STATE OF OHIO STATE BOARD OF EXAMINERS OF ARCHITECTS
77 South High Street, 16th Floor Columbus, OH 43266-0303 614/466-2316 Fax: 614/644-9048

IN THE MATTER OF:	:	File No. 99-24
	:	
	:	
Clements C. Koehler, Cert. No. 5425	:	
1524 Parkside	:	
Carrollton, Texas 75006	:	October 8, 1999
	:	

Settlement Agreement

This settlement agreement (hereinafter "Agreement") is made and entered into by and between the STATE BOARD OF EXAMINERS OF ARCHITECTS, (hereinafter the "**BOARD**"), located at 77 South High Street, 16th Floor, Columbus, Ohio 43266, a state agency charged with enforcing Ohio Revised Code Chapter 4703, and CLEMENTS C. KOEHLER, Cert. No. 5425 (hereinafter "**RESPONDENT**"), whose mailing address is 1524 Parkside, Carrollton, Texas 75006

WHEREAS, a disagreement has arisen between **RESPONDENT** and the **BOARD** regarding **RESPONDENT's** alleged violation(s) of Ohio Revised Code sections 4703.151, and Ohio Administrative Code section 4703-3-07 (D) (3) arising out of **RESPONDENT's** violating the registration laws and regulations of the state of North Carolina. **RESPONDENT** entered into a consent agreement with the North Carolina Board of Architecture in May of 1998.

WHEREAS, the **BOARD**, pursuant to O.R.C. 4703.03 (A), has initiated an investigation of the alleged violation(s) by **RESPONDENT**; and

WHEREAS, at all times pertinent hereto, **RESPONDENT** was duly registered in the State of Ohio, having been issued certificate number #5425, by the **BOARD**. **REPONDENT'S** registration is in good standing; and

WHEREAS, the **BOARD** and **RESPONDENT** desire to resolve the above-mentioned disagreement without formal legal proceedings.

Gerald S. Hammond, Hamilton • Richard H. Kaplan, Cleveland • Merle M. Myers, Medina
John W. Spencer, Columbus • Joseph E. Vetter, Toledo

NOW THEREFORE, in consideration of the various promises and mutual covenants contained herein, the **BOARD** and **RESPONDENT** agree as follows:

1. **RESPONDENT** hereby stipulates that the conduct recited above constitutes a violation of Ohio Revised sections 4703.151 and Ohio Administrative Code section 4703-3-07 (D) (3).

2. **RESPONDENT** waives his right to a hearing, pursuant to Ohio Revised Code section 119.07 and any and all claims or causes of action he may have, including but not limited to, appeal from this agreement, or any order derived herefrom, or attorney fees, against the State of Ohio, the **BOARD** and its members, officers, employees and/or agents, arising out of matters which are subject of this agreement.

3. **RESPONDENT** shall comply with the registration laws and regulations governing his professional practice in any jurisdiction in which he is licensed.

4. With respect to the charges alleging that **RESPONDENT** violated the registration laws governing his professional practice in the state of North Carolina, **RESPONDENT** will accept a *Letter of Reprimand* attached as Exhibit A hereto.

5. The **BOARD** will notify *NCARB* of the discipline accepted by **RESPONDENT**;

6. The **BOARD** will publish the discipline accepted by **RESPONDENT** in the *OHIO ARCHITECT* newsletter.

7. **RESPONDENT** shall obey all federal, state and local laws, and all laws and administrative rules governing the practice of architecture in the state of Ohio and any United States jurisdiction where the **RESPONDENT** may hold a license to practice architecture. If **RESPONDENT** is arrested or charged with any violation of law, other than minor misdemeanor traffic violations, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the arrest, citation or charge.

8. Should **RESPONDENT** fail to comply fully with the terms of this agreement, the **BOARD** reserves the right to institute formal legal proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this agreement;

9. If the **BOARD** determines, in or at its discretion, that **RESPONDENT** has violated any terms of this agreement, the Board may impose any penalty provided for in Ohio Revised Code section 4703.151.

10. This agreement constitutes a compromise and settlement of a disputed matter between the parties, which is referenced in the second recital paragraph, and operates as a release of all claims of **RESPONDENT** against the **BOARD**, its members, employees, agents and any agency, instrumentality or political subdivision of the State of Ohio, known or unknown, that participated in the above referenced investigation of this dispute giving rise to the alleged liability of **RESPONDENT** for the alleged violation(s) herein; and

11. The **BOARD** and **RESPONDENT** agree that the terms of this agreement bind the parties hereto, their successors, assigns and the like; and

This agreement:

a. contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than set forth, shall be binding on any of the parties;

b. shall be governed by the laws, rules, and courts of the State of Ohio.

12. This agreement may not be modified without the written approval of both parties.

13. This agreement is severable. If any provision of this agreement is declared void or invalid by any court, all other provisions of this agreement remain binding.

14. This provision is separable from all other provisions of the Agreement and is binding on **RESPONDENT** notwithstanding the provisions in paragraph (17) below. This Agreement is executed by the **RESPONDENT** for the purpose of avoiding further administrative action with respect to this case.

In this regard, **RESPONDENT** initiated settlement negotiations in order to attempt to resolve the disciplinary action filed against him. **RESPONDENT** authorized the **BOARD** to review and examine all investigative file material concerning this case prior to or in conjunction with consideration of this Agreement or counter-proposal by the **BOARD**.

Furthermore, should this Agreement not be accepted by the **BOARD**, it is agreed that presentation to and consideration of this Agreement, counter-proposal, or other documents and matters by the **BOARD,** shall not unfairly constitute or illegally prejudice the **BOARD** or any of its members from further participation, consideration, adjudication or resolution of these proceedings and in conjunction herewith **RESPONDENT** hereby waives any such defense or claim.

15. The **BOARD** and **RESPONDENT** agree that this is a final resolution of all charges, actions, claims or defenses of any kind whatsoever between the two parties, whether administrative, civil or criminal, related to the allegations brought by the BOARD against **RESPONDENT** pertaining to **RESPONDENT's** work to date; and

16. This Agreement shall be considered a public record in accordance with O.R.C. 149.43.

17. It is hereby understood that except for paragraph (14) above, which is binding on **RESPONDENT** by his signature alone, this Agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below. If the parties are unable to reach an Agreement on the terms herein, or the Agreement is rejected by the **BOARD**, this Agreement shall become null and void without any force or effect. The Board's approval shall be designated by a majority vote of the **BOARD** at a Board meeting at which this Agreement is considered.

18. **RESPONDENT** acknowledges that he has read this Settlement Agreement, that he has had an opportunity to discuss it with his attorney(s), that he fully understands this agreement, and that he is voluntarily signing this agreement.

RESPONDENT

BY: Clements C. Koehler
Clements C. Koehler
Cert. No. 5425

DATE: OCTOBER 21, 1999

THIS SETTLEMENT AGREEMENT IS APPROVED IN FULL:

DATED THIS 22 DAY OF OCTOBER, 1999.

STATE OF OHIO
STATE BOARD OF EXAMINERS OF ARCHITECTS

WILLIAM N. WILCOX
EXECUTIVE DIRECTOR

STATE OF OHIO STATE BOARD OF EXAMINERS OF ARCHITECTS
77 South High Street, 16th Floor Columbus, OH 43266-0303 614/466-2316 Fax: 614/644-9048

October 22, 1999

Clements C. Koehler
1524 Parkside
Carrollton, Texas 75006

Dear Mr. Koehler:

You have violated Ohio Revised Code section 4703.151 and Ohio Administrative Code section 4703-3-07-(D) (3) which primarily establishes that an architect shall comply with the registration laws and regulations governing his professional practice in any United States jurisdiction.

You have agreed to accept this letter of reprimand as a result of this charge and investigation. The Board has dismissed formal disciplinary proceedings against you pursuant to the settlement agreement signed by you and the Board.

Accordingly, by order of the State Board of Examiners of Architects, you are hereby *REPRIMANDED* for your actions giving rise to the complaint against you.

A copy of this letter will be placed into your public record maintained by the Board and shall be made available upon request to any member of the public inquiring about such records.

William N. Wilcox
Executive Director
ON BEHALF OF THE STATE OF OHIO,
STATE BOARD OF EXAMINERS OF ARCHITECTS

Gerald S. Hammond, Hamilton • Richard H. Kaplan, Cleveland • Merle M. Myers, Medina
John W. Spencer, Columbus • Joseph E. Vetter, Toledo

NORTH CAROLINA
WAKE COUNTY

BEFORE THE NORTH CAROLINA
BOARD OF ARCHITECTURE
CASE NO. 97-~~25A~~
51A

In the matter of:)
C.C. Koehler)
Respondent)

CONSENT ORDER

THIS CAUSE, coming before the North Carolina Board of Architecture at its offices at 127 W. Hargett St., Suite 304, Raleigh, Wake County, North Carolina, with a quorum present. The Board and Respondent stipulate and agree to entry of the following Consent Order.

FINDINGS OF FACT

1. Respondent is licensed as an architect by this Board.

2. Respondent resides in and his principal place of business is located in Carrollton, TX.

3. Respondent affixed his architectural seal to design plans for the Gadzooks project in Raleigh, North Carolina in July, 1997 and submitted those plans for permitting purposes to the City of Raleigh Building Inspections Department.

4. The same design plans, sealed by another architect who resides in Houston, TX, had earlier been submitted to the Raleigh Building Inspections Department in June, 1997 but had been rejected for permitting, in part, because the architect was not currently licensed in North Carolina.

5. Respondent admits that he did not personally prepare nor directly supervise the preparation of the design plans, but states that he checked the plans for accuracy and completeness.

6. Respondent denies any intentional violation of North Carolina architectural laws and rules and asserts that his conduct would be lawful under Texas architectural law. Nevertheless, in lieu of further proceedings, Respondent wishes to resolve this matter by Consent and agrees that the Board staff and legal counsel may discuss this Order with the Board *ex parte* whether or not the Board accepts this Order as written.

CONCLUSIONS OF LAW

1. The Board has jurisdiction over this matter and over Respondent and he is therefore subject to Chapter 83A of the General Statutes of North Carolina and Title 21, Chapter 2 of the North Carolina Administrative Code.

2. The acts and omissions described above constitute violations of N.C.G.S. § 83A-15(a)(1)b and 21 NCAC 2 .0206(a), .0209 (6)(c).

BASED on the foregoing and in lieu of further proceedings under 21 NCAC 2 .0600, the Board and Respondent stipulate and agree to the following:

1. Respondent is reprimanded.

CONSENTED TO:

C.C. Koehler

Date: April 22, 1998

C.C. Koehler

APPROVED BY THE BOARD THIS THE 27th DAY OF May, 1998.

Alan Baldwin, President