecution, any court-appointed counsel costs, and any supervision fees permitted, pursuant to Ohio Revised Code §2929.18(A)(4), all as determined by the Adult Probation Department of Williams County and such is hereby ORDERED. Any bond to be returned less retainage as authorized by law.

It is ORDERED that thirty (30) days after this filing that all contraband and property not picked up by the Defendant shall be forfeited or destroyed.

The Clerk shall forward a file-stamped copy of this Journal Entry to the Prosecuting Attorney, to the Attorney for the Defendant, Richard M. Kerger, CCNO, and to the Adult Probation Department of Williams County.



J. T. Stelzer, Judge

DOCUMENT PREPARED BY THE OFFICE OF THE WILLIAMS COUNTY
PROSECUTING ATTORNEY, KATHERINE J. ZARTMAN (LSJ)

EXHIBIT A**STATE OF OHIO****IN THE COURT OF COMMON PLEAS WILLIAMS COUNTY, OHIO**

NAME: KIMPLING, Bonnie K.	DOCKET	20-CR-080
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CONDITIONS OF SUPERVISION

In consideration of having been granted supervision on 09/27/21 for a period of five (5) years, I agree to report to my supervising officer according to the instructions I have received and the following conditions:

1. I will obey federal, state, and local laws and ordinances, including Chapter 2923. of the Revised Code relating to conduct involving firearms and other deadly weapons, and all orders, rules and regulations of the Williams County Common Pleas Court. I agree to conduct myself as a responsible law abiding citizen.
2. I will always keep my supervising officer informed of my residence and place of employment. I will obtain permission from my supervising officer before changing my residence or my employment. I understand that if I abscond supervision, I may be prosecuted for the crime of escape, under Section 2921.34 of the Revised Code.
3. I will not leave the State of Ohio without prior permission from my supervising officer.
4. I will not enter the grounds of any correctional facility nor attempt to visit any person who is incarcerated without the written permission of my supervising officer. I will not communicate with any person who is incarcerated in any manner without obtaining permission from my supervising officer.
5. I will follow all orders verbal or written given to me by my supervising officer or other authorized representative of the Court.
6. I will not purchase, possess, own, use or have under my control any firearms; ammunition, dangerous ordinance or weapons, including chemical agents, electronic devices used to immobilize, pyrotechnics, and/or explosive devices.
7. I will not purchase, possess, use, or have under my control any narcotic drug, other controlled substance, illegal drug (to include any form of marijuana), CBD, or synthetic or organic substance (including Kratom) or drug paraphernalia, unless specifically approved by the Court.
 - a) I understand that possession of a Medical Marijuana Card issued to me under the Ohio or Michigan Medical Marijuana Act, or any other state, does not allow me to use marijuana or any other substances containing THC or CBD.
 - b) I agree to disclose all substance abuse history/addiction with any medical professional from whom I am receiving treatment, I agree to inform my supervising officer promptly of any lawful prescription and I agree to submit to drug testing if required by the Adult Probation Department.
8. I will report any arrest, citation of a violation of the law, conviction or any other contact with a law enforcement officer to my supervising officer no later than the next business day. I will not enter into any agreement or other arrangement with any law enforcement agency, which might place me in the position of violating any law or condition of my supervision, unless I have obtained permission in writing from the Adult Probation Department, or from the Court.
9. I agree to a search at anytime, with or without a search warrant, arrest warrant or "probable cause", of my person, my property, my personal effects, my motor vehicle and/or my place of residence by a supervising Community Control officer or by any other law enforcement officer, whether or not related to any Community Control purpose(s), provided such an officer has "reasonable suspicion" that I am engaged in either criminal activity or activity in violation of my general or special terms of Community Control, Any contraband or property that is seized from my person, automobile, or residence while I am on supervision shall be subject to forfeiture and destruction.
10. I agree to sign a release of confidential information from any public or private agency if requested to do so by a supervising officer.
11. I agree not to associate with persons having a criminal background and/or persons who may have gang affiliation, or who could influence me to engage in criminal activity, without the prior permission of my supervising officer.
12. I agree to comply with all financial obligations, including child support, as ordered by any court and/or Department of Rehabilitation and Correction. Pursuant to O.R.C. 2947.23, if you fail to pay the costs of prosecution, including any costs under O.R.C 2947.31, or you fail to timely make payments toward either costs of prosecution under a payment schedule approved by the court, the court may order you to perform community service in an amount of not more than 40 hours per month until the judgment is paid or until the court is satisfied that you are in compliance with the approved payment schedule. If you are ordered to perform community

service, you will receive credit upon the judgment for costs of prosecution at a specified hourly credit rate per hour of community service performed, and each hour of community service performed will reduce the amount that you owe for costs of prosecution.

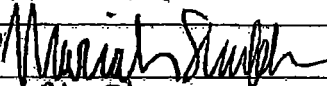
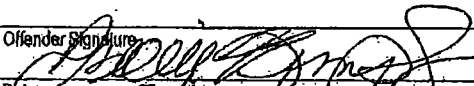
- 13. I agree to give all information regarding my financial status to assist in determining my ability to pay specific financial obligations to my supervising officer.
- 14. I agree to follow all rules and regulations of treatment facilities or programs of any type in which I am placed or ordered to attend while under the jurisdiction of the Court.
- 15. I agree to be at my APPROVED residence between the hours of 12:00 midnight and 6:00 a.m. unless commuting to or from work.
- 16. I agree not to make any untruthful or misleading statements to my supervising officer or treatment provider(s).
- 17. I agree to fully participate in, and successfully complete, the following indicated Sanctions/Special Conditions:

Basic Supervision Five (5) Years	Intensive Supervision:
Other Sanctions/ Special Conditions subject to order by this Court:	
<ol style="list-style-type: none"> 1. You shall serve 180 days at the Corrections Center of Northwest Ohio with 90 days suspended. You shall report to CCNO commencing on 10/15/2021 by 9:00 A.M.; 2. Upon your release from incarceration, you shall maintain full-time, verifiable employment; 3. You shall comply with all treatment recommendations, including aftercare, at Above and Beyond Family Recovery Center; 4. You shall have no contact, direct or indirect, with Nancy Johnson; 5. You shall not enter any establishment where the primary purpose is to serve alcoholic beverages for drinking on site (i.e. bars, taverns). You shall not consume or possess any form of an alcoholic beverage; 6. You shall pay a fine of \$2,500.00. You shall pay a minimum of \$50.00 per month beginning 3/1/2022. Payments to the Williams County Clerk of Courts, One Courthouse Square, 3rd Floor, Bryan, Ohio 43506; 7. You shall pay restitution in the amount of \$32,269.51. You shall pay a minimum of \$100.00 per month beginning 3/1/2022. Payments shall be made to the Williams County Clerk of Courts, 1 Courthouse Square, 3rd Floor, Bryan, Ohio 43506; 8. You shall pay all court costs associated with your case. Payments to the Williams County Clerk of Courts, 1 Courthouse Square, 3rd floor, Bryan, Ohio 43506; 	

18. I agree and understand that if I am arrested in any other state or territory of the United States or in any foreign country, my signature as witnessed at the end of the page will be deemed to be a waiver of extradition and that no other formalities will be required for an authorized agent of the State of Ohio to bring about my return to this state.

I have read or had read to me the conditions of my Supervision. I fully understand these conditions and I agree to follow them. I understand that a violation of any of these conditions may result in the revocation of my Supervision, which may result in additional imposed sanctions, including imprisonment.

In addition, I understand that I must follow these conditions until notified by my supervising officer. By my signature, I acknowledge that I have received a copy of these conditions of supervision, I further understand that I may request a meeting with my supervising officer or his/her supervisor if I feel any of the Conditions or Instructions are causing problems. I shall make this request in writing if at all possible or file a formal grievance.

Witness: 	Offender Signature: 
Date: 9/27/2021	Date: 9/27/21