

**STATE OF MINNESOTA
BOARD OF ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE
AND INTERIOR DESIGN**

In the Matter of
Craig Beddow, Unlicensed

**SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER**

Board File No. 2019-0092

TO: Craig Beddow
3 – 2nd Street SE
Minneapolis, MN 55414

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design (“Board”) is authorized pursuant to Minn. Stat. §§ 214.10 and 326.111 (2018) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received concerning Craig Beddow (“Respondent”). The Board’s Complaint Committee (“Committee”) reviewed the information. The parties have agreed that these matters may now be resolved by this settlement agreement and cease and desist order.

SETTLEMENT AGREEMENT

It is hereby stipulated and agreed by Respondent and the Committee that without trial or adjudication:

1. Jurisdiction. Pursuant to Minn. Stat. § 326.111, subd. 3 (2018), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from practicing

architecture in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this settlement agreement and cease and desist order.

2. Facts. This settlement agreement is based upon the following facts:

a. Respondent was first issued a Minnesota Architect license by the Board on August 25, 1981.

b. Respondent's Minnesota Architect license expired on June 30, 2008.

c. Respondent held himself out as an architect, as defined in Minn. Stat. § 326.02, subd. 2 (2018), without a Minnesota Architect license, by listing himself as a "Registered Architect – State of Minnesota" and continues to use the "AIA" designation following his name on his company website.

3. Violations. Respondent admits that the facts specified above constitute violations of Minn. Stat. § 326.02, subds. 1 and 2 (2018) and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an Order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out as an architect in Minnesota until such time as he becomes licensed as an architect in the State of Minnesota.

b. Civil Penalty. Respondent shall pay a civil penalty of \$1,000 to the Board within 60 days of the date of the board order approving this settlement agreement and cease and desist order.

5. Judicial Relief. Pursuant to Minn. Stat. § 326.111, subd. 2(a), if Respondent violates

paragraph 4 above, a district court of this state may, upon application of the Committee, enter an order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this settlement agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minn. Stat. ch. 14 (2018). Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this settlement agreement and cease and desist order or the attached Board order by appeal, writ of certiorari, or otherwise.

7. Collection. Pursuant to Minn. Stat. § 16D.17 (2018), after ninety (90) days of the Board's approval of this settlement agreement and cease and desist order, the Board may file and enforce any unpaid portion of the civil penalty imposed by this order as a judgment against Respondent in district court without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this settlement agreement and cease and desist order, this settlement agreement shall be null and void and shall not be used for any purpose by either party hereto. If this settlement agreement is not approved and a contested

case proceeding is initiated pursuant to Minn. Stat. ch. 14 (2018), Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that it has become disqualified due to its review and consideration of this settlement agreement and the record.

9. Record. The settlement agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this settlement agreement.

10. Data Classification. Under the Minnesota Government Data Practices Act, this settlement agreement and cease and desist order is classified as public data upon its issuance by the Board. All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 (2018). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this settlement agreement and cease and desist order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of architecture.

11. Unrelated Violations. This settlement shall not in any way affect the authority of the Board to proceed against Respondent by appropriate means on the basis of any conduct justifying disciplinary action which occurred before or after the date of this settlement agreement and which is not directly related to the specific facts and circumstances set forth herein.

12. Entire Agreement. Respondent has read, understood, and agrees to this settlement agreement and cease and desist order and is freely and voluntarily signing it. The

settlement agreement and cease and desist order contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

14. Service. If approved by the Board, a copy of this settlement agreement and cease and desist order shall be served personally or by first class mail on Respondent. The settlement agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

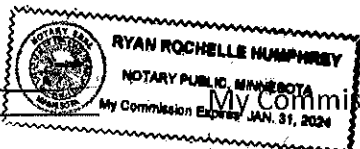
RESPONDENT

Craig Beddow
Craig Beddow

Dated: 01/18, 2020

SUBSCRIBED and sworn to before me on this the 18th day of January, 2020.

Ryan Rochelle Humphrey
(Notary Public)



My Commission Expires: 01/31/2024


COMPLAINT COMMITTEE

Wayne Hilbert DATED: 1-28, 2020
Wayne Hilbert, AIA
Committee Chair

ORDER

Upon consideration of the foregoing settlement agreement and cease and desist order and based upon all the files, records, and proceedings herein, all terms of the settlement agreement and cease and desist order are approved and adopted and hereby issued as an order of this Board this the 12 day of March, 2020.

MINNESOTA BOARD OF
ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE,
GEOSCIENCE AND INTERIOR DESIGN

By: 
Margaret S. Parsons, AIA
Board Chair

AFFIDAVIT OF SERVICE BY MAIL

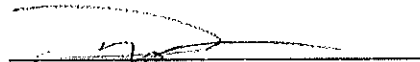
RE: In the matter of Craig W Beddow
Unlicensed

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Peng Her, being first duly sworn, deposes and says:


That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 16th day of March, 2020, he served the attached **Settlement Agreement and Cease and Desist Order**, by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class, and addressed to:

Craig W Beddow
Beddow Design
225 9th St. E #303
St. Paul MN 55101



Peng Her

Subscribed and sworn to before me on
this the 16th day of March, 2020.



(Notary Public)