

OHIO BOARD OF LANDSCAPE ARCHITECT EXAMINERS

RECEIVED

JUN 24 2011

IN THE MATTER OF:	:	File No. 2011-20
	:	
John S. Vittum, Cert. No. 366	:	
John S. Vittum Landscape Architect, Inc.	:	
P. O. Box 373	:	
Bath, Ohio 44210-0373	:	

SETTLEMENT AGREEMENT

1. This agreement is made between John S. Vittum ("Vittum"), and the Ohio Board of Landscape Architect Examiners ("Board").

2. The above parties hereby stipulate to the jurisdiction of the Board over this matter.

3. The Board enters into this Settlement Agreement in lieu of formal proceedings based upon alleged violations of Ohio Revised Code Sections 4703.41 (A), 4703.41 (F), 4703.45 (A) and Ohio Administrative Code sections 4703:1-1-01 (G), 4703:1-1-06 (B) (1), (3) and 4703:1-1-06 (I), 4703:1-3-04 (C) (4) and 4703:1-3-04 (E) (3) as listed in the Notice of Opportunity letter dated May 27, 2011, hereinafter ("Notice"), sent to Vittum by Amy M. Kobe, Executive Director of the Board.

4. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4703 of the Revised Code and the Ohio Administrative Code, whether occurring before or after the effective date of this agreement.

5. The parties agree that the terms of this agreement are a compromise and that the settlement agreement binds the parties hereto, their assigns and successors in interest. This agreement is not intended to be and is not deemed to be evidence of, or admission of, any violation of law on the part of Vittum.

6. As a result of an investigation conducted by the Board, Vittum was notified by Notice that the Board intended to determine whether or not to revoke or suspend his license to practice landscape architecture in the State of Ohio based upon allegations that he failed to successfully complete the mandatory continuing education requirements within the time period prescribed by law and that he allegedly committed an act of fraud, misrepresentation of material facts and made misleading, deceptive or false statements or claims when he attested and certified with his personal signature on his 2009-2011 Ohio renewal application that he had completed the requirements of mandatory continuing education, when in fact he did not.

7. Based upon the foregoing, as a full and complete settlement of this matter and in the mutual best interests of the parties, Vittum and the Board hereby agree to the following terms of settlement in Case No. 2011-20:

A. Vittum waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code.

B. Vittum will pay in full, a monetary fine of **\$500 / Five-Hundred Dollars** to the Board **no later than June 27, 2011**. Check or money order made payable to the "Treasurer, State of Ohio".

C. Vittum agrees to complete the (7) deficient hours of continuing education and provide proof of completion to the Board no later than June 27, 2011. Completion of these continuing education hours will not count towards hours required to renew for 2011-2013.

D. Vittum agrees to complete the (12) hours of continuing education he was allowed to be make up without penalty and provide proof of completion by June 28, 2011. Completion of these continuing education hours will not count towards hours required to renew for 2011-2013.

E. Vittum hereby agrees that in the future, he will comply with the Board's mandatory continuing education requirements, rules and deadlines and will not renew his Ohio license until he has successfully completed all mandatory continuing education requirements.

F. Vittum affirms that he has read and understands the Board's current laws & rules in Ohio Revised Code Chapter 4703 and Ohio Administrative Code Chapter 4703. Laws & rules can be found on the Board's website at www.arc.ohio.gov

G. Vittum shall obey all federal, state and local laws and all laws and administrative rules governing the practice of landscape architecture in the state of Ohio and any United States jurisdiction where he may hold a license to practice landscape architecture. If Vittum is convicted of any criminal offense or violation of law other than a minor misdemeanor offense within the next two (2) years, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the conviction.

8. It is hereby understood that 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, this document shall become null and void and without any force or effect.

9. Vittum waives any and all claims or causes of actions he may have against the State of Ohio, Board of Landscape Architect Examiners and its members, officers, employees and/or agents of either, arising out of the matters which are the subject of this settlement agreement.

10. This agreement shall be effective on the date it is approved by the Board and signed by the Board's Executive Director.

11. This document shall be considered a public record in accordance with Ohio Revised Code Section 149.43.



John S. Vittum
Cert. No. 366



Amy M. Kobe, CAE, Hon. AIA
Executive Director of the Board

Date: 6/23/11

Date: 8/18/11