

BEFORE THE STATE OF OHIO
BOARD OF EXAMINERS OF ARCHITECTS

IN THE MATTER OF
RAYMOND V. MICHIELS, JR.

:
:

DATE: July 28, 2006

Cert. No. 12467

:

ADJUDICATION ORDER

Pursuant to a meeting of the State of Ohio, Board of Examiners of Architects, the following matter came before the Board on July 22, 2006. Members of the Board present were: Leon Humphries, Gerald S. Hammond, Richard J. Fleischman, Stephen L. Sharp and Richard L. Bowen.

ORDER OF THE BOARD

Leon Humphries, Gerald S. Hammond, Richard J. Fleischman, Stephen L. Sharp and Richard L. Bowen reviewed and considered the Report and Recommendation of the hearing officer. No written objections were submitted on behalf of Mr. Michiels.

Thereupon, the Board took the following actions in this matter:

1. The Board approves and adopts the findings of fact, conclusions of law; and recommendation as set forth in the Report and Recommendation.
2. Mr. Michiels's certificate of qualification to practice architecture in Ohio, Certificate No. 12467, is hereby *REVOKED*.
3. Mr. Michiels may apply for reinstatement of his certificate of qualification to practice architecture in Ohio pursuant to the terms, conditions and fees set forth in Ohio Revised Code sections 4703.15, 4703.16 (C) (3) and Ohio Administrative Code section 4703-1-04 (E).



I hereby certify that this document is a true and accurate copy of the Decision and Adjudication Order of the State of Ohio, Board of Examiners of Architects entered on its record of proceedings on July 22, 2006.



Amy M. Kobe, CAE
Executive Director

Date: July 27, 2006

Served Via Professional Process Server

STATE OF OHIO
BOARD OF EXAMINERS OF ARCHITECTS

In the Matter of: : Registration Number: 12467
: :
RAYMOND VICTOR MICHIELS, JR. : Date of Hearing: May 22, 2006
: :
: Howard D. Silver
: Hearing Officer

REPORT AND RECOMMENDATION OF HEARING OFFICER

APPEARANCES

For: Raymond Victor Michiels, Jr., Certificate Holder

Raymond Victor Michiels, Jr., Pro se
Hughes Company, Inc.
218 Business Center Drive
Stockbridge, Georgia 30281

The certificate holder, Raymond Victor Michiels, Jr., did not request a hearing, and neither Mr. Michiels nor a representative on behalf of Mr. Michiels appeared for the record hearing that occurred on May 22, 2006.

For: Executive Director of the Ohio Board of Examiners of
Architects

Jim Petro
Attorney General of Ohio

Barry D. McKew, Esquire
Assistant Attorney General
Office of the Ohio Attorney General
Executive Agencies
30 East Broad Street, 26th floor
Columbus, Ohio 43215

This matter came on for ex parte hearing at 9:25 a.m. on May 22, 2006 in room 1952 of the Riffe Center, 77 South High Street, Columbus, Ohio 43215. Mr. Michiels submitted no request for a

of Centerville Building Department in July, 2004, all of which bear the architectural stamp and signature of Mr. Michiels.

The July 25, 2005 letter to Mr. Michiels from Board Investigator Holland noted that each of the documents referenced above bear the titleblock and logo of WJM Designs, along with copyright language that declares the documents to be the property of WJM Designs. It is also noted in Mr. Holland's July 25, 2005 letter to Mr. Michiels that on these drawings William J. Mitchell of WJM Designs indicates that he is the designer responsible for the project and it appears Mr. Mitchell wrote several of the code response letters. Mr. Holland states in his July 25, 2005 letter to Mr. Michiels that the Board was attempting to gather additional information about these projects including information as to Mr. Michiels's involvement in them. Mr. Michiels was requested to provide a written response by August 15, 2005 that was to include a detailed history of Mr. Michiels's knowledge, involvement, and role in the preparation and/or stamping of the three sets of drawings; a copy of the written contract for the architectural services rendered; copies of billing invoices for the services rendered; a description of William J. Mitchell's role in the project; an explanation as to why the original drawings are the copyrighted property of WJM Designs; whether WJM Designs compensated Mr. Michiels for his services, and in what amount; and whether Mr. Michiels had collaborated with WJM Designs in the past.

it was simple for Mr. Michiels "to activate any jurisdiction that might be required."

Mr. Michiels, in his response of August 2, 2005, State's Exhibit 2, explained that the process followed by Mr. Mitchell and Mr. Michiels was to have Mr. Mitchell prepare the initial set of drawings and send them to Mr. Michiels for his review. Mr. Michiels would review the documents and redline any corrections or revisions. The drawings would be returned to Mr. Mitchell for revision and the revised drawings were then returned to Mr. Michiels, at which time Mr. Michiels performed a second review, making any corrections or revisions needed. Mr. Michiels stated that usually this is all that is required; the drawings are reviewed until Mr. Michiels is satisfied with them. The final drawings are sent to Mr. Michiels and Mr. Michiels seals and signs them, keeps one set for his records, and returns the remainder to Mr. Mitchell for distribution. Mr. Michiels stated in his response of August 2, 2005 that he is compensated for his services, compensation that is included in Mr. Mitchell's contract with the project owner. Mr. Michiels's compensation is paid when compensation is received by Mr. Mitchell from the owner.

Mr. Michiels pointed out in his August 2, 2005 response that he is acutely aware of the requirements and responsibilities of the "Architectural Professional" and would do nothing to circumvent or abridge those responsibilities.

Mitchell owns the copyright to the construction documents, Mr. Michiels suggests that this question be directed to Mr. Mitchell. Mr. Michiels assumes that the answer to this question is in the specifics of the agreement between WJM Designs and Beef O'Brady's, Inc., which should be located at the Beef O'Brady's corporate headquarters. As to why Mr. Mitchell directly answered the plan examiner's code correction letters rather than Mr. Michiels, Mr. Michiels explained in his response of August 22, 2005 that because Mr. Mitchell was the most knowledgeable about the project, as would be the case of a typical architectural project manager for any architectural firm, large or small, Mr. Mitchell provided these services to the client, as would occur in every jurisdiction in which Mr. Michiels has been granted certification.

As to Architects-Plus Georgia, Inc. not possessing a certificate of authorization from the state of Ohio, Mr. Michiels explains that his "firm" has not been licensed in any of the twenty-seven jurisdictions in which Mr. Michiels has been granted licensure, because the "individual architect responsible for certifying the work" is granted the license. Mr. Michiels explained that he is not currently working on any "Beef O'Brady's" projects, and as to other "Beef O'Brady's" projects worked on with Mr. Mitchell, Mr. Michiels states that the information is not readily available to him but suggests that Mr. Mitchell could provide a synopsis of this information.

registration seal on documents for which Mr. Michiels was not the actual architect, when Mr. Michiels did not possess direct professional knowledge of the project and did not exercise direct supervisory control of the preparation of these documents.

The January 6, 2006 notification letter to Mr. Michiels alleged that Mr. Michiels did not possess a written contract with clients for the provision of architectural services as is required by Ohio law, and that Mr. Michiels's firm, Architects-Plus Georgia, Inc., does not possess a certificate of authorization that is required to offer or provide architectural services in the state of Ohio.

The January 6, 2006 notice letter to Mr. Michiels stated that the construction projects and drawings at issue were allegedly contracted by, designed by, and prepared by William J. Mitchell of WJM Designs. It is noted that Mr. Mitchell is not an architect licensed in the state of Ohio and does not possess a certificate of authorization to contract, offer, or provide architectural services in the state of Ohio through WJM Designs.

The January 6, 2006 notice letter directed to Mr. Michiels cites that the Board proposes this action on the basis that Mr. Michiels may have violated the following enumerated sections of the Ohio Revised Code and the Ohio Administrative Code. Reference is made to Ohio Revised Code section 4703.15(A) in the January 6, 2006 notice letter to Mr. Michiels, States Exhibit 6, a statute which provides that the Ohio State Board of Examiners of Architects may, by three concurring votes, deny renewal of, revoke, or suspend any

architectural services, or use a name including the word "architect" or any modification or derivation of the word, unless the firm, partnership, association, limited liability, company, or corporation files all information required to be filed under this section with the Ohio State Board of Examiners of Architects and otherwise complies with all requirements of Ohio Revised Code sections 4703.01 to 4703.19.

The January 6, 2006 notification letter to Mr. Michiels refers to Ohio Revised Code 4703.18(L) which provides that no corporation organized under Chapter 1701. of the Ohio Revised Code shall engage in providing architectural services in the state of Ohio without obtaining a certificate of authorization from the Ohio State Board of Examiners of Architects. This statute provides that a corporation desiring a certificate of authorization shall file with the Board a copy of its articles of incorporation and a listing on the form that the Board directs of the names and addresses of all officers, directors, and shareholders of the corporation, the names and addresses of any individuals providing professional services on behalf of the corporation who are registered to practice architecture in the state of Ohio, and any other information the Board requires. This law provides that if all requirements are met, the Board may issue a certificate of authorization to the corporation. This statute provides that the Board may adopt rules requiring any firm, partnership, association, or limited liability company not organized under Chapter 1701. of the Ohio Revised Code that provides architectural services to obtain a certificate of

surveyors, architects, or landscape architects or a combination thereof.

The January 6, 2006 notification letter to Mr. Michiels refers to Ohio Administrative Code sections 4703-3-02(B)(1)-(6), a Board rule that expresses what is required to make application to the Board for a certification of authorization for a firm, partnership, limited liability company, or corporation.

The January 6, 2006 notification letter to Mr. Michiels refers to Ohio Administrative Code section 4703-3-07(E)(1), a Board rule that states an architect shall not sign or seal drawings, specifications, reports, or other professional work for which the architect does not have direct professional knowledge and direct supervisory control; provided, however, that in the case of portions of such professional work prepared by the architect's consultants, registered under this or another professional registration law of this jurisdiction, the architect may sign or seal that portion of the professional work if the architect has reviewed such portion, has coordinated its preparation, and intends to be responsible for its adequacy.

The January 6, 2006 notification letter to Mr. Michiels referred to Ohio Administrative Code section 4703-3-07(D)(3), a Board rule that states that an architect shall comply with the registration laws and regulations governing his professional practice in any United States jurisdiction.

The January 6, 2006 notification letter directed to Mr. Michiels, State's Exhibit 6, referred to Ohio Administrative Code

Michiels could appear in person or through representation by an attorney, or Mr. Michiels could present his position, arguments, and contentions in writing. Mr. Michiels was notified in this letter that at the administrative hearing he would be permitted to present evidence on his behalf and to examine witnesses appearing for and against him. Mr. Michiels was further informed through this notice that failure to request a formal administrative hearing within thirty days would result in the Board of Examiners of Architects taking such action as the Board deems appropriate based upon the charges set forth in the January 6, 2006 notice letter and the information available to the Board.

Mr. Michiels submitted no request for an administrative hearing following receipt of the January 6, 2006 notification letter, a notice received by Mr. Michiels on January 9, 2006.

On April 17, 2006, the Executive Director of the Board of Examiners of Architects directed to Mr. Michiels written notice that the Board of Examiners of Architects had not received a written request for an administrative hearing relative to the Board's proposed action upon Mr. Michiels's Ohio certificate of qualification to practice architecture. This notice stated that a hearing would occur concerning Mr. Michiels's conduct as outlined in the Executive Director's January 6, 2006 notice letter, but noted that due to Mr. Michiels's lack of a request for such a hearing, Mr. Michiels had waived his right to participate at the hearing. This notice stated that the hearing would occur on May 22,

response that he had reviewed documents after their preparation by William J. Mitchell, a designer who is not a licensed architect. Mr. Michiels was compensated for Mr. Michiels's work by William J. Mitchell of WJM Designs who was not the client on the "Beef O'Brady's" projects. Mr. Holland stated that this arrangement is not permitted in the state of Ohio as a matter of law.

Mr. Holland identified State's Exhibit 3 as a second letter he directed to Mr. Michiels, dated August 9, 2005, noting in this second letter the receipt of Mr. Michiels's response received on August 2, 2005, and asking that Mr. Michiels respond to the questions presented in this second letter addressing the amount of compensation received by Mr. Michiels for working with Mr. Mitchell; the copyright ownership of the construction documents Mr. Michiels signed and sealed; and other information concerning Mr. Michiels's relationship to architectural services provided to "Beef O'Brady's" projects in the state of Ohio.

Mr. Holland identified State's Exhibit 4 as the second response from Mr. Michiels, received on August 22, 2005. Mr. Holland found most of the content of the second response from Mr. Michiels received on August 22, 2005 to be a refusal to answer the questions raised in Mr. Holland's letter dated August 9, 2005.

Mr. Holland identified State's Exhibit 5 as an initial notification letter directed to Raymond V. Michiels, Jr. by the Executive Director of the Board of Examiners of Architects, dated December 2, 2005. This letter referred to proposed Board action based upon several allegations involving Mr. Michiels's conduct in

to satisfy a condition in the state of Ohio that is required by law.

Mr. Holland testified that Architects-Plus Georgia, Inc., the architectural corporation operated by Mr. Michiels when he signed, stamped, and sealed the drawings at issue, is not a corporation registered with the Ohio Secretary of State. Mr. Holland pointed out that Architects-Plus Georgia, Inc. is not the holder of a certificate of authorization issued by the Ohio Board of Examiners of Architects.

Mr. Holland testified that no request for a hearing was received from Mr. Michiels by the Board of Examiners of Architects.

Mr. Holland identified State's Exhibit 7 as the April 17, 2006 notice of hearing directed to Mr. Michiels by the Executive Director of the Board of Examiners of Architects, a notice that said an administrative hearing would occur at 9:30 a.m. on May 22, 2006 in room 1952 of the Riffe Building, 77 South High Street, Columbus, Ohio 43215. This notice was sent certified mail but Mr. Michiels had moved to a different employer and the delivery of State's Exhibit 7, the certified mail notice dated April 17, 2006, was not delivered to Mr. Michiels.

Mr. Holland identified State's Exhibit 8 as a notarized return of personal service of process upon Mr. Michiels, certifying that personal service of notice of the administrative hearing to occur on May 22, 2006 was delivered to Mr. Michiels on May 2, 2006, at 12:57 p.m., in Kennesaw, Georgia.

State's Exhibit 10, the architectural plans and specifications for the Eastlake, Ohio "Beef O'Brady's" project, presents in the upper right corner of the first page of these plans the architect's stamp of R. Victor Michiels, presents the imprint of Mr. Michiels's architect's registration seal; and presents the signature of Mr. Michiels, as architect. It also presents, printed on the first page, Architects-Plus, Georgia, Inc.

Investigator Holland identified State's Exhibit 11 as an affidavit from John W. Walters, the custodian of records of the Lucas County Building Regulations Department, certifying that the attached plans and specifications for a "Beef O'Brady's" project in Holland, Ohio comprised a correct, complete, and accurate copy of the original official public records maintained by the Lucas County Building Regulations Department. This affidavit, notarized on March 22, 2006, states that the original official public records are under Mr. Walters's legal custody as the official appointed records custodian, and the original official public records are required and authorized by law to be recorded and filed, and are recorded, filed, and maintained by the Lucas County Building Regulations Department.

The affidavit of John W. Walters, custodian of records for the Lucas County Building Regulations Department, refers to State's Exhibit 12, the architectural plans and specifications on file with the Lucas County Building Regulations Department for a "Beef O'Brady's" project in Holland, Ohio, in Lucas County. On page one of these plans, WJM Designs is identified as the plans' preparer,

that the plans' copyright is owned by WJM Designs. Also appearing on the first page of State's Exhibit 14 is Architects-Plus Georgia, Inc., the architectural firm operated by Mr. Michiels in Kennesaw, Georgia. Also appearing on the first page of these plans are the seal and signature of Mr. Michiels, and Mr. Michiels's Ohio architect's registration number, 12467.

Mr. Holland identified State's Exhibit 15 as an affidavit from Robert A. Stadler, custodian of records for the Warren County, Ohio Building and Inspection Department. Mr. Stadler states in his affidavit, an affidavit notarized on April 12, 2006, that he certifies that the attached plans and specifications for the "Beef O'Brady's" project in Maineville, Ohio is a correct, complete, and accurate copy of original official public records maintained by the Warren County Building and Inspection Department. Mr. Stadler states in his affidavit that the original official public records are under his legal custody as the appointed records custodian, and the original official public records are required and authorized by law to be recorded and filed, and are recorded, filed, and maintained by the Warren County Building and Inspection Department.

State's Exhibit 16 are the architectural plans and specifications for the "Beef O'Brady's" project to be constructed in Maineville, Ohio, as expressed in Mr. Stadler's affidavit, State's Exhibit 15. State's Exhibit 16, on its first page, identifies the preparer of the plans as WJM Designs, whose owner is William J. Mitchell, a person not licensed to practice architecture in the state of Ohio. Also appearing on the first page of State's

Werner, dealt with William J. Mitchell, but Mr. Werner died in April, 2005.

Ms. Werner explains in her letter dated October 20, 2005, State's Exhibit 17, that William J. Mitchell was retained by Mr. and Mrs. Werner to provide design services for a Beef O'Brady's Family Sports Pub in Eastlake, Ohio. Ms. Werner states in her letter that at no time during their dealings with Mr. Mitchell did Mr. or Mrs. Werner assume that Mr. Mitchell was not an architect. Ms. Werner explains in her letter that Mr. Mitchell was selected pursuant to a recommendation from Skip Combs of the corporate office of Family Sports Concept, Inc. in Tampa, Florida. Ms. Werner explained that Mr. Mitchell was paid \$5,751.03 for his services to the Werners, and notes that she has attached to her letters copies of invoices and checks in this regard.

Ms. Werner states in her letter of October 20, 2005, State's Exhibit 17, that she and her husband never had a contract or dealings with R. Vic Michiels as all of the Werners' dealings were with Mr. Mitchell. Ms. Werner notes that she is attaching to her letter an agreement signed by Mr. Werner and directed to Mr. Mitchell. Ms. Werner notes that she has also attached a copy of her husband's handwritten note (check 1002, drawn on the account of John Werner Enterprises, Inc., dated March 25, 2004, with the notation: "Architectural Drawings") in reference to Mr. Mitchell being licensed in Ohio as an architect. Ms. Werner expresses the hope in her letter that she has been of assistance and invites further questions and requests.

The March 24, 2004 contract for the "Beef O'Brady's" project in Eastlake, Ohio states that WJM Designs, if requested by the owner, will visit the project site during the construction phase to ensure that the work performed by the contractor meets the construction document requirements. This agreement calls for \$2,500.00 to be paid to WJM Designs for architectural drawings to be prepared by WJM Designs; \$500.00 to be paid by John Werner Enterprises, Inc. for an architectural review to be performed by Fred Baruchman & Associates; and \$2,100.00 is to be paid for mechanical, electrical, and plumbing plans to be prepared by RMS.

Under compensation within the March 25, 2004 agreement between WJM Designs and John Werner Enterprises, Inc. for the Eastlake "Beef O'Brady's" project, it is noted that an initial payment to William J. Mitchell is to be made amounting to \$1,250.00; when stamped drawings are received by Mr. Werner, \$1,000.00 is to be paid to William J. Mitchell, \$500.00 is to be paid to Architects Plus, and \$1,800.00 is to be paid to RMS. This agreement notes that when the permit is obtained, William J. Mitchell is to be paid \$250.00 and RMS is to be paid \$300.00.

The third page of the March 25, 2004 contract between WJM Designs and John Werner Enterprises, Inc. presents terms of the agreement, with the first item being that the agreement shall be governed by the laws of the state of Ohio. Item seven provides that drawings and specifications produced by WJM Graphics are their instruments of service and therefore are the property of WJM Designs. The remainder of the terms of the agreement address

required architectural, plumbing, electrical, and mechanical (HVAC) drawings for permitted construction.

The fee proposal dated April 12, 2004, accepted on April 25, 2004 for the "Beef O'Brady's" project in Centerville, Ohio, states that WJM Designs, if requested by the owner, will visit the project site during the construction phase to ensure that the work performed by the contractor meets the construction document package requirements.

The professional fees to be paid expressed in this fee proposal include \$2800.00 for architectural drawings by WJM Designs, \$850.00 for an architectural review by Architects Plus, and \$2800.00 for mechanical, electrical, and plumbing plans to be prepared by RMS.

The compensation schedule appearing within the fee proposal dated April 12, 2004 calls for \$1400.00 to be paid to William J. Mitchell as an initial retainer; when stamped drawings are received by the owner, \$1120.00 is to be paid to William J. Mitchell, \$850.00 is to be paid to Architects Plus, and \$2340.00 is to be paid to RMS. When the permit is obtained, \$280.00 is to be paid to William J. Mitchell, and \$280.00 is to be paid to RMS.

The terms of the agreement within the April 12, 2004 fee proposal are identical to those that appear in the March 24, 2004 fee proposal directed to the Eastlake "Beef O'Brady's" owner, Mr. Werner. Item one refers to the agreement being governed by the laws of the state of Ohio, and item seven refers to the drawings and

offer architectural services and/or professional design services in the state of Ohio, and did not otherwise satisfy Ohio Revised Code sections 4703.18 (C) and (D), or Ohio Revised Code section 4703.182.

The settlement agreement between Mr. Mitchell and the Board of Examiners of Architects dated February 13, 2006, State's Exhibit 19, notes that the Board, pursuant to Ohio Revised Code section 4703.03 (A), initiated an investigation of alleged violations by Mr. Mitchell. The Board found that Mr. Mitchell had offered, contracted for, and provided architectural services and/or professional design services in Ohio through architect R. Vic Michiels, Jr., registration number 12467, for the design of at least four new Beef O'Brady's Family Sports Pubs during 2004-2005 in Centerville, Eastlake, Holland, and Maineville, Ohio. The settlement agreement notes that Mr. Mitchell does not possess and has never possessed a state of Ohio certificate of qualification as an architect pursuant to Ohio Revised Code sections 4703.06 and 4703.18 to offer and/or provide architectural services and/or professional design services in the state of Ohio. Based on the above, Mr. Mitchell agreed that the conduct described within paragraphs two and four on page one of the settlement agreement constitutes a violation of Ohio Revised Code sections 4703.06 and 4703.18. Mr. Mitchell agrees not to engage in the practice of architecture or hold himself out as an architect or a "design professional" or advertise in any way the provision of architectural services or professional design services for any projects in Ohio until such time as Mr. Mitchell becomes an

Mr. Holland noted that on page five of the settlement agreement is a typed notation that the settlement agreement was accepted, approved, and ratified by the Ohio Board of Examiners of Architects at its meeting on May 5, 2006.

Mr. Holland testified that Mr. Mitchell had no certificate of qualification or certification of authorization or license issued by the state of Ohio for architectural or professional design services, and Mr. Mitchell agreed to stop offering to provide or providing architectural or professional design services in the state of Ohio under the February 13, 2006 settlement agreement, an agreement signed by the Executive Director of the Board of February 17, 2006; signed by William J. Mitchell individually and on behalf of WJM Designs on February 28, 2006; and approved by the Ohio Board of Examiners of Architects on May 5, 2006.

DISCUSSION

As expressed within the January 6, 2006 notification letter to Mr. Michiels from the Executive Director of the Board of Examiners of Architects, a letter received by Mr. Michiels on January 9, 2006, State's Exhibit 6, Ohio Revised Code section 4703.15(A) provides that the Ohio Board of Examiners of Architects may, by three concurring votes, revoke or suspend any certificate of qualification to practice architecture issued or renewed under Ohio Revised Code sections 4703.10, 4703.13, and 4703.14, if proof satisfactory to the Board is presented substantiating any of the

qualification from the Board of Examiners of Architects, imprinted architectural plans that were not authored by Mr. Michiels, plans for which Mr. Michiels had not been in responsible charge of their preparation.

A preponderance of the evidence presented, including written responses from Mr. Michiels, indicates that the author of the drawings, specifications, and other contract documents imprinted by Mr. Michiels was William J. Mitchell of WJM Designs. William J. Mitchell of WJM Designs is declared on the front page of each of the plans as the owner of the copyright of the plans, and as the preparer of the plans. Mr. Michiels reviewed the drawings and specifications prepared by William J. Mitchell and directed that revisions be made, but the greater weight of evidence indicates that Mr. Mitchell and WJM Designs were the authors of these documents, with Mr. Mitchell and WJM Designs having been in responsible charge of the plans' preparation, not Mr. Michiels. By imprinting documents that Mr. Michiels had not authored and for which he had not been in responsible charge of their preparation, Mr. Michiels has, in each case of the four "Beef O'Brady's" projects, acted in violation of Ohio Administrative Code rule 4703-3-01(C).

As noted above, Ohio Revised Code section 4703.15(A)(5) authorizes a revocation or suspension of a certificate of qualification in the case of a holder of a certificate being found guilty by the Board of aiding and abetting another person or persons not properly registered under Ohio Revised Code sections

If Mr. Michiels is found guilty of this aiding and abetting by the Ohio Board of Examiners of Architects, Ohio Revised Code section 4703.15(A) would empower the Board to revoke or suspend Mr. Michiels's Ohio certificate of qualification to practice architecture.

Ohio Administrative Code section 4703-3-07(E) (1), a Board rule that addresses professional conduct, provides that an architect shall not sign or seal drawings, specifications, reports, or other professional work for which he does not have direct professional knowledge and direct supervisory control. This provision allows portions of professional work prepared by the architect's consultants, registered under this or another professional registration law of this jurisdiction, to sign or seal the portion of the professional work if the architect has reviewed such portion, has coordinated its preparation, and intends to be responsible for its adequacy.

As noted above, Mr. Michiels did not have direct supervisory control over the preparation of the "Beef O'Brady's" project plans among four locations in Ohio in 2004-2005, and was not responsible for coordinating the preparation of these plans. Mr. Michiels signed and sealed drawings and specifications for professional work for which he did not have direct supervisory control. The referee finds Mr. Michiels's conduct in this regard to be in violation of Ohio Administrative Code section 4703-3-07(E) (1).

As to the firm managed by Mr. Michiels, the firm known as Architects-Plus Georgia, Inc., this entity did not possess a certificate of authorization from the Ohio Board of Examiners of Architects. Ohio Revised Code section 4703.18(H) provides that no firm, partnership, association, limited liability company, or corporation shall engage in providing architectural services in the state of Ohio unless the firm, partnership, association, limited liability company, or corporation files all information required to be filed under this section with the State Board of Examiners of Architects and otherwise complies with all requirements of Ohio Revised Code sections 4703.01 to 4703.19.

Ohio Revised Code section 4703.18(L) states that no corporation organized under Ohio Revised Code Chapter 1701. shall engage in providing architectural services in this state without obtaining a certificate of authorization from the State Board of Examiners of Architects. This statute provides that a corporation desiring a certificate of authorization shall file with the Board those documents listed within this law.

Ohio Administrative Code section 4703-3-02(A), a Board rule, provides that an architectural firm formed for the purpose of providing architectural services is required to obtain a certificate of authorization from the Board of Examiners of Architects. There follows in this rule a listing of conditions which an architectural firm must meet to secure a certification of authorization from the Board. These requirements include that more than fifty percent of the partners, members, or shareholders, and

be used in Ohio, presents an architectural firm without a state of Ohio certificate of authorization practicing architecture in the state of Ohio, a violation of Ohio Revised Code section 4703.18(L) and Ohio Administrative Code section 4703-3-02(A).

The violations of laws and rules by Mr. Michiels relate to aiding and abetting a person who is not an architect in performing activities that constitute the practice of architecture in the state of Ohio. William J. Mitchell is neither an architect nor an engineer, but Mr. Michiels accepted plans prepared and copyrighted by Mr. Mitchell and attached Mr. Michiels's name, seal, stamp, and the name of an architectural firm not licensed in Ohio to those plans to foster the impression that these plans had been prepared by an architect licensed by the Ohio Board of Examiners of Architects. The violations by Mr. Michiels present misconduct in the performance of services as an architect in the practice of architecture that the referee finds egregious. Mr. Michiels's name, stamp, and seal were employed to mislead clients and local building code enforcement agencies concerning the legitimacy of these architectural plans. Mr. Michiels's dismissive attitude to this misconduct provides no defence to the charged violations proven by a preponderance of the evidence presented. The referee finds that Mr. Michiels has given the appearance of remaining unable to comprehend the harm inherent in such misconduct.

The referee recommends to the state of Ohio Board of Examiners of Architects that the Executive Director of the Board has presented a preponderance of evidence showing that Mr. Michiels

5. The architectural services provided by Mr. Michiels for which he was compensated by Mr. Mitchell occurred in the absence of a contract between Mr. Michiels, as architect, and the client contracting for architectural services.
6. The "Beef O'Brady's" architectural plans sealed, stamped, and signed by Mr. Michiels were prepared by William J. Mitchell and WJM Designs, were copyrighted by Mr. Mitchell and WJM Designs as belonging to Mr. Mitchell and WJM Designs, and Mr. Mitchell was compensated by the client through a contract between William J. Mitchell and the client.
7. Mr. Michiels had managed an architectural firm in Kennesaw, Georgia that was known as Architects-Plus Georgia, Inc.
8. At no time has Architects-Plus Georgia, Inc. possessed a certificate of authorization from the Ohio Board of Examiners of Architects to practice architecture in the state of Ohio.
9. All of the plans stamped, sealed, and signed by Mr. Michiels, plans that were prepared and copyrighted by William J. Mitchell and WJM Designs, had imprinted upon them Architects-Plus Georgia, Inc.
10. On January 9, 2006, Mr. Michiels received from the Ohio Board of Examiners of Architects's Executive Director a notification letter advising Mr. Michiels that the Board of Examiners of Architects was proposing to take action upon Mr. Michiels's certificate of qualification to practice architecture in the state of Ohio.
11. The notification letter received by Mr. Michiels on January 9, 2006 referred to Ohio Revised Code sections 4703.15(A) and (B), Ohio Revised Code section 4703.151, Ohio Revised Code section 4703.18(H), Ohio Revised Code section 4703.18(L), and Ohio Administrative Code sections

17. Mr. Michiels submitted no request for an administrative hearing following receipt, on January 9, 2006, of the notification letter expressing the Board's intention to take action upon Mr. Michiels's state of Ohio certificate of qualification to practice architecture.
18. Through personal service on May 3, 2006, Mr. Michiels received notice of the hearing to be convened on May 22, 2006 at 9:30 a.m. in room 1952 of the Riffe Building, 77 South High Street, Columbus, Ohio, notice personally served upon Mr. Michiels in Kennesaw, Georgia.

CONCLUSIONS OF LAW

1. Ohio Revised Code section 4703.15(A) provides that the Ohio State Board of Examiners of Architects may, by three concurring votes, revoke or suspend any certificate of qualification to practice architecture issued or renewed under Ohio Revised Code sections 4703.10, 4703.13, and 4703.14, if proof satisfactory to the Board is presented in any of the cases enumerated within this statute.
2. Ohio Revised Code section 4703.15(A)(3) refers to the case of a holder of a certificate of qualification who has been found guilty by the Board of gross negligence, incompetency, or misconduct in the performance of the holder's services as an architect or in the practice of architecture.
3. Ohio Revised Code section 4703.15(A)(5) refers to the case of a holder of a certificate of qualification who has been found guilty by the Board of aiding and abetting another person or persons not properly registered as required by Ohio Revised Code sections 4703.01 to 4703.19, in the performance of activities that in any

8. Ohio Administrative Code section 4703-3-09(A), a rule adopted by the Ohio Board of Examiners of Architects pursuant to Ohio Revised Code Chapter 4703., provides that an architect or architectural firm is required to use a written contract when providing professional services and such a contract is to be between the architect and the client, and is to be executed prior to the architect commencing work on any project.
9. Ohio Revised Code section 4703.18(H) provides that no firm, partnership, association, limited liability company, or corporation shall engage in providing architectural services in the state of Ohio unless the firm, partnership, association, limited liability company, or corporation files all information required to be filed under this section with the Ohio Board of Examiners of Architects and otherwise complies with all requirements of Ohio Revised Code sections 4703.01 to 4703.19.
10. Ohio Revised Code section 4703.18(L) provides that no corporation organized under Ohio Revised Code Chapter 1701. shall engage in providing architectural services in this state without obtaining a certificate of authorization from the Ohio Board of Examiners of Architects.
11. Ohio Administrative Code section 4703-3-02(A) provides that an architectural firm formed for the purpose of providing architectural services is required to obtain a certificate of authorization from the Ohio Board of Examiners of Architects prior to providing or offering to provide architectural services in the state of Ohio.
12. Mr. Michiels's conduct in imprinting architectural plans that were authored by another, a person not licensed to practice architecture, presents a holder of a

Architects to revoke or suspend Mr. Michiels's state of Ohio certificate of qualification or reprimand Mr. Michiels as a certificate holder.

18. The misconduct of Mr. Michiels reflected by the violations of statutes and regulations bearing on the practice of architecture in the state of Ohio are egregious and unmitigated.
19. The misconduct of Mr. Michiels in the violation of Ohio laws and rules dealing with the practice of architecture presents to the Ohio Board of Examiners of Architects sufficient grounds to revoke the certificate of qualification issued by the Ohio Board of Examiners of Architects to Mr. Michiels.

RECOMMENDATION

Based on the findings of fact and conclusions of law presented in this report, the hearing officer recommends to the Ohio Board of Examiners of Architects that Mr. Michiels's Ohio certificate of qualification to practice architecture be revoked pursuant to Ohio Revised Code sections 4703.15, 4703.151, and 4703.18; and Ohio Administrative Code sections 4703-3-01(C), 4703-3-02(A), 4703-3-07(D) (3), 4703-3-07(E) (1), and 4703-3-09(A).


Howard D. Silver
Hearing Officer

June 21, 2006
Columbus, Ohio

STATE OF OHIO
BOARD OF EXAMINERS OF ARCHITECTS

JUN 21 2006

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