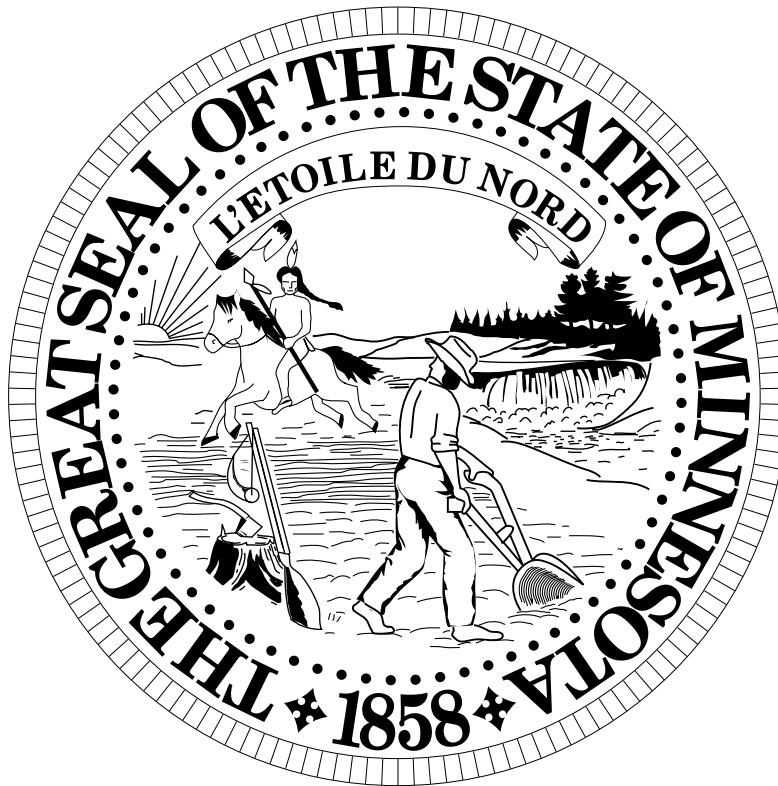


State of Minnesota

State Register

Rules and Official Notices Edition



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Monday 24 September 2001

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State Register

Judicial Notice Shall Be Taken of Material Published in the *State Register*

The *State Register* is the official publication of the State of Minnesota, published weekly to fulfill the legislative mandate set forth in *Minnesota Statutes* § 14.46. The *State Register* contains:

- proposed, adopted, exempt, expedited emergency and withdrawn rules
- executive orders of the governor
- appointments
- proclamations and commendations
- commissioners' orders
- revenue notices
- official notices
- state grants and loans
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Vol. 25 Issue Number	PUBLISH DATE	Deadline for both Adopted and Proposed RULES	Deadline for: Emergency Rules, Executive and Commissioner's Orders, Revenue and Official Notices, State Grants, Professional-Technical-Consulting Contracts, Non-State Bids and Public Contracts
#14	Monday 24 September	Noon Wednesday 12 September	Noon Tuesday 18 September
#15	Monday 1 October	Noon Wednesday 19 September	Noon Tuesday 25 September
#16	Monday 8 October	Noon Wednesday 26 September	Noon Tuesday 2 October
#17	Monday 15 October	Noon Wednesday 3 October	Noon Tuesday 9 October

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An agency must first solicit **Comments on Planned Rules** or **Comments on Planned Rule Amendments** from the public on the subject matter of a possible rulemaking proposal under active consideration within the agency (*Minnesota Statutes* §§ 14.101). It does this by publishing a notice in the *State Register* at least 60 days before publication of a notice to adopt or a notice of hearing, or within 60 days of the effective date of any new statutory grant of required rulemaking.

When rules are first drafted, state agencies publish them as **Proposed Rules**, along with a notice of hearing, or a notice of intent to adopt rules without a hearing in the case of noncontroversial rules. This notice asks for comment on the rules as proposed. Proposed emergency rules and withdrawn proposed rules are also published in the *State Register*. After proposed rules have gone through the comment period, and have been rewritten into their final form, they again appear in the *State Register* as **Adopted Rules**. These final adopted rules are not printed in their entirety in the *State Register*, only the changes made since their publication as Proposed Rules. To see the full rule, as adopted and in effect, a person simply needs two issues of the *State Register*, the issue the rule appeared in as proposed, and later as adopted. For a more detailed description of the rulemaking process, see the most current edition of the *Minnesota Guidebook to State Agency Services*.

The *State Register* features partial and cumulative listings of rules in this section on the following schedule: issues #1-13 inclusive; issues #14-25 inclusive; issue #26 cumulative for issues #1-26; issues #27-38 inclusive; issue #39, cumulative for issues #1-39; issues #40-51 inclusive; and issues #1-52 (or 53 in some years), cumulative for issues #1-52 (or 53). An annual subject matter index for rules was separately printed usually in August, but starting with Volume 19 now appears in the final issue of each volume. For copies or subscriptions to the *State Register*, contact Minnesota's Bookstore, 117 University Avenue, St. Paul, MN 55155 (612) 297-3000, or toll-free 1-800-657-3757.

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Proposed Rules

Comments on Planned Rules or Rule Amendments

An agency must first solicit **Comments on Planned Rules** or **Comments on Planned Rule Amendments** from the public on the subject matter of a possible rulemaking proposal under active consideration within the agency (*Minnesota Statutes* §§ 14.101). It does this by publishing a notice in the *State Register* at least 60 days before publication of a notice to adopt or a notice of hearing, and within 60 days of the effective date of any new statutory grant of required rulemaking.

Rules to be Adopted After a Hearing

After receiving comments and deciding to hold a public hearing on the rule, an agency drafts its rule. It then publishes its rules with a notice of hearing. All persons wishing to make a statement must register at the hearing. Anyone who wishes to submit written comments may do so at the hearing, or within five working days of the close of the hearing. Administrative law judges may, during the hearing, extend the period for receiving comments up to 20 calendar days. For five business days after the submission period the agency and interested persons may respond to any new information submitted during the written submission period and the record then is closed. The administrative law judge prepares a report within 30 days, stating findings of fact, conclusions and recommendations. After receiving the report, the agency decides whether to adopt, withdraw or modify the proposed rule based on consideration of the comments made during the rule hearing procedure and the report of the administrative law judge. The agency must wait five days after receiving the report before taking any action.

Rules to be Adopted Without a Hearing

Pursuant to *Minnesota Statutes* § 14.22, an agency may propose to adopt, amend, suspend or repeal rules without first holding a public hearing. An agency must first solicit **Comments on Planned Rules** or **Comments on Planned Rule Amendments** from the public. The agency then publishes a notice of intent to adopt rules without a public hearing, together with the proposed rules, in the *State Register*. If, during the 30-day comment period, 25 or more persons submit to the agency a written request for a hearing of the proposed rules, the agency must proceed under the provisions of §§ 14.14-14.20, which state that if an agency decides to hold a public hearing, it must publish a notice of intent in the *State Register*.

Minnesota State Retirement System

Proposed Permanent Rules Relating to Board of Directors Election Procedures

NOTICE OF INTENT TO AMEND RULES WITHOUT A PUBLIC HEARING

Proposed Amendment to Rules Governing the Biennial Election of Board of Directors, *Minnesota Rules*, chapters 7900.0200 through 7900.0410

Introduction. The Minnesota State Retirement System intends to amend rules without a public hearing following the procedures set forth in the Administrative Procedure Act, *Minnesota Statutes*, sections 14.22 to 14.28, and rules of the Office of Administrative Hearings, *Minnesota Rules*, parts 1400.2300 to 1400.2310. You have 30 days to submit written comments on the proposed rule amendments and may also submit a written request that a hearing be held on the proposed rule amendments.

Agency Contact Person. Comments or questions on the rules and written requests for a public hearing on the proposed rule amendments must be submitted to the agency contact person. The agency contact person is Paige Purcell, MSRS, 60 Empire Drive, Suite 300, St. Paul, Minnesota 55103-1855. You may also **phone** Paige at: (651) 284-3219 or **email** her at: paige.purcell@state.mn.us. **TTY** users may call MSRS at 1-800-627-3529.

Subject of Rules and Statutory Authority. The proposed rule amendments are about the biennial election of the board of directors. *Minnesota Statutes*, section 352.03, subdivisions 4 and 6 authorizes MSRS to adopt rules to administer chapters 352, 3A, 352B, 352C, 352D, and 490 and transact the business of the system, subject to the limitations of the law. A copy of the proposed rule amendments is published in the *State Register* and attached to this notice.

Comments. You have until 4:00 p.m. on October 25, 2001, to submit written comment in your support of or in opposition to the proposed rule amendments and any part or subpart of the rules. Your comments must be in writing and received by the agency contact person by the due date. Comment is encouraged. Your comment should identify the portion of the proposed rules addressed and the reason for the comment. You are encouraged to propose any change desired. Any comments that you would like to make on the legality of the proposed rules must also be made during this comment period.

Request for a Hearing. In addition to submitting comments, you may also request that a hearing be held on the rules. Your request for a public hearing must be in writing and must be received by the agency contact person by 4:00 p.m. on October 25, 2001. Your written request for a public hearing must include your name and address. You must identify the portion of the proposed rules to which you object or state that you oppose the entire set of rules. Any request that does not comply with these requirements is not valid and cannot be counted by the agency when determining whether a public hearing must be held. You are also encouraged to state the reason for the request and any changes you want made to the proposed rules.

Withdrawal of Requests. If 25 or more persons submit a written request for a hearing, a public hearing will be held unless a sufficient number withdraw their requests in writing. If enough requests for hearing are withdrawn to reduce the number below 25, the agency must give written notice of this to all persons who requested a hearing, explain the actions the agency took to effect the with-

drawal, and ask for written comments on this action. If a public hearing is required, the agency will follow the procedures in *Minnesota Statutes*, section 14.131 to 14.20.

Alternative Format. Upon request, this Notice can be made available in an alternative format, such as large print, Braille, or cassette tape. To make such a request, please contact the agency contact person at the address or telephone number listed above.

Modifications. The proposed rules may be modified as a result of public comment. The modifications must be supported by comments and information submitted to the agency, and the adopted rules may not be substantially different than these proposed rules. If the proposed rules affect you in any way, you are encouraged to participate in the rulemaking process.

Statement of Need and Reasonableness. A statement of need and reasonableness is now available from the agency contact person. This statement contains a summary of the justification for the proposed rule amendments, including a description of who will be affected by the proposed rules and an estimate of the probable cost of the proposed rules. Copies of the statement may be obtained at the cost of reproduction from the agency.

Adoption and Review of Rules. If no hearing is required, the agency may adopt the rules after the end of the comment period. The rules and supporting documents will then be submitted to the Office of Administrative Hearings for review for legality. You may ask to be notified of the date the rules are submitted to the office. If you want to register with the agency to receive notice of future rule proceedings, submit your request to the agency contact person listed above.

Dated: 6 September 2001

David Bergstrom
Executive Director

7900.0200 STATE EMPLOYEE MEMBER.

Subpart 1. **Biennial election.** The procedure for the biennial election of the four state employee members of the board of directors as provided in *Minnesota Statutes*, section 352.03, and laws amendatory thereof, shall be as in subparts 2 to 5.

Subp. 2. **Nominations.** Any employee covered by the system who desires to be a candidate for membership on the board of directors shall file a nominating petition signed by ten employees covered by the system with the executive director of the system not later than October 1 of each odd-numbered year. A candidate may not withdraw candidacy after October 15. If the employees whose names are filed are eligible for election or reelection as members of the board of directors as provided by *Minnesota Statutes*, section 352.03, and laws amendatory thereof, their names and the names of the department in which they are employed shall be printed upon the ballots sent to employees covered by the system as provided in subparts 2 and 4. The name of any employee covered by the system may be written in on the ballot provided for that purpose.

Subp. 3. **Election materials.** By February 5 of each even-numbered year the executive director shall ~~send ballots directly by mail or mail ballots, and envelopes to the respective heads of departments and state agencies having employees who are covered by the system. The heads of departments and state agencies shall deliver or cause to be delivered to each employee who receives salary or wages from which deductions are made for the system on the payroll abstract covering the last full pay period ending in December of the preceding year~~ conduct an election under procedures approved by the board of directors. A notice of election ~~that two members are to be elected to the board of directors, each notice to be accompanied by a ballot and two envelopes. Department heads shall mail election material to their employees on approved leave of absence or seasonal layoff during the last full pay period in December of the preceding year and shall certify to the executive director the names of the employees to whom ballots were mailed. The Minnesota State Retirement System shall reimburse the departments for the cost of the postage for the mailing shall be sent to all active employees eligible to vote along with instructions and materials necessary to cast a vote. All voting notices, materials, and procedures must be approved by the board of directors before October 1 prior to the election.~~

Subp. 4. **Voting.** ~~Each employee~~ Employees participating in the election shall ~~place the ballots~~ cast their votes by indicating their choice of candidates in ~~the envelope marked "ballots" (upon which there shall be no writing except the printed word "ballots" and the words "insert ballots and seal" on the flap); thereafter seal and place in the envelope, likewise sealed, addressed to: Tellers, Minnesota State Retirement System~~ accordance with the voting instructions prescribed for the balloting procedure determined by the board of directors.

~~The employee shall print or type the employee's name and home address, or place the label provided that contains an election authorization number on the envelope addressed to said tellers, and return it to the office of the system not later than March 1, in~~

<p>KEY: PROPOSED RULES SECTION — <u>Underlining</u> indicates additions to existing rule language. Strike outs indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — <u>Underlining</u> indicates additions to proposed rule language. Strike outs indicate deletions from proposed rule language.</p>

Proposed Rules

~~each even numbered year. Ballots in teller envelopes postmarked any time up to midnight on March 1 of each even numbered year shall be counted, as shall ballots in teller envelopes received at the office of the system by messenger service up to the close of office hours on March 1 of each even numbered year. The board of directors must approve a voting procedure to make sure an employee may only vote once. Votes must be cast by any time up to midnight on March 1 in each even-numbered year or, if March 1 falls on a Saturday or Sunday, postmarked cast any time up to midnight or received up to the close of office hours on the following Monday of each even-numbered year, provided instructions prescribed have been complied with.~~

~~If the ballots are distributed through a department or agency, the heads of departments and agencies shall promptly notify the executive director of the retirement system that notices, ballots, and envelopes have been delivered to the employees as required.~~

Subp. 5. **Verification.** The name and election authorization number shall be checked against a computerized representation of payroll abstracts covering the last full pay period ending in December and a certified listing of those on seasonal layoff or leave of absence, and if the name of the employee on the envelope is found and deductions are taken for the retirement fund which are not deductions in error from the salary of an employee not covered by the system, or if the employee is on approved leave of absence or seasonal layoff during the pay period active employees covered by the system, the envelope cast vote shall be noted as "eligible," and if the name of the employee does not appear thereon, the envelope cast vote shall be noted as "not eligible." ~~The envelopes noted as "eligible" shall be placed in one container and those noted as "not eligible" in another.~~ At 8:00 a.m. on the third Thursday in March in even-numbered years, three tellers appointed by the board of directors shall meet and verify the notations on the sealed envelopes addressed to the tellers who shall then remove and set aside the sealed ballot envelopes of those employees verified as eligible to vote and to ensure proper counting of votes.

Subp. 6. **Tabulation.** After the verification required in subpart 5 is completed, the envelopes containing the ballots votes shall be opened and ballots tabulated by the tellers. The two candidates receiving the highest number of votes shall be the elected members of the board of directors for terms of four years as provided by *Minnesota Statutes*, section 352.03, subdivision 1. In the case of a tie vote as to any candidates, the election shall be resolved by lot.

7900.0400 RETIRED STATE EMPLOYEE MEMBER.

Subpart 1. **Exceptions from election procedure.** As provided in *Minnesota Statutes*, section 352.03, retired state employees shall elect one retired state employee to serve as a member of the board of directors. The election of a board member shall be separate and distinct but shall be conducted at the same time by the same tellers and shall follow the same procedure as prescribed in part 7900.0200, except as in subparts 2 to 5.

Subp. 2. **Eligibility.** Retired employees who are eligible for election to the board and eligible to vote for a candidate for the board shall be any persons receiving an annuity from Minnesota State Retirement System as of January 1 of each every other even-numbered year.

Subp. 3. **Notice of election.** Between July 1 and August 15 of each every other odd-numbered year the director shall mail a notice of election to all eligible retired employees giving them notice of election and instructions for becoming a candidate for membership on the board.

Subp. 4. **Candidates.** Any eligible retired employee who desires to be a candidate for membership on the board of directors must submit a nominating petition, signed by ten or more eligible retired employees, to the executive director of system not later than October 1 in each every other odd-numbered year. If the retired employees whose names are filed are eligible to election as members of the board of directors their names shall be printed in alphabetical order upon the ballots sent to retired employees as hereinafter provided listed under the voting procedures established by the board.

No nominee may withdraw candidacy after October 15. ~~The name of any eligible retired employee of the system may be written in on the ballot in the space provided for that purpose~~ A method for write-in ballots must be offered.

Subp. 5. **Voting.** By February 5 of each every other even-numbered year, the executive director shall mail ballots and envelopes to the retired employees eligible to vote. ~~The election material~~ conduct an election in accordance with the procedures established by the board of directors. The voting instructions and necessary materials shall be mailed to the last address given to the system by the retired employee unless the retired employee notifies the system in writing by November 1 of a different address to be used for this purpose. ~~The name and election authorization number on the envelopes addressed to the tellers shall be checked against the annuity payments for January of each even numbered year.~~

Department of Revenue

Proposed Permanent Rules Relating to the Revenue Recapture Act

DUAL NOTICE: Notice of Intent to Adopt Rules Without a Public Hearing Unless 25 or More Persons Request a Hearing, and Notice of Hearing if 25 or More Requests for Hearing are Received

Proposed Rules Governing Revenue Recapture, *Minnesota Rules*, Parts 8165.0200, 8165.0300, 8165.0400 and 8165.0500

Introduction. The Department of Revenue intends to adopt rules without a public hearing following the procedures set forth in the Administrative Procedure Act, *Minnesota Statutes*, sections 14.22 to 14.28, and rules of the Office of Administrative Hearings, *Minnesota Rules*, parts 1400.2300 to 1400.2310. If, however, 25 or more persons submit a written request for a hearing on the rules within 30 days or by 4:30 p.m. on Wednesday, October 24, 2001, a public hearing will be held at the Minnesota Department of Revenue, Skjeggstad Room, 2nd Floor, 600 North Robert Street, St. Paul, Minnesota 55146, starting at 9:30 a.m., Thursday, November 15, 2001. To find out whether the rules will be adopted without a hearing or if the hearing will be held, you should contact the agency contact person after October 24, 2001, and before November 15, 2001.

Agency Contact Person. Comments or questions on the rules and written requests for a public hearing on the rules must be submitted to the agency contact person. The agency contact person is:

Michal Garber, Attorney
Minnesota Department of Revenue
Appeals & Legal Services Division
600 North Robert Street, Mail Station 2220
St. Paul, Minnesota 55146-2220
Phone: (651) 296-8231
Fax: (651) 296-8229
TTY users may call the Department of Revenue at (651) 297-2196

Subject of Rule and Statutory Authority. The Minnesota Department of Revenue is proposing a rule governing The Revenue Recapture Act. The proposed rule clarifies the responsibilities of claimant agencies in administering the Revenue Recapture Act. The rule also clarifies the rights and obligations of debtors and non-liable spouses.

The statutory authority to adopt the rules is *Minnesota Statutes*, section 270.06, clause (14), which provides that the Commissioner of Revenue shall make, publish, and distribute rules for the administration and enforcement of state tax laws.

A copy of the proposed rules is published in the *State Register* and attached to this notice as mailed.

Comments. You have until 4:30 p.m. on October 24, 2001, to submit written comment in support of or in opposition to the proposed rules or any part or subpart of the rules. Your comment must be in writing and received by the agency contact person by the due date. Comment is encouraged. Your comments should identify the portion of the proposed rules addressed, the reason for the comment, and any change proposed. You are encouraged to propose any change desired. Any comments that you would like to make on the legality of the proposed rules must also be made during this comment period.

Request for a Hearing. In addition to submitting comments, you may also request that a hearing be held on the rules. Your request for a public hearing must be in writing and must be received by the agency contact person by 4:30 p.m. on October 24, 2001. Your written request for a public hearing must include your name and address. You must identify the portion of the proposed rules to which you object or state that you oppose the entire set of rules. Any request that does not comply with these requirements is not valid and cannot be counted by the agency for determining whether a public hearing must be held. You are also encouraged to state the reason for the request and any changes you want made to the proposed rules.

Withdrawal of Requests. If 25 or more persons submit a written request for a hearing, a public hearing will be held unless a sufficient number withdraw their requests in writing. If enough requests for hearing are withdrawn to reduce the number below 25, the agency must give written notice of this to all persons who requested a hearing, explain the actions the agency took to effect the withdrawal, and ask for written comments on this action. If a public hearing is required, the agency will follow the procedures in *Minnesota Statutes*, sections 14.131 to 14.20.

<p>KEY: PROPOSED RULES SECTION — <u>Underlining</u> indicates additions to existing rule language. Strike outs indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — <u>Underlining</u> indicates additions to proposed rule language. Strike outs indicate deletions from proposed rule language.</p>

Proposed Rules

Alternative Format/Accommodation. Upon request, this Notice can be made available in an alternative format, such as large print, Braille, or cassette tape. To make such a request or if you need an accommodation to make this hearing accessible, please contact the agency contact person at the address or telephone number listed above.

Modifications. The proposed rules may be modified, either as a result of public comment or as a result of the rule hearing process. Modifications must be supported by data and views submitted to the agency or presented at the hearing and the adopted rules may not be substantially different than these proposed rules. If the proposed rules affect you in any way, you are encouraged to participate in the rulemaking process.

Cancellation of Hearing. The hearing scheduled for November 15, 2001, will be canceled if the agency does not receive requests from 25 or more persons that a hearing be held on the rules. If you requested a public hearing, the agency will notify you before the scheduled hearing whether or not the hearing will be held. You may also call the agency contact person at (651) 296-8231 after October 24, 2001 to find out whether the hearing will be held.

Notice of Hearing. If 25 or more persons submit written requests for a public hearing on the rules, a hearing will be held following the procedures in *Minnesota Statutes*, sections 14.131 to 14.20. The hearing will be held on the date and at the time and place listed above. The hearing will continue until all interested persons have been heard. Administrative Law Judge George Beck is assigned to conduct the hearing. Judge Beck can be reached at the Office of Administrative Hearings, 100 Washington Square, Suite 1700, Minneapolis, Minnesota 55401-2138, **phone:** (612) 341-7601, and **fax:** (612) 349-2665.

Hearing Procedure. If a hearing is held, you and all interested or affected persons, including representatives of associations or other interested groups, will have an opportunity to participate. You may present your views either orally at the hearing, or in writing, at any time before the close of the hearing record. All evidence presented should relate to the proposed rules. You may also submit written material to the Administrative Law Judge to be recorded in the hearing record for five working days after the public hearing ends. This five-day comment period may be extended for a longer period not to exceed 20 calendar days if ordered by the Administrative Law Judge at the hearing. Following the comment period, there is a five-working-day response period during which the agency and any interested person may respond in writing to any new information submitted. No additional evidence may be submitted during the five-day response period. All comments and responses submitted to the Administrative Law Judge must be received at the Office of Administrative Hearings no later than 4:30 p.m. on the due date. All comments or responses received will be available for review at the Office of Administrative Hearings. This rule hearing procedure is governed by *Minnesota Rules*, parts 1400.2000 to 1400.2240, and *Minnesota Statutes*, sections 14.131 to 14.20. Questions about procedure may be directed to the Administrative Law Judge.

The agency requests that any person submitting written views or data to the Administrative Law Judge prior to the hearing or during the comment or response period also submit a copy of the written views or data to the agency contact person at the address stated above.

Statement of Need and Reasonableness. A statement of need and reasonableness is now available from the agency contact person. This statement contains a summary of the justification for the proposed rules, including a description of who will be affected by the proposed rules and an estimate of the probable cost of the proposed rules. The statement may also be reviewed and copies obtained at the cost of reproduction from either the agency or the Office of Administrative Hearings.

Lobbyist Registration. *Minnesota Statutes*, chapter 10A, requires each lobbyist to register with the State Campaign Finance and Public Disclosure Board. Questions regarding this requirement may be directed to the Campaign Finance and Public Disclosure Board at: Suite 190, Centennial Building, 658 Cedar Street, St. Paul, Minnesota 55155, **phone:** (651) 296-5148 or 1-800-657-3889.

Adoption Procedure if No Hearing. If no hearing is required, the agency may adopt the rules after the end of the comment period. The rules and supporting documents will then be submitted to the Office of Administrative Hearings for review for legality. You may ask to be notified of the date the rules are submitted to the office. If you want to be so notified, or want to receive a copy of the adopted rules, or want to register with the agency to receive notice of future rule proceedings, submit your request to the agency contact person listed above.

Adoption Procedure After a Hearing. If a hearing is held, after the close of the hearing record, the Administrative Law Judge will issue a report on the proposed rules. You may ask to be notified of the date when the Administrative Law Judge's report will become available, and can make this request at the hearing or in writing to the Administrative Law Judge. You may also ask to be notified of the date on which the agency adopts the rules and files them with the Secretary of State, and can make this request at the hearing or in writing to the agency contact person stated above.

Order. I order that the rulemaking hearing be held at the date, time, and location listed above.

Dated: 7 September 2001

Mathew G. Smith
Commissioner of Revenue

8165.0200 SUSPENSION OF CLAIMANT AGENCY STATUS.

Subpart 1. Commissioner's power to suspend. A claimant agency defined under Minnesota Statutes, section 270A.03, subdivision 2, shall be suspended from participation in the Revenue Recapture Act for a violation of the act after due notice and an opportunity for hearing.

For purposes of this part, the terms used have the same meaning as in Minnesota Statutes, chapter 270A. The specified proceedings shall be governed by the procedure for contested case proceedings as provided in Minnesota Statutes, chapter 14.

Subp. 2. Reasons for suspension. A claimant agency shall be suspended from filing new claims or receiving offsets on existing claims, if the agency has done one of the following:

A. failed to remit to a spouse who does not owe the debt the spouse's properly allocated share of a joint tax refund which has been recaptured to satisfy a debt of the liable spouse;

B. filed claims on debts for which the time period allowed by law for collecting the debt has expired;

C. failed to notify the commissioner to remove from revenue recapture satisfied debts or debts for which the time period allowed by law for collecting the debt has expired;

D. failed to notify debtors of the basis and validity of the agency's claim, whether the debtor might be exempt, or of the debtor's right to a contested case hearing; or

E. violated any other provisions of Minnesota Statutes, chapter 270A.

Subp. 3. Warning. Whenever a claimant agency has violated a provision of the Revenue Recapture Act, the commissioner shall notify the claimant agency in writing of the specific violation committed. The notification must contain a warning to the claimant agency that if the violation continues, the commissioner shall commence a proceeding for suspension from participation in the Revenue Recapture Act. The claimant agency must mail its reply to the notice within 30 days after the notice is mailed and when necessary, correct any deficiencies.

Subp. 4. Proceeding.

A. If a claimant agency fails to comply with the warning in subpart 3, the commissioner shall send a written notice to the claimant agency, providing the following information:

(1) the nature of the violations of the Revenue Recapture Act that the agency has committed;

(2) the commissioner's intent to suspend the agency from filing new claims or receiving offsets on existing claims;

(3) the right of the claimant agency to appeal the suspension by submitting a written request for a contested case hearing to the commissioner within 30 days after the notice is mailed; and

(4) the right of the claimant agency to petition for reinstatement as provided in subpart 6.

B. If the commissioner receives written notice of a claimant agency's request for a contested case hearing, the commissioner must schedule a hearing within 30 days after the request is mailed. The claimant agency must be billed for and pay one-half of the costs of the hearing.

Subp. 5. Disciplinary actions. If the claimant agency fails to timely request a hearing, or if upon completion of the contested case proceedings the commissioner makes a determination to suspend the claimant agency, the commissioner shall send written notice of the suspension to the claimant agency. The suspension begins as of the date of the notice. The commissioner's determination must explain the basis for the disciplinary action being taken.

Subp. 6. Petition for reinstatement. Beginning 90 days after suspension, a suspended claimant agency may petition the commissioner for reinstatement to participate in the Revenue Recapture Act. The petition must be supported with documentation that the claimant agency has corrected the prior violations and has taken steps to ensure that the prior violations will not be repeated. The commissioner shall review the petition and make a determination within 30 days as to whether the claimant agency may be reinstated to participate in the Revenue Recapture Act. If the petition is denied by the commissioner, the claimant agency may request the commissioner in writing for a contested case hearing within 30 days after the notice of denial is mailed. If the commissioner receives written notice of a claimant agency's request for a contested case hearing, the commissioner must schedule a hearing within 30 days after the request is mailed. The claimant agency must be billed for and pay one-half of the costs of the hearing.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Proposed Rules

Upon completion of the contested case proceedings, the commissioner shall send the claimant agency written notice of the commissioner's decision.

8165.0300 DEBTS TO CLAIMANT AGENCIES.

Subpart 1. **Notice to debtor.** Under *Minnesota Statutes*, section 270A.08, subdivision 1, a claimant agency is required to send notice to a debtor asserting its right to a refund or a part of a refund. The agency must advise the debtor in that notice of the provisions of *Minnesota Statutes*, section 270A.03, subdivision 5, when the claims are submitted for the following types of obligations:

- A. an obligation of a current recipient of assistance based on an overpayment of an assistance grant;
- B. a debt that is owed to a program of which the debtor is a client as of the date of the notice and the debtor is a current recipient of food stamps, transitional child care, or transitional medical assistance; or
- C. an obligation to pay a claimant agency for medical care, including hospitalization.

The notice must explain that debtors receiving assistance may be exempt from revenue recapture under items A and B, and debtors with income below specified levels may be exempt under item C.

Subp. 2. **Definition of debtor; disclosure to claimant agencies.** In addition to the specifications provided under *Minnesota Statutes*, section 270A.03, subdivision 4, the term "debtor" means a taxpayer of record with the department at the time the claim is filed. The commissioner is authorized to disclose to the claimant agency that the debtor against whom the agency is attempting to file a claim under the Revenue Recapture Act is not a taxpayer of record, pursuant to *Minnesota Statutes*, section 270A.11.

Subp. 3. **Debt for medical care.** A debt is not subject to revenue recapture if it is a legal obligation to pay a claimant agency for medical care and if the debtor's income does not exceed the amount provided in the table in *Minnesota Statutes*, section 270A.03, subdivision 5. For purposes of that table, the word "income" means income as defined in *Minnesota Statutes*, section 290.067, subdivision 2a.

8165.0400 NONLIABLE SPOUSE.

Subpart 1. **Allocation of fee.** The \$10 fee charged by the commissioner under *Minnesota Statutes*, section 270A.07, subdivision 1, shall not be allocated to the share of refund due to the spouse who does not owe the debt. When one or more revenue recapture claims are made against a refund and the nonliable spouse is due 100 percent of the refund, the department shall return each \$10 fee to the nonliable spouse.

Subp. 2. **Time limit to request an allocation of refund.** The right of a spouse who does not owe a debt to request payment from the claimant agency of that spouse's share of the refund expires 18 months after the date of the notice sent by the department under *Minnesota Statutes*, section 270A.07, subdivision 2, paragraph (b).

Subp. 3. **Allocation of joint income tax refund.** In the case of an allocation of a joint income tax refund under *Minnesota Statutes*, section 270A.03, subdivision 7, if the total taxable income as determined under *Minnesota Statutes*, section 290.01, subdivision 29, is zero, the refund must be allocated based upon each spouse's share of federal adjusted gross income.

Adopted Rules

A rule becomes effective after the requirements of *Minnesota Statutes* §§14.05-14.28 have been met and five working days after the rule is published in the *State Register*, unless a later date is required by statutes or specified in the rule.

If an adopted rule is identical to its proposed form as previously published, a notice of adoption and a citation to its previous *State Register* publication will be printed.

If an adopted rule differs from its proposed form, language which has been deleted will be printed with strikeouts and new language will be underlined. The rule's previous *State Register* publication will be cited.

Expedited and Emergency Expedited Rules

Provisions for the Commissioner of Natural Resources to adopt emergency expedited Game and Fish Rules are specified in *Minnesota Statutes* §§ 84.027. The commissioner may adopt emergency expedited rules when conditions exist that do not allow the Commissioner to comply with the requirements for emergency rules. The Commissioner must submit the rule to the attorney general for review and must publish a notice of adoption that includes a copy of the rule and the emergency conditions. Emergency expedited rules are effective upon publication in the *State Register*, and may be effective up to seven days before publication under certain emergency conditions. Emergency expedited rules are effective for the period stated or up to 18 months.

Department of Revenue

Adopted Permanent Rules Relating to Corporate Franchise Tax

The rules proposed and published at *State Register*, Volume 25, Number 23, pages 1056-1065, December 4, 2000 (25 SR 1056), are adopted with the following modifications:

8019.0100 DEFINITION OF UNITARY BUSINESS.

Subp. 2a. **Presumption of unity.**

A. Business activities or operations carried on by more than one corporation related through common ownership are to be unitary in nature when:

(1) the business activities or operations are of mutual benefit, dependent upon, or contributory to one another, individually, or as a group; or

(2) there is both unity of operation as evidenced generally by staff functions such as centralized advertising, accounting, financing, management, or centralized, group, or committee purchasing; and

C. All of the examples in item A, subitems (2) and (3), are not needed to show the unity of operation or unity of use. The presumptions of unity stated in item A ~~are, subitem (1), are independent from the presumption of unity stated in item A, subitems (2) and (3).~~ The mere ownership of as much as 100 percent of the stock of another corporation does not, in the absence of other indicia of a unitary business, mean that the business of the group is unitary in nature. The presence of any one of the factors contained in subparts 2a ~~to and 5~~ creates a presumption is evidence that the activities of the corporations constitute a unitary trade or business. The presence of any one of the factors contained in subparts 3 and 4 creates a presumption that the activities of the corporations constitute a unitary trade or business.

Subp. 5. **Centralized management.** Centralized management in determining the policies of each corporation in a group of corporations that are related through common ownership indicates that the corporations, which might otherwise be considered to be carrying on separate trades or businesses, are engaged in a unitary trade or business.

The fact that the executive officers of one of the corporations in a group of corporations are normally involved in determining the policies respecting the business activities of the other corporations in the group, indicates that the group of corporations is carrying on a unitary trade or business.

A finding of centralized management is not supported merely by showing that the requisite ownership percentage exists. ~~At~~ When a more than incidental economic benefit ~~that~~ accrues to a group because such ownership improves its financial position, it indicates that the group is carrying on a unitary trade or business. Both centralized management authority and the exercise of that authority must exist in order to justify a conclusion that unity of use is present.

EFFECTIVE DATE. The repeal of *Minnesota Rules*, part 8019.0300, subpart 7, is effective for tax years beginning after December 31, 2001.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

Exempt rules are excluded from the normal rulemaking procedures (*Minnesota Statutes* § 14.386 and 14.388). They are most often of two kinds. One kind is specifically exempted by the Legislature from rulemaking procedures, but approved for form by the Revisor of Statutes, reviewed for legality by the Office of Administrative Hearings, and then published in the *State Register*. These exempt rules are effective for two years only.

The second kind of exempt rule is one adopted where an agency for good cause finds that the rulemaking provisions of *Minnesota Statutes*, Chapter 14 are unnecessary, impracticable, or contrary to the public interest. This exemption can be used only where the rules:

- (1) address a serious and immediate threat to the public health, safety, or welfare, or
- (2) comply with a court order or a requirement in federal law in a manner that does not allow for compliance with *Minnesota Statutes* 14.14-14.28, or
- (3) incorporate specific changes set forth in applicable statutes when no interpretation of law is required, or
- (4) make changes that do not alter the sense, meaning, or effect of the rules.

These exempt rules are also reviewed for form by the Revisor of Statutes, for legality by the Office of Administrative Hearings and then published in the *State Register*. In addition, the Office of Administrative Hearings must determine whether the agency has provided adequate justification for the use of this exemption. Rules adopted under clauses (1) or (2) above are effective for two years only.

The Legislature may also exempt an agency from the normal rulemaking procedures and establish other procedural and substantive requirements unique to that exemption.

Department of Commerce

Adopted Exempt Permanent Rules Governing Uniform Conveyancing Blanks

2820.4100 FORM 54M: CONTRACT FOR DEED WITH INDIVIDUAL SELLER.

[For text of subpart 1, see M.R.]

Subp. 2. [See repealer.]

Subp. 3. **Contents.**

CONTRACT FOR DEED Form No. 54-M Minnesota Uniform Conveyancing Blanks (2000)
Individual Seller

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required. Certificate of Real Estate Value No. _____ _____ (Date)	
County Auditor by: _____ Deputy	
Date: _____	(reserved for recording data)

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by _____
_____, Seller (whether one
or more), and _____
_____, Purchaser (whether one or more)
(check box if joint tenancy).

Seller and Purchaser agree to the following terms:

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Seller check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
 A well disclosure certificate accompanies this document.
 I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. **TITLE.** Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:

- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
(b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
(c) Utility and drainage easements which do not interfere with present improvements;
(d) Applicable laws, ordinances and regulations;
(e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
(f) The following liens or encumbrances:

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's full performance of this Contract, Seller shall:

- (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
(i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
(ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
(iii) The following liens or encumbrances:

(b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

4. **PURCHASE PRICE.** Purchaser shall pay to Seller, at _____, the sum of _____ (\$ _____), as and for the purchase price (the "Purchase Price") for the Property, payable as follows:

5. **PREPAYMENT.** Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.
6. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. **PROPERTY INSURANCE.**

- (a) **INSURED RISKS AND AMOUNTS.** Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements and fixtures, without deduction for physical depreciation. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.
- (b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.
- (c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. DAMAGE TO THE PROPERTY.

- (a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.
- (b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any

event the Repairs shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

- (c) **OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in this Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.

- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

10. **INSURANCE GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten days' written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. **WASTE, REPAIR AND LIENS.** Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **COMPLIANCE WITH LAWS.** Except for matters which Seller has created, suffered or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.
14. **RECORDING OF CONTRACT; DEED TAX.** Purchaser shall, at Purchaser's expense, record this Contract in the office of the county recorder or registrar of titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minnesota Statutes Section 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.
15. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assigns their interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.
16. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults thereunder and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.
17. **DEFAULTS AND REMEDIES.** The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated

damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

- 18. **BINDING EFFECT.** The terms of this Contract shall run with the land and bind the parties hereto and their successors in interest.
- 19. **HEADINGS.** Headings of the paragraphs of this Contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 20. **ADDITIONAL TERMS:** Check here if an Addendum to Contract for Deed containing additional terms and conditions is attached hereto.

SELLER

PURCHASER

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____
by _____

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____
by _____

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY: (NAME & ADDRESS)

Check here if part or all of the land is Registered (Torrens).
Tax Statements for the real property described in this instrument
should be sent to: (include name and address)

**FAILURE TO RECORD THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER
PURCHASER'S INTEREST IN THE PROPERTY.**

2820.4210 FORM 55M: CONTRACT FOR DEED FROM A BUSINESS ENTITY SELLER.

Subpart 1. Recommended form. The recommended form for a contract for deed from a business entity seller is contained in subpart 2.

Subp. 2. Contents.

CONTRACT FOR DEED Form No. 55-M Minnesota Uniform Conveyancing Blanks (2000)
Business Entity Seller

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required.
 Certificate of Real Estate Value No. _____
 _____, _____
 (Date)

County Auditor

by: _____
 Deputy

(reserved for recording data)

Date: _____

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by _____
 _____, a _____
 under the laws of _____ Seller, and _____
 _____, Purchaser (whether one or more)

(check box if joint tenancy).

Seller and Purchaser agree to the following terms:

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

1. **PROPERTY DESCRIPTION.** Seller hereby sells, and Purchaser hereby buys, real property in _____ County, Minnesota, described as follows:

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Seller check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
 A well disclosure certificate accompanies this document.
 I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. **TITLE.** Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:

- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
- (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
- (c) Utility and drainage easements which do not interfere with present improvements;
- (d) Applicable laws, ordinances and regulations;
- (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
- (f) The following liens or encumbrances:

3. **DELIVERY OF DEED AND EVIDENCE OF TITLE.** Upon Purchaser's full performance of this Contract, Seller shall:

- (a) Execute, acknowledge and deliver to Purchaser a _____ Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
 - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
 - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
 - (iii) The following liens or encumbrances:
- (b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. **PURCHASE PRICE.** Purchaser shall pay to Seller, at _____, the sum of _____ (\$ _____), as and for the purchase price (the "Purchase Price") for the Property, payable as follows:

5. **PREPAYMENT.** Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.

6. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. **PROPERTY INSURANCE.**

(a) **INSURED RISKS AND AMOUNTS.** Purchaser shall keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements and fixtures, without deduction for physical depreciation. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) **OTHER TERMS.** The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) **NOTICE OF DAMAGE.** In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

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8. DAMAGE TO THE PROPERTY.

- (a) **APPLICATION OF INSURANCE PROCEEDS.** If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.
- (b) **PURCHASER'S ELECTION TO REBUILD.** If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any

event the Repairs shall be completed by Purchaser within one year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

- (c) **OWNERS' ASSOCIATION.** If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in this Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. INJURY OR DAMAGE OCCURRING ON THE PROPERTY.

- (a) **LIABILITY.** Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.
- (b) **LIABILITY INSURANCE.** Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. **INSURANCE GENERALLY.** The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten days' written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.
11. **CONDEMNATION.** If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.
12. **WASTE, REPAIR AND LIENS.** Purchaser shall not remove or demolish any buildings, improvements or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.
13. **COMPLIANCE WITH LAWS.** Except for matters which Seller has created, suffered or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.
14. **RECORDING OF CONTRACT; DEED TAX.** Purchaser shall, at Purchaser's expense, record this Contract in the office of the county recorder or registrar of titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minnesota Statutes Section 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.
15. **NOTICE OF ASSIGNMENT.** If either Seller or Purchaser assigns their interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.
16. **PROTECTION OF INTERESTS.** If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults thereunder and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.
17. **DEFAULTS AND REMEDIES.** The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated

<p>KEY: PROPOSED RULES SECTION — <u>Underlining</u> indicates additions to existing rule language. Strike outs indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — <u>Underlining</u> indicates additions to proposed rule language. Strike outs indicate deletions from proposed rule language.</p>

Exempt Rules

damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

- 18. **BINDING EFFECT.** The terms of this Contract shall run with the land and bind the parties hereto and their successors in interest.
- 19. **HEADINGS.** Headings of the paragraphs of this Contract are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 20. **ADDITIONAL TERMS:** Check here if an Addendum to Contract for Deed containing additional terms and conditions is attached hereto.

SELLER

PURCHASER

By _____

Its _____

By _____

Its _____

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____ (Date)
by _____ and _____
the _____ and _____
of _____, a _____
under the laws of _____, on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____ (Date)
by _____

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY: (NAME & ADDRESS)

Check here if part or all of the land is Registered (Torrens).

Tax Statements for the real property described in this instrument
should be sent to: (include name and address)

FAILURE TO RECORD THIS CONTRACT FOR DEED MAY GIVE OTHER PARTIES PRIORITY OVER PURCHASER'S INTEREST IN THE PROPERTY.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

2820.4310 FORM 56M: CONTRACT FOR DEED ADDENDUM.

Subpart 1. Recommended form. The recommended form for a contract for deed addendum is contained in subpart 2.
Subp. 2. CONTENTS.

CONTRACT FOR DEED ADDENDUM

Form No. 56-M

DEWALT PUBLISHING CO., NEW YORK, NY PRINTED IN THE U.S.A.
Minnesota Uniform Conveyancing Blanks (2000)

THIS ADDENDUM TO CONTRACT FOR DEED is attached to and made a part of a certain
Contract for Deed dated _____
between _____, Seller,
and _____, Purchaser.

The terms and conditions contained in this Addendum shall supersede any conflicting provisions contained in the Contract. Only those provisions checked in the "Yes" column below shall be included in and be a part of this Addendum.

Yes No

- A. LATE PAYMENT FEE. If any payment is not received by Seller within fifteen (15) days of the date when due, Purchaser shall additionally pay to Seller, to the extent allowed by law, a late charge of four percent (4%) of the amount of the delinquent payment.
- B. TRANSFER RESTRICTIONS. Purchaser may not sell, assign or otherwise transfer Purchaser's interest in this Contract, or the Property, or any part thereof or if Purchaser is an entity, the controlling interest in Purchaser may not be transferred without the written consent of Seller, which consent shall be granted or withheld in the sole discretion of Seller which consent shall not be unreasonably withheld or delayed by Seller (check one).
- C. ESCROWS. In addition to the monthly payments of principal and interest, Purchaser shall deposit with Seller, with each payment, an amount representing one-twelfth (1/12) of the annual real estate taxes, installments of special assessments and insurance premiums with respect to the Property (or such other amount as Seller is required to deposit under any underlying encumbrance on the Property). The amount of such taxes, special assessments and insurance premiums, when unknown, shall be estimated by Seller. Such deposit shall be used by Seller to pay real estate taxes, installments of special assessments and insurance premiums with respect to the Property when due. If Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts and deduct the amounts so paid from payments next coming due under this Contract. If the balance deposited with Seller is insufficient to pay such real estate taxes, special assessments and insurance premiums when due, Purchaser shall pay the deficiency to Seller upon written demand.
- D. PROPERTY IMPROVEMENTS. Except for work reasonably necessary to permit Purchaser to comply with Purchaser's obligations under this Contract, Purchaser shall not hire or perform any repairs or improvements to or replacements of the Property having an aggregate cost in excess of \$ _____, without securing the prior written consent of Seller. Purchaser will not cause or permit any mechanics' liens to be recorded against the Property. Purchaser agrees to defend, indemnify and hold Seller harmless from any loss, damage or expense incurred by Seller with respect to any party asserting a mechanics' lien claim, it being understood and agreed that this undertaking shall survive cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.

- E. HAZARDOUS SUBSTANCES. Purchaser shall not bring, store, generate or treat hazardous wastes or substances or petroleum products upon the Property, except for small quantities which are stored and used in compliance with applicable law. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from any and all claims, demands, actions, causes of action, liabilities or rights which may be asserted against Seller with respect to such substances, or products, it being understood and agreed that this obligation will survive the cancellation of this Contract or the delivery of a deed pursuant to the terms hereof.
- F. ALTERNATIVE ACCELERATION REMEDY. If Purchaser fails to timely perform any term of this Contract, Seller may elect, on thirty (30) days' written notice given to Purchaser, to declare the entire unpaid Purchase Price, together with accrued interest thereon, immediately due and payable in full and commence an action against Purchaser to collect all amounts due hereunder. Purchaser shall have the right to reinstate this Contract at any time before entry of final judgment against Purchaser for amounts due hereunder if Purchaser: (i) pays Seller all sums due hereunder as of the date of reinstatement; (ii) cures any other defaults existing under this Contract as of the date of reinstatement; and (iii) pays all expenses incurred by Seller in enforcing this Contract, including, but not limited to, reasonable attorneys' fees and costs. Seller shall deliver the deed for the Property in the manner required by Paragraph 3 of this Contract when all amounts due hereunder have been paid.
- G. NONRECOURSE OBLIGATION. Notwithstanding any other provision contained in this Contract to the contrary, if Purchaser defaults in Purchaser's performance of this Contract, Seller's sole remedy shall be to cancel this Contract in accordance with Minnesota Statutes Section 559.21, as the same may from time to time be amended. Seller specifically waives any right it may have to commence an action for the specific performance of this Contract for Deed or any right it may have to seek an award of damages against Purchaser.
- H. ADDITIONAL PROVISIONS.

THIS FORM CANNOT BE RECORDED INDEPENDENTLY. IT MUST BE ATTACHED TO A CONTRACT FOR DEED.

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

2820.4520 FORM 58.1M: ASSIGNMENT OF CONTRACT FOR DEED AND WARRANTY DEED BY INDIVIDUAL.

Subpart 1. **Recommended form.** The recommended form for an assignment of a contract for deed and a warranty deed to an individual is contained in subpart 2.

Subp. 2. **Contents.**

Assignment of Contract For Deed
and Warranty Deed

Form No. 58.1-M

OFFICIAL PUBLICATION CO., NEW YORK, NEW YORK 10017-1000
Minnesota Uniform Conveyancing Blanks (6/26/2000)

By Individual

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required. Certificate of Real Estate Value No. _____
_____ (Date)
_____ (County Auditor)
by: _____ Deputy

(reserved for recording data)

DEED TAX DUE \$ _____

Date: _____

FOR VALUABLE CONSIDERATION, _____

_____, Grantor, hereby sells, assigns and transfers to _____

(mental status)

Grantee, Grantor's interest in the Contract for Deed (Contract) dated _____, made by

_____, as Seller, and

_____, as Purchaser,

and filed for record on _____, as Document No. _____ (or in Book _____ of _____, page _____).

in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, for the sale and conveyance of the real property in said County and State described as follows:

together with all hereditaments and appurtenances belonging thereto.

By acceptance hereof, Grantee assumes and agrees to keep and perform all the covenants made or assumed by Grantor in the Contract.

Grantor covenants that there remains unpaid under the Contract the principal sum of \$ _____ with

interest thereon from _____, and that Grantor has good right to sell, transfer and assign the Contract.

(date)

In addition, Grantor hereby conveys and warrants the real property to Grantee, subject to the terms and conditions of the Contract.

Check box if applicable:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR

Affix Deed Tax Stamp Here

STATE OF MINNESOTA

COUNTY OF _____

} ss.

Check here if part or all of the land is Registered (Torrens)

The foregoing instrument was acknowledged before me on _____, (Date)

by _____ (Notary Name)

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL
Tax Statements for the real property described in this instrument should be sent to (Include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

2820.4620 FORM 59.1M: ASSIGNMENT OF CONTRACT FOR DEED AND WARRANTY DEED BY BUSINESS ENTITY.

Subpart 1. Recommended form. The recommended form for an assignment of a contract for deed on a warranty deed by a business entity is contained in subpart 2.

Subp. 2. Contents.

<p>Assignment of Contract For Deed and Warranty Deed</p> <p style="text-align: center;">Form No. 59.1-M</p> <p style="text-align: right; font-size: small;">OFFICIAL PUBLISHING CO., NEW HAVEN, CONNECTICUT 06510-3020 Minnesota Uniform Conveyancing Blanks (6/20/2000)</p> <p>By Business Entity</p> <p>No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed () not required. Certificate of Real Estate Value No. _____</p> <p style="text-align: center;">(Date)</p> <p style="text-align: right;">(County Auditor)</p> <p>by: _____ Deputy</p>	<p>(reserved for recording data)</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------

DEED TAX DUE \$ _____

Date: _____

FOR VALUABLE CONSIDERATION, _____

a _____ under the laws of _____, Grantor, hereby sells, assigns and transfers to _____

Grantee, Grantor's interest in the Contract for Deed (Contract) dated _____, made by _____, as Seller, and _____, as Purchaser, and filed for record on _____, as Document No. _____ (or in Book _____ of _____, page _____), in the Office of the (County Recorder) (Registrar of Titles) of _____ County, Minnesota, for the sale and conveyance of the real property in said County and State described as follows:

together with all hereditaments and appurtenances belonging thereto.

By acceptance hereof, Grantee assumes and agrees to keep and perform all the covenants made or assumed by Grantor in the Contract. Grantor covenants that there remains unpaid under the Contract the principal sum of \$ _____ with interest thereon from _____, and that Grantor has good right to sell, transfer and assign the Contract.

In addition, Grantor hereby conveys and warrants the real property to Grantee, subject to the terms and conditions of the Contract.

Check box if applicable:

The Seller certifies that the Seller does not know of any wells on the described real property.

A well disclosure certificate accompanies this document.

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Affix Deed Tax Stamp Here

GRANTOR

By _____

Its _____

STATE OF MINNESOTA

COUNTY OF _____

} ss.

Check here if part or all of the land is Registered (Torrens)

The foregoing instrument was acknowledged before me on _____ (Date),
by _____, the _____
of _____, on behalf of the _____.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL
Tax Statements for the real property described in this instrument should
be sent to (Include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

2820.9265 FORM 129.1M: RELEASE OF NOTICE OF ADVERSE CLAIM BY INDIVIDUAL.

Subpart 1. Recommended form. The recommended form for a release of notice of an adverse claim by an individual or individuals is contained in subpart 2.

Subp. 2. Contents.

Release of Notice of Adverse Claim
By Individual(s)

Form No. 129.1-M

DONALD PUBLISHING CO., NEW HALL, MINNAPOLIS, MINN. 55402
Minnesota Uniform Conveyancing Blanks (2001)

**RELEASE OF NOTICE
OF ADVERSE CLAIM**

(reserved for recording data)

Date: _____

FOR VALUABLE CONSIDERATION, the undersigned Adverse Claimant(s) in the Notice of Adverse Claim dated _____, filed in the office of the _____ County Registrar of Titles on _____, as Document No. _____, and entered as a memorial on Certificate of Title No. _____, who therein claimed an interest adverse to the registered owner(s) of land in _____ County, Minnesota, described as follows:

hereby release the Notice of Adverse Claim and said land from the adverse interest therein claimed.

STATE OF MINNESOTA
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me on _____,
by _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR BANK)

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. ~~Strike outs~~ indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." **ADOPTED RULES SECTION** — Underlining indicates additions to proposed rule language. ~~Strike outs~~ indicate deletions from proposed rule language.

Exempt Rules

2820.9275 FORM 130.1M: RELEASE OF NOTICE OF ADVERSE CLAIM BY BUSINESS ENTITY.

Subpart 1. Recommended form. The recommended form for a release of notice of an adverse claim by a business entity is contained in subpart 2.

Subp. 2. Contents.

RELEASE OF NOTICE OF ADVERSE CLAIM

Date: _____

(reserved for recording data)

FOR VALUABLE CONSIDERATION, the undersigned Adverse Claimant in the Notice of Adverse Claim dated _____, filed in the office of the _____ County Registrar of Titles on _____, as Document No. _____, and entered as a memorial on Certificate of Title No. _____, which therein claimed an interest adverse to the registered owner(s) of land in _____ County, Minnesota, described as follows:

hereby release the Notice of Adverse Claim and said land from the adverse interest therein claimed.

STATE OF MINNESOTA

COUNTY OF _____

} ss.

By _____
Its _____

The foregoing instrument was acknowledged before me on _____ by _____, the _____ of _____, on behalf of the _____.

THIS INSTRUMENT WAS DRAFTED BY (NAME & ADDRESS):

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL FOR OTHER TITLE OR RANK:

KEY: PROPOSED RULES SECTION — Underlining indicates additions to existing rule language. Strike outs indicate deletions from existing rule language. If a proposed rule is totally new, it is designated "all new material." ADOPTED RULES SECTION — Underlining indicates additions to proposed rule language. Strike outs indicate deletions from proposed rule language.

Exempt Rules

REPEALER. *Minnesota Rules*, parts 2820.4100, subpart 2; 2820.4200; 2820.4300; and 2820.4400, are repealed.

ERRATA

Corrections to agency errors in rules or in following the rulemaking processes, as well as incomplete notices, mislabeled rules, incorrect notices and citations will appear in this section. Whenever an error is corrected in this section, its corresponding rule number(s) will also appear in the *State Register's* index to rulemaking activity, **Minnesota Rules: Amendments and Additions**.

Minnesota Higher Education Services Office

Errata: Notice of Correction to Publication of Dual Notice

Dual Notice relating to the proposed rules amendments governing Post-secondary Child Care Grants, as published in the *State Register*, Volume 26, Number 13, Page 388 (26 S. R. 387) is hereby corrected to read as follows:

Subject of Rules and Statutory Authority. The proposed rules alter the formula used to create the annual maximum award chart used for this Program. The statutory authority to adopt the rules is *Minnesota Statutes*, section 136A.01, Subd. 2(8). A copy of the proposed rules is published in the *State Register* and attached to this notice as mailed.

Revenue Notices

The Department of Revenue began issuing revenue notices in July of 1991. Revenue notices are statements of policy made by the department that provide interpretation, detail, or supplementary information concerning a particular statute, rule, or departmental practice. The authority to issue revenue notices is found in *Minnesota Statutes* § 270.0604.

Department of Revenue

Revenue Notice #01-02: Tax Relief for Victims of the Terrorist Attack on the World Trade Center and the Pentagon

The commissioner will provide relief to taxpayers who are affected by the disaster caused by the September 11, 2001 terrorist attacks on the United States. Federal tax relief information can be found at Internal Revenue Notices 2001-61 and 2001-63.

Income, Corporate Franchise, and Estate Taxes - Taxpayers who qualify for federal extensions and abatements by the Internal Revenue Service because of the attack will be allowed the following tax relief in Minnesota: For returns, payments, and estimated payments of income, corporate franchise, or estate taxes that would have been due on or after September 11, 2001, the commissioner will abate penalties and additional tax charges imposed on taxpayers for failure to file and failure to make payments or estimated payments as long as taxpayers file the returns and make the payments by the extended federal due date. Interest will be abated for the same period of time interest qualifies for abatement federally.

Withholding and Sales Taxes - For returns and payment of withholding and sales taxes that would have been due during the period of September 11, 2001 through October 31, 2001, the commissioner will abate penalties imposed on taxpayers for failure to file and make payments. This relief is only available to taxpayers who qualify for federal abatement of penalties for failure to deposit federal withholding tax pursuant to Internal Revenue Service Notice 2001-61. Taxpayers must file returns and make payments by November 15, 2001.

All Returns and Other Documents - All returns and other documents that are filed under any provision in this Notice should be clearly marked "September 11, 2001 Terrorism Attack" on the top center of the return or document. Taxpayers and tax practitioners who want to use the provisions of this Notice, but whose addresses are not within the designated federal disaster area should also include a brief statement on a separate piece of paper as to how the disaster adversely affected their ability to meet their tax obligations.

Jennifer L. Engh
Assistant Commissioner for Tax Policy

Department of Revenue

Revenue Notice #01-03: Clarification of Revenue Notice #01-02

The last paragraph of Revenue Notice #01-02 stated that: "Taxpayers and tax practitioners who want to use the provisions of this Notice, but whose addresses are not within the designated federal disaster area should also include a brief statement on a separate piece of paper as to how the disaster adversely affected their ability to meet their tax obligations." This has been clarified to read as follows: "Taxpayers and tax practitioners who want to use the provisions of Internal Revenue Notice 2001-61, but whose addresses are not within the designated federal disaster area should also include a brief statement on a separate piece of paper as to how the disaster adversely affected their ability to meet their tax obligations."

Taxpayers using a federal extension only until September 24, 2001 under Internal Revenue Notice 2001-63 need not include any statement in order to receive abatements under Revenue Notice #01-02.

Jennifer L. Eng
Assistant Commissioner for Tax Policy

Official Notices

Pursuant to Minnesota Statutes §§ 14.101, an agency must first solicit comments from the public on the subject matter of a possible rulemaking proposal under active consideration within the agency by publishing a notice in the State Register at least 60 days before publication of a notice to adopt or a notice of hearing, and within 60 days of the effective date of any new statutory grant of required rulemaking. The State Register also publishes other official notices of state agencies and non-state agencies, including notices of meetings and matters of public interest.

Department of Agriculture

Minnesota Rural Finance Authority

Notice of Public Hearing on the Issuance of an Agricultural Development Revenue Bond Under *Minnesota Statutes*, Chapter 41C

NOTICE IS HEREBY GIVEN that a public hearing will be held on October 12, at 9 a.m., in Room 145 Department of Agriculture Building, 90 West Plato Boulevard, St. Paul Minnesota, on a proposal that the Minnesota Rural Finance Authority (the Authority) issue its revenue bond under *Minnesota Statutes*, Chapter 41C, in order to finance the purchase of 30 cows and 13 heifers, located in the E 1/2 of Section 26-111-14, Belvidere Township, Goodhue County, Minnesota, 2 miles east of Bellechester on County Road 16, turn left onto 280th St., take 280th for 1 mile and turn east - building site is the first one on the left; on behalf of Eric J. and Verone M. Miller, (the Borrower/s). The maximum aggregate face amount of the proposed bond issue is \$64,550.00. The revenue bond will be a limited obligation of the Authority, payable solely from the revenue pledged to the payment thereof. No holder of such revenue bond will ever have the right to compel any exercise of the taxing power of the State of Minnesota to pay the bond or the interest thereon, nor to enforce payment against any property of the Authority of the State of Minnesota, except the revenues specifically pledged to the payment thereof. Before issuing the revenue bond, the Authority will enter into an agreement with the Borrower whereby the Borrower will be obligated to make payments at least sufficient at all times to pay the principal of and interest on such revenue bond when due. All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the Executive Director of the Authority prior to the date of the hearing set forth above.

Dated: 5 September 2001

Jim Boerboom
RFA Director

Department of Agriculture

Minnesota Rural Finance Authority

Notice of Public Hearing on the Issuance of an Agricultural Development Revenue Bond Under *Minnesota Statutes*, Chapter 41C

NOTICE IS HEREBY GIVEN that a public hearing will be heard on October 12, at 9 a.m., in Room 145 Department of Agriculture Building, 90 West Plato Boulevard, St. Paul Minnesota, on a proposal that the Minnesota Rural Finance Authority (the Authority) issue its revenue bond under *Minnesota Statutes*, Chapter 41C, in order to finance the purchase of approximately 87 acres of farmland with a house and out-buildings, Section 25 Swede Prairie Township, Yellow Medicine County, Minnesota; 8 miles south of Clarkfield, State Hwy 56, 1 mile west, 1/4 mile south, than west 1-3/4 miles; on behalf of Carl L. and Jolene M. Louwagie, (the Borrower/s). The maximum aggregate face amount of the proposed bond issue is \$171,000.00. The revenue bond will be a limited obligation of the Authority, payable solely from the revenue pledged to the payment thereof. No holder of such revenue bond will ever have the right to compel any exercise of the taxing power of the State of Minnesota to pay the bond or the interest thereon, nor to enforce payment against any property of the Authority or the State of Minnesota, except the revenues specifically pledged to the payment thereof. Before issuing the revenue bond, the Authority will enter into an agreement with the Borrower whereby the Borrower will be obligated to make payments at least sufficient at all times to pay the principal of and interest on such revenue bond when due. All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the Executive Director of the Authority prior to the date of the hearing set forth above.

Dated: 5 September 2001

Jim Boerboom
RFA Director

Minnesota Department of Health

Division of Environmental Health

REQUEST FOR COMMENTS

Possible Amendment of Rules Governing Health Risk Limits for Groundwater, *Minnesota Rules*, Parts 4717.7100 to 4717.7800

Subject of Rules. The Minnesota Department of Health requests comments on its possible amendment to rules governing Health Risk Limits (HRLs) for groundwater. These rules are found at *Minnesota Rules*, parts 4717.7100 to 4717.7800. The Department is considering rule amendments that:

- update the scientific data and risk assessment methods that underlie the HRLs;
- incorporate the most recent research available;
- align policy choices with the concerns and priorities of Minnesotans; and
- comply with statutory review requirements.

Persons Affected. The amendments have the potential to benefit Minnesotans who use groundwater as their source of drinking water, especially those who live in areas affected by chemical leaks or spills. The amendments to the rules will likely affect state environmental and agricultural programs that use the HRLs to evaluate the need for regulations and to set clean-up goals. The amendments may indirectly affect other businesses and industries regulated by state and federal environmental programs.

Statutory Authority. *Minnesota Statutes*, section 103H.201, subdivision 1 authorizes the Department to promulgate health risk limits for substances degrading groundwater. Subdivision 2 states that the health risk limits shall be adopted by rule. Subdivision 3 requires the Commissioner to review the adopted HRLs every four years and authorizes the Commissioner to revise the HRLs.

Public Comment. Interested persons or groups may submit comments or information on these possible rules in writing until further notice is published in the *State Register* that the Department intends to adopt or to withdraw the rules. Interested persons may also offer comments on the scientific and policy basis of the rules at a public meeting on Wednesday, October 31, 2001, from 2 to 5 p.m., at the Minnesota Department of Health offices located at 1645 Energy Park Drive, St. Paul, Minnesota. Further information about the meeting is available at <http://www.health.state.mn.us/divs/eh/hrlgw/announcement.html>

Advisory Committee. The Department is considering appointing a technical advisory committee to consult on the scientific and policy bases that underlie the possible rule revisions. Contact the department if you would like to attend advisory committee meetings or receive minutes from the meetings.

Rules Drafts. The Department has not yet prepared a draft of the possible rules amendments.

Agency Contact Person. Written or oral comments; questions; requests for information about the October 31, 2001, public meeting or advisory committee; requests to receive a draft of the rules when it has been prepared; and requests for more information on these possible rules should be directed to: Anne Kukowski (anne.kukowski@health.state.mn.us) at the Minnesota Department of Health, 121 East 7th Place, Suite 220, P.O. Box 64975, St. Paul, Minnesota 55164-0975; phone (651) 215-0854, or FAX (651) 215-0975. TTY users may call the Department at (651) 215-0707.

Alternative Format. Upon request, this Request for Comments can be made available in an alternative format, such as large print, Braille, or cassette tape. To make such a request, please contact the agency contact person at the address or telephone number listed above.

NOTE: Comments received in response to this notice will not necessarily be included in the formal rulemaking record submitted to the administrative law judge when a proceeding to adopt rules is started. The agency is required to submit to the judge only those written comments received in response to the rules after they are proposed.

Dated: 18 September 2001

Patricia A. Bloomgren, Director
Division of Environmental Health

Department of Human Services

Notice of Health Service Second Medical Opinion Requirement as a Condition of Minnesota Health Care Program Payment

The following services and Current Procedural Terminology Codes (CPT codes) have been removed from the list of services requiring second medical opinion (SMO) as authorized under *Minnesota Rules* Part 9505.5035, Subpart 1. The services include hysterectomy: 51925, 58550, 58150, 58152, 58180, 58200, 58210, 58240, 58260, 58262, 58263, 58267, 58270, 58275, 58280, 58285, 58950, 58951, 58952, 59135, and 59525.

This change in SMO requirement is effective immediately. Questions or comments should be addressed to:

Susan Castellano
Maternal and Child Health Assurance Supervisor
Performance Measurement and Quality Improvement Division
Minnesota Department of Human Services
444 Lafayette Road
St. Paul, MN 55155-3865
Phone: (651) 282-5960

9505.5035 SURGICAL PROCEDURES REQUIRING SECOND MEDICAL OPINION.

Subpart 1. **General requirements.** Second medical opinions shall be required for medical assistance, general assistance medical care, and MinnesotaCare recipients for inpatient and outpatient elective surgical procedures according to the list published in the *State Register* under *Minnesota Statutes*, section 256B.0625, subdivisions 1, 4a, and 24. Publication shall occur in the last issue of the *State Register* for the month of October if there has been a revision in the list since the last October. In addition, the department shall publish any revision of the list at least 45 days before the effective date if the revision imposes a second medical opinion requirement. The department shall send each provider a copy of the published list or a revision of the published list.

256B.0625 Covered services.

Subdivision 1. **Inpatient hospital services.** Medical assistance covers inpatient hospital services. A second medical opinion is required prior to reimbursement for elective surgeries requiring a second opinion. The commissioner shall publish in the *State Register* a list of elective surgeries that require a second medical opinion prior to reimbursement, and the criteria and standards for deciding whether an elective surgery should require a second medical opinion. The list and the criteria and standards are not subject to the requirements of sections 14.001 to 14.69. The commissioner's decision whether a second medical opinion is required, made in accordance with rules governing that decision, is not subject to administrative appeal.

Official Notices

Subd. 4a. **Second medical opinion for surgery.** Certain surgeries require a second medical opinion to confirm the necessity of the procedure, in order for reimbursement to be made. The commissioner shall publish in the *State Register* a list of surgeries that require a second medical opinion and the criteria and standards for deciding whether a surgery should require a second medical opinion. The list and the criteria and standards are not subject to the requirements of sections 14.01 to 14.69. The commissioner's decision about whether a second medical opinion is required, made according to rules governing that decision, is not subject to administrative appeal.

Subd. 24. **Other medical or remedial care.** Medical assistance covers any other medical or remedial care licensed and recognized under state law unless otherwise prohibited by law, except licensed chemical dependency treatment programs or primary treatment or extended care treatment units in hospitals that are covered under chapter 254B. The commissioner shall include chemical dependency services in the state medical assistance plan for federal reporting purposes, but payment must be made under chapter 254B. The commissioner shall publish in the *State Register* a list of elective surgeries that require a second medical opinion before medical assistance reimbursement, and the criteria and standards for deciding whether an elective surgery should require a second medical opinion. The list and criteria and standards are not subject to the requirements of sections 14.01 to 14.69.

Department of Human Services

Community Supports for Minnesotans with Disabilities

Public Notice Regarding a Medical Assistance Relocation Service Coordination Rate

NOTICE IS HEREBY GIVEN to recipients, providers of services, and to the public of a new proposed rate under the Medical Assistance Program for Relocation Service Coordination (RSC) services provided by: 1) counties; 2) Indian Health Service facilities; and 3) facilities operated by tribes or tribal organizations funded by Title I or III of the Indian Self-Determination and Education Assistance Act (Public Law 93-638) and known as "638" facilities.

Effective September 25, 2001, Minnesota's Medical Assistance Program will cover RSC services to assist eligible individuals to relocate from institutions to more integrated community settings. On July 31, 2001 at 26 S.R. 58, the Department published notice of this new Medical Assistance targeted case management service. The notice stated that funding would pay providers for costs associated with providing targeted case management services up to the last 180 consecutive days prior to an eligible individual's discharge from an institution.

Effective September 25, 2001, Medical Assistance will pay RSC providers \$20.43 per 15-minute unit. The Department anticipates that the total Medical Assistance costs will be \$168,000 through June 30, 2002 (the end of State Fiscal Year 2002), of which \$83,530 will be state costs.

RSC services will be coordinated on an individual client basis and are designed to help individuals gain access to needed medical, social, educational, financial, housing and other services and supports necessary to meet their needs in moving into the community. Examples are: additional assessments of individuals' needs for services and supports; routine communication with individuals and their families, legal representatives, caregivers, service providers, and others; developing community support plans; completing and maintaining necessary records; travel; referrals to health care programs and programs providing housing assistance; and identification of other possible home and community-based services.

This notice is published pursuant to *Code of Federal Regulations*, Title 42, section 447.205, which requires publication of a notice when there is a rate change in the methods and standards for setting payment rates for Medical Assistance services. Written comments and requests for information may be sent to:

Del A. Rose
Community Supports for Minnesotans with Disabilities
Minnesota Department of Human Services
444 Lafayette Road North
St. Paul, Minnesota 55155-3872
Phone: (651) 582-1951
Email: del.a.rose@state.mn.us

Department of Labor and Industry

Labor Standards Unit

Notice of Correction to Highway/Heavy Prevailing Wage Rates

A **correction** has been made to the **Highway/Heavy** Wage Rates certified 10/23/00, for **Labor Code 412, Ironworker**, in **Region 01**.

A Copy of the corrected certification may be obtained by writing the Minnesota Department of Labor and Industry, Prevailing Wage Section, 443 Lafayette Road, St. Paul, Minnesota 55155-4306 or by calling (651) 284-5091. Charges for the cost of copying and mailing are \$.65 per page. Make check or money order payable to the State of Minnesota.

Shirley I. Chase
Commissioner

Minnesota State Retirement System

Board of Directors, Regular Meeting

The Board of Directors of the Minnesota State Retirement System will be meeting on Thursday, September 27, 2001, at 9:00 a.m., in the office of the System, 60 Empire Drive, Suite 300, St. Paul, Minnesota 55103.

Public Employees Retirement Association

Disability Task Force Committee of the Board of Trustees, Notice of Meeting

A Disability Task Force meeting of the Board of Trustees of the Public Employees Retirement Association (PERA) will be held on Thursday, September 27, 2001, at 9:30 a.m., in the office of the association, 60 Empire Drive, Room 117, St. Paul, Minnesota.

Department of Transportation

Notice of Appointment and Meeting of a State Aid Variance Committee

NOTICE IS HEREBY GIVEN that the Commissioner of Transportation has appointed a State Aid Variance Committee who will conduct a meeting on Wednesday, September 26, 2001 at 10:00 a.m. in Conference Room 9, Arden Hills Training Center, 1900 West County Road I, Shoreview, Minnesota, 55126.

This notice is given pursuant to *Minnesota Statute 47k.705*.

The purpose of this open meeting is to investigate and determine recommendations for variance requests from minimum State Aid roadway standards and administrative procedures as governed by *Minnesota Rules* for State Aid Operations 8820.3300 adopted pursuant to *Minnesota Statutes* Chapters 161 and 162.

The agenda will be limited to the following:

1. Petition of the City of Saint Paul for a variance from *Minnesota Rules* 8820.9936 as they apply to the proposed reconstruction project on St. Clair/Cliff Street (Municipal State Aid Street No. 188), from West Seventh Street to Smith Avenue in the City of St. Paul, so as to allow 10 foot traffic lane widths between West Seventh Street and Ann Street, in lieu of the 11 foot minimum width required by standards.

2. Petition of the Lakeville City Council for a variance from *Minnesota Rules* 8820.9920 as they apply to a proposed interchange reconstruction project, known as State Project No. 1980-65, so as to allow a 15 mph design speed, in lieu of the required 40 mph minimum on Kenrick Avenue (Municipal State Aid Street No. 118) as it intersects with the Interstate 35 northbound off-ramp, located southeast of Dakota County State Aid Highway No. 60/Interstate 35 in Lakeville, Minnesota.

The local government agencies previously listed are requested to adhere to the following time schedule when appearing before the Variance Committee:

Official Notices

- 10:00 a.m. City of Saint Paul
- 10:30 a.m. City of Lakeville/Dakota County

Dated: 17 September 2001

Julie A. Skallman
State Aid Engineer
State Aid for Local Transportation

Department of Transportation

State Aid for Local Transportation Group

Petition of the City of Apple Valley for a Variance from State Aid Procedural Requirements PLAN APPROVAL AFTER OPENING OF BIDS

NOTICE IS HEREBY GIVEN that the Apple Valley City Council has made written request to the Commissioner of Transportation pursuant to *Minnesota Rules* 8820.3300, for a variance from rules as they apply to the construction projects located on 140th Street (Municipal State Aid Street No. 104) known as State Aid Project No. 186-104-18, and on Garden View Drive (Municipal State Aid Street No. 115) known as State Aid Project No. 186-115-04, in the City of Apple Valley, Minnesota.

The request is for a variance from *Minnesota Rules* for State Aid Operations 8820.2800, Subp. 2, adopted pursuant to *Minnesota Statutes* Chapter 161 and 162, to allow opening of contract bids prior to the required approval of construction plans by the State Aid Engineer on the construction projects located on 140th Street and on Garden View Drive, in the City of Apple Valley, Minnesota.

Any person may file a written objection to the variance request with the Commissioner of Transportation, Transportation Building, St. Paul, Minnesota 55155.

If a written objection is received within 20 days from the date of this notice in the *State Register*, the variance can be granted only after a contested case hearing has been held on the request.

Dated: 17 September 2001

Julie A. Skallman
State Aid Engineer
State Aid for Local Transportation

Department of Transportation

State Aid for Local Transportation Group

Petition of the City of Falcon Heights for a Variance from State Aid Requirements for STATE AID PLAN APPROVAL AFTER OPENING OF BIDS

NOTICE IS HEREBY GIVEN that the Falcon Heights City Council has made written request to the Commissioner of Transportation pursuant to *Minnesota Rules* 8820.3300, for a variance from rules as they apply to the 2001 Street Repairs and Alley Reconstruction Project, located on local city streets in the City of Falcon Heights, Minnesota.

The request is for a variance from *Minnesota Rules* for State Aid Operations 8820.2800, Subp. 2, adopted pursuant to *Minnesota Statutes* Chapter 161 and 162, so as to allow opening of contract bids prior to the required approval of construction plans by the State Aid Engineer for the 2001 Street Repairs and Alley Reconstruction Project in the City of Falcon Heights, Minnesota.

Any person may file a written objection to the variance request with the Commissioner of Transportation, Transportation Building, St. Paul, Minnesota 55155.

If a written objection is received within 20 days from the date of this notice in the *State Register*, the variance can be granted only after a contested case hearing has been held on the request.

Dated: 17 September 2001

Julie A. Skallman
State Aid Engineer
State Aid for Local Transportation

Department of Transportation
State Aid for Local Transportation Group

**Petition of the City of Fridley for a Variance from State Aid Requirements for BID
OPENING BEFORE APPROVAL OF CONSTRUCTION PLANS**

NOTICE IS HEREBY GIVEN that the Fridley City Council has made written request to the Commissioner of Transportation pursuant to *Minnesota Rules* 8820.3300, for a variance from rules as they apply to the construction project known as State Aid Project No. 127-050-04 (Moore Lake Hills Neighborhood Reconstruction Project) located in the City of Fridley, Minnesota.

The request is for a variance from *Minnesota Rules* for State Aid Operations 8820.2800, Subp. 2, adopted pursuant to *Minnesota Statutes* Chapter 161 and 162, as they apply to the reconstruction proposed in the Moore Lake Hills Neighborhood located in the City of Fridley, Minnesota, so as to allow opening of contract bids prior to the required approval of construction plans by the State Aid Engineer.

Any person may file a written objection to the variance request with the Commissioner of Transportation, Transportation Building, St. Paul, Minnesota 55155.

If a written objection is received within 20 days from the date of this notice in the *State Register*, the variance can be granted only after a contested case hearing has been held on the request.

Dated: 17 September 2001

Julie A. Skallman
State Aid Engineer
State Aid for Local Transportation

Department of Transportation
State Aid for Local Transportation Group

**Petition of the City of Lakeville for a Variance from State Aid Requirements for
DESIGN SPEED**

NOTICE IS HEREBY GIVEN that the Lakeville City Council has made written request to the Commissioner of Transportation pursuant to *Minnesota Rules* 8820.3300, for a variance from rules as they apply to a proposed interchange reconstruction project on I-35 at the junction with Dakota County State Aid Highway No. 60 in the City of Lakeville, Minnesota, known as State Project No. 1980-65.

The request is for a variance from *Minnesota Rules* for State Aid Operations 8820.9920, adopted pursuant to *Minnesota Statutes* Chapters 161 and 162, as they apply to the proposed reconstruction of Kenrick Avenue (Municipal State Aid Street No. 118), located at the junction with the I-35 northbound off-ramp, southeast of Dakota County State Aid Highway No. 60 in the City of Lakeville, so as to allow a 15 mph horizontal design speed, in lieu of the 40 mph minimum design speed required by standards.

The request is for a variance from *Minnesota Rules* for State Aid Operations 8820.9920, adopted pursuant to *Minnesota Statutes* Chapters 161 and 162, as they apply to the proposed reconstruction of Kenrick Avenue (Municipal State Aid Street No. 118) at the I-35 northbound off-ramp, located southeast of Dakota County State Aid Highway No. 60 in the City of Lakeville, Minnesota, so as to allow a 15 mph horizontal design speed, in lieu of the 40 mph minimum design speed required.

Any person may file a written objection to the variance request with the Commissioner of Transportation, Transportation Building, 395 John Ireland Boulevard, St. Paul, Minnesota 55155.

If a written objection is received within 20 days from the date of this notice in the *State Register*, the variance can be granted only after a contested case hearing has been held on the request.

Dated: 17 September 2001

Julie A. Skallman
State Aid Engineer
State Aid for Local Transportation

Official Notices

Department of Transportation

State Aid for Local Transportation Group

Petition by the City of Saint Paul for a Variance from State Aid Requirements for TRAFFIC LANE WIDTH

NOTICE IS HEREBY GIVEN that the St. Paul City Council has made written request to the Commissioner of Transportation pursuant to *Minnesota Rules* 8820.3300, for a variance from rules as they apply to a proposed reconstruction project located on St. Clair Avenue/Cliff Street (Municipal State Aid Street No. 188), between West Seventh Street and Smith Avenue in the City of Saint Paul, Minnesota.

The request is for a variance from *Minnesota Rules* for State Aid Operations 8820.9936, adopted pursuant to *Minnesota Statutes* Chapter 161 and 162, as they apply to the proposed reconstruction of St. Clair Avenue, located between West Seventh Street and Ann Street in the City of St. Paul, so as to allow 10 foot traffic lane widths, in lieu of the minimum 11 foot width required by standards.

Any person may file a written objection to the variance request with the Commissioner of Transportation, Transportation Building, St. Paul, Minnesota 55155.

If a written objection is received within 20 days from the date of this notice in the *State Register*, the variance can be granted only after a contested case hearing has been held on the request.

Dated: 17 September 2001

Julie A. Skallman
State Aid Engineer
State Aid for Local Transportation

Department of Transportation

Office of EEO Contract Compliance

Notice of Public Information Meetings on the Implementation of the Uniform Certification Program for Disadvantaged Business Enterprises

NOTICE IS HEREBY GIVEN THAT the Minnesota Department of Transportation's (Mn/DOT) Office of EEO Contract Management along with Metropolitan Airports Commission, and Metropolitan Council will hold public information meetings around the state to inform agencies that receive federal transportation funds, potential Disadvantaged Business Enterprises (DBE), community-based organizations and the public on the details of the Minnesota Uniform Certification Program (Mn/UCP) and the DBE certification process.

In an effort to streamline the DBE certification process, the United States Department of Transportation (DOT) has mandated in 49 *Code of Federal Regulations* Part 26 (49 CFR Part 26) that all recipients of DOT funds develop and implement a uniform certification program within individual states. All recipients of federal DOT funds must participate in Mn/UCP and sign an agreement that must be sent to the DOT Secretary by March 2002.

Minnesota receives federal transportation funds through three DOT agencies: Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Authority (FTA). The lead agency in Minnesota for the FAA is the Metropolitan Airports Commission (MAC), for FTA is Metropolitan Council, and FHWA is Minnesota Department of Transportation (Mn/DOT).

MAC, Metropolitan Council, and Mn/DOT have been working together for the last six months to consolidate the current certification process. The consolidation process included reviewing all agency certification applications, forms, and other documents as well as developing a certification procedure manual. Upon full implementation, members representing various agencies around the state that receive federal DOT funds annually of \$250,000 or more will be invited to participate in the Mn/UCP.

Four public information meetings will be held around the state to inform agencies that receive federal transportation funds, potential DBE's, community-based organizations, and the public on the details of Mn/UCP and answer questions on the certification process. These meetings will be held at the following locations:

Thursday October 4, 2001	Mn/DOT Bemidji District Office	9:00 a.m. to 12:00 a.m.
Friday October 5, 2001	Lake Superior College, Duluth	9:00 a.m. to 12:00 a.m.
Thursday October 18, 2001	MAC Office; Lindbergh Room	1:00 p.m. to 4:00 p.m.
Wednesday October 24, 2001	MAC Office; Lindbergh Room	1:00 p.m. to 4:00 p.m.

Specific details of the public information meetings will be mailed to federal DOT fund recipients, National Association of Minority Contractors, Association of Women Contractors, local community organizations, chambers of commerce, and other transportation industry related organizations.

For further information, please call Kathryn Bique of the Minnesota Department of Transportation's Office of EEO Contract Management at 651-282-2633 or by **email** at: *kathy.bique@dot.state.mn.us*

State Contracts

Department of Administration procedures require that notice of any consultant services contract or professional and technical services contract which has an estimated cost of over \$25,000 be printed in the *State Register*. These procedures also require that the following information be included in the notice: agency name and address, name of agency contact person, description of project and tasks, cost estimate and final submission date and time of completed proposal. Certain quasi-state agencies and MnSCU institutions are exempted from these provisions. In accordance with *Minnesota Rules* 1230.1910, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a 6% preference in the evaluation of their proposal. Certified Economically Disadvantaged Businesses and individuals shall receive the equivalent of a 4% preference in the evaluation of their proposal. For information regarding certification, call the Materials Management Helpline (651) 296-2600 or [TTY (651) 282-5799.]

Department of Administration

Notice of Request for Proposals for Pharmaceuticals

Department of Administration, on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) will be issuing a Request for Proposals (RFP) for pharmaceuticals on or about January 2, 2002.

If you are interested in receiving an electronic copy of the RFP please forward the email address to which you want the RFP sent, to: *dick.doering@state.mn.us*

MMCAP is a voluntary group purchasing organization which contracts for pharmaceuticals. MMCAP is currently made up of 39 participating states and approximately 3000 participating facilities purchasing over \$600 million per year. Participation in MMCAP is limited to facilities with statutory authority to purchase commodities from member states' contracts; including but not limited to agencies and political subdivisions, such as, correctional facilities, regional psychiatric treatment facilities, student health services, public health services, veterans' nursing homes, public hospitals, and community health clinic pharmacies.

The State of Minnesota, through its Department of Administration serves as the lead state agency for MMCAP and in this role establishes and maintains all MMCAP contracts.

Responses to the RFP will be used to establish one-year contracts with pharmaceutical manufacturers to supply pharmaceuticals to participating MMCAP Participating Facilities through the MMCAP contracted wholesalers. The contracts will run from May 1, 2002, through April 30, 2003.

Departments of Administration and Public Safety

Request for Proposals (RFP) for Racial Profiling Study

The Departments of Administration and Public Safety are seeking proposals from sufficiently experienced and independent organizations or individuals to conduct a study of traffic stops to determine whether racial profiling exists. Specific responsibilities of the successful responder will include: (1) designing and overseeing the data collection process; (2) developing baseline measures to analyze the data collected; (3) developing and implementing a data compliance auditing process that ensures the accuracy of data collected through, among other things, periodic spot checks; and (4) analyzing the data collected. Completed proposals are due by 2:30 p.m., Central Standard Time, October 22, 2001.

For a copy of the Racial Profiling Study Request for Proposals, please request a copy from:

Paul Stembler
Department of Administration
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: (651) 297-3996
Email: paul.stembler@state.mn.us

Hibbing Community College

Sale of Hibbing Community College: List Price: \$1,800,000

The Minnesota State Colleges and Universities offer for sale by sealed bid the "Central Campus" property located at 2900 East Belt Line, Hibbing, MN 55746.

The property contains roughly 12.59 acres with an 81,211 sq.ft. multi-functional education facility and a 6,000 sq.ft. storage building.

LOCATION:	65 miles north of Duluth, Minnesota 165 miles north of Minneapolis/St. Paul Hibbing is located on the "Iron Range" Population of Hibbing is approximately 18,000
SPACE UTILIZATION:	Multi-functional education facility once included the following programs; nursing, welding, heating and refrigeration repair, automotive repair, and restaurant/cooking.
YEAR BUILT:	Original Building - 22' Ceiling Height 1966 High Bay Space Addition - 27' Ceiling Ht. 1975/76 Industrial Space Addition - 14' Ceiling Ht. 1981 Admin. Offices Addition - 16' Ceiling Ht. 1986 3-Free Standing/Portable Classrooms NA
HEATING/COOLING:	Natural gas fired, steam boiler system installed in 1981 with supplemental unit heaters in some areas. Rooftop air handling units serving part of the facility.
ZONING:	I-1 Industrial Park and R-1 Residential

A complete sealed bid must be received in the Office of the President, Hibbing Community College, 1515 East 25th Street, Hibbing, MN, 55746 **by 11:30 a.m., Friday, October 12, 2001. Bids will be opened at 12:00 p.m. (noon) on October 12, 2001** at the same address.

For additional information, contact Ron Blakesley at (218) 262-6734 or **email:** r.blakesley@hcc.mnscu.edu. MnSCU reserves the right to reject any and all bids and waive the formalities therein. MnSCU reserves the right to withdraw the subject property from sale up to and including the date of the sale.

Department of Health

Request for Proposals for Analysis of Drinking Water Samples

The Minnesota Department of Health is seeking proposals from laboratories for analysis of drinking water samples under the Environmental Protection Agency radionuclides rule. The rule requires all community water systems to monitor drinking water for gross alpha, radium 226, radium 228 and uranium. Initial monitoring will be on a quarterly basis beginning 1/1/2002. MDH estimates that during each of the years 2002 and 2003 the following analyses will be required: 400 Gross Alpha; 250 Radium 226; 400 Radium 228 and 100 Uranium. During the three year period 2004 - 2006, MDH estimates the following analyses will be needed annually: 1000 Gross Alpha; 1,000 Radium 226; 1,000 Radium 228 and 150 Uranium. The department anticipates awarding contracts to more than one laboratory.

Laboratories will be required to provide bottles, add the appropriate preservative, analyze the samples according to the requirements of 40 CFR 141.25, and electronically report the results to MDH. The initial contracts will begin on January 1, 2002, for a period of two years with an option to extend for up to three more years. **Proposals must be received by 4:00 p.m., November 9, 2001.**

For a copy of the Request for Proposals, contact:

Richard D. Clark
Drinking Water Protection
Environmental Health Division
P.O. Box 64975
St. Paul, Minnesota 55164-0975
Phone: (651) 215-0747
Email: richard.d.clark@health.state.mn.us
or go to: www.health.state.mn.us/divs/eh/dwp/RadsRFP.html

Minnesota Historical Society

Request for Bids for Construction of an Interpretive Center Addition and Related Site Work Charles A. Lindbergh Historic Site

S.P. 94-595-08: Minn. Proj. No. MHS MUSM (006)

The Minnesota Historical Society is seeking bids from qualified firms and individuals for Construction of an Interpretive Center Addition and Related Site Work at the Charles A. Lindbergh Historic Site, Little Falls, Minnesota.

A **MANDATORY PRE-BID MEETING** will be held at the Charles A. Lindbergh Historic Site 10:00 a.m., Local Time, on Monday, October 1, 2001. The Request for Bids is available by calling or writing Chris M. Bonnell, Contracting Officer, Minnesota Historical Society, 345 Kellogg Boulevard West, St. Paul, MN 55102. **Phone:** (651) 297-5863, **email:** chris.bonnell@mnhs.org

Bids must be submitted in the format that will be described in the Request for Bids. Sealed bids must be received by Chris M. Bonnell, Contracting Officer, or an authorized agent, at the Minnesota Historical Society, 345 Kellogg Boulevard West, St. Paul, MN 55102 by **2:00 p.m., Local Time, on Tuesday, October 9, 2001.** Late bids will not be accepted.

Minimum wage rates to be paid by the Contractors have been predetermined and are subject to the Work Hours Act of 1962, P.L. 87-581 and implementing regulations.

READ CAREFULLY THE WAGE SCALES AND DIVISION A OF THE SPECIAL PROVISIONS AS THEY AFFECT THIS/THESE PROJECT/PROJECTS

The Minnesota Department of Transportation hereby notifies all bidders:

- in accordance with Title VI of the Civil Rights Act of 1964 (Act), as amended and Title 49, *Code of Federal Regulations*, Subtitle A Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded maximum opportunity to participate and/or to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, disability, age, religion, sex or national origin in consideration for an award;
- in accordance with Title VI of the Civil Rights Act of 1964 as amended, and Title 23, *Code of Federal Regulations*, Part 230 Subpart A-Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (including supportive

State Contracts

services), it will affirmatively assure increased participation of minority groups and disadvantaged persons and women in all phases of the highway construction industry, and that on any project constructed pursuant to this advertisement equal employment opportunity will be provided to all persons without regard to their race, color, disability, age, religion, sex or national origin;

- in accordance with the Minnesota Human Rights Act, *Minnesota Statute* 363.03 Unfair discriminatory Practices, it will affirmatively assure that on any project constructed pursuant to this advertisement equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age;
- in accordance with the Minnesota Human Rights Act, *Minnesota Statute* 363.073 Certificates of Compliance for Public Contracts, and 363.074 Rules for Certificates of Compliance, it will assure that appropriate parties to any contract entered into pursuant to this advertisement possess valid Certificates of Compliance. If you are not a current holder of a compliance certificate issue by the Minnesota Department of Human Rights and intend to bid on any job in this advertisement you must contact the Department of Human Rights immediately for assistance in obtaining a certificate.

The following notice from the Minnesota Department of Human Rights applies to all contractors:

“It is hereby agreed between the parties that *Minnesota Statutes*, section 363.073 and *Minnesota Rules*, parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based on this specification or any modification of it. A copy of *Minnesota Statute* 363.073 and *Minnesota Rules*, parts 5000.3400 to 5000.3600 is available upon request from the contracting agency.”

“It is hereby agreed between the parties that this agency will require affirmative action requirements be met by contractors in relation to *Minnesota Statutes* 363.073 and *Minnesota Rules* 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (*Minnesota Statute* 363.073, Subd. 2 and 3).”

A minimum goal of 2.7% Good Faith Effort to be subcontracted to Disadvantaged Business Enterprises.

Dated: 17 September 2001

Minnesota Historical Society

Request for Bids for Mothball and Stabilization Building #17 and #18 Historic Fort Snelling

The Minnesota Historical Society is seeking bids from qualified firms to mothball and stabilize Building #17 and #18 at Historic Fort Snelling. The work is to protect the buildings from weather and vandalism. Work will include repairs of existing slate roofs, construction of a temporary shed roof structure over parts of existing buildings, removal of unnecessary mechanical equipment, repair and replacement of building soffits, fascias, gutters and downspouts, selective tuck pointing of brick masonry walls, and installation of window louvers for passive ventilation of the building.

A mandatory pre-bid meeting will be held at the Historic Fort Snelling site, in the Interpretive Center, at 1:00 p.m., Local time, on Wednesday, September 26, 2001.

The bidder shall indicate on the outside of the envelope the document is a “Sealed Bid” along with the Project Name and the Bidder’s Name. Sealed bids must be received by Chris M. Bonnell, Contracting Officer, or an authorized agent, at the Minnesota Historical Society, 345 Kellogg Boulevard West, St. Paul, Minnesota 55102 by **Thursday, October 4, 2001 at 2:00 p.m., Local Time**. Late bids will not be accepted.

Bidding Documents may be examined at the office of the architect for the project; LHB Engineers and Architects, 250 Third Avenue North, Suite 450, Minneapolis, MN 55401, and the following plan rooms:

- St. Cloud Builder Exchange
- Minneapolis Builders Exchange
- Rochester Builders Exchange
- Builders Exchange of St. Paul
- F. W. Dodge
- Construction Market Data

Copies of the Bidding Documents may be obtained at the Architects Office in accordance with the Instructions to Bidders upon deposit of the sum of \$75 refundable deposit and \$25 nonrefundable deposit for each set of documents.

The Owner reserves the right to reject any and all bids and to waive any informality in the bidding and to accept the bid that is the most advantageous to the Owner. No bid shall be withdrawn for a period of thirty days (30) days after the time set for receipt of bids.

Dated: 17 September 2001

Minnesota Legislature

Legislative Coordinating Commission

Contract Available for Project Manager for Electronic Real Estate Recording Task Force (ERERTF) Project

The Legislative Coordinating Commission (LCC) is soliciting proposals from qualified individuals and organizations interested in providing management services to coordinate and administer the activities of the Electronic Real Estate Recording Task Force (ERERTF).

All proposals must satisfy the criteria as outlined in the full text of the Request For Proposal.

For a copy of the full text of the Request For Proposal, please contact:

Greg Hubinger, Director
Legislative Coordinating Commission
85 State Office Building
100 Constitution Avenue
St. Paul, Minnesota 55155
Phone: (651) 296-2963

The full text of the Request for Proposal may also be viewed at this **Website:** www.commissions.leg.state.mn.us/lcc/projectmanager.pdf

Proposals must be received by October 3, 2001, at 3:00 p.m., CDT. No late proposal will be accepted. All expenses incurred in responding to this notice shall be borne by the responder.

This Request For Proposal is substantially the same as the RFP announced in the August 27, 2001 *State Register*. However, substantial changes have been made in part 4, Compensation, and parts 2.1.3 (j) and (k), part 3.4 and part 5.6, with ancillary timeline changes in the proposal evaluation process.

Department of Natural Resources

Request for Proposals for Consulting Engineering Services on Red River State Recreation Area Campground Construction

File No: SRA00309.00.21.02

Req. No: P-01-19

The Minnesota Department of Natural Resources Bureau of Facilities and Support Services and Division of Parks and Recreation request proposals from interested consulting engineering firms for professional services in relation to the preparation of construction plans and specifications for construction in the campground at the Red River State Recreation Area in East Grand Forks. The campground is located in the flood plain of the Red River of the North. All work to be constructed shall include 'flood proofing' measures to minimize start-up expense after a flood event as well as measures to isolate the campground from city systems.

The scope of the design services are: civil engineering for water supply to and waste disposal from 3 sanitation buildings, study of and recommendation for abandonment of existing utilities, and storm water retention and disposal; electrical engineering for power supply to 3 sanitation buildings and approximately 100 campsites.

Final Plans shall be submitted to the DNR by January 31, 2002. Plan review process shall include conceptual, preliminary and final plan review.

State Contracts

Project Information and Background

The goal of this project is to provide recreational opportunities for area visitors. It is the objective of this project is to construct a campground with sanitation facilities in the new Red River State Recreation Area. Conceptual design of the campground layout and location of sanitary facilities has been completed by the Bureau of Facilities and Operations Support.

Scope of Services

You are asked to provide services identified as follows:

- A. Preparation of Plans and Specifications for construction of water supply, waste disposal, building and campsite electrical supply and storm water retention and disposal including the following:
 - Meet and confer with Bureau and Parks Staff to discuss design options and design schedule prior to commencement of design;
 - Utilize existing topographic surveys, conceptual designs and utility maps available from DNR to facilitate design;
 - Provide plans and specifications to DNR for bidding;
 - Copy DNR Regional Engineer with all correspondence.
- B. Provide construction inspection and contract administration to include:
 - Attend pre-construction, mid-construction and final inspection meetings.
 - Review and approve shop drawings and submittals during construction phase;

Key Deliverables

- Complete final certified construction plans on 11" x 17" mylar paper. Electronic files in AutoCadd Release 14
- Specifications in MS-Word 97 or Word Perfect format.

Items to be provided by MnDNR

Information available from the DNR includes:

- Names, addresses, phone and fax numbers, and e-mail addresses of the personnel described above;
- Site visitation is encouraged. Arrangements can be made to have someone available to show the consultant the site.

Proposal Submittal and Questions

All proposals must be received no later than **3:00 p.m., October 12, 2002** as indicated by a time stamp made by the Regional Business Office at the address stated below. Late proposals will not be considered.. Submit 4 copies of the proposal.

Request for information listed, questions on and submittal of this Proposal shall be directed to:

John Filardo P.E.
Regional Engineer
Mn DNR
2115 Birchmont Beach RD NE
Bemidji, MN 56601
Phone: (218) 755-3641

Dated: 5 September 2001

Minnesota Pollution Control Agency

Notice of Request for Proposal (RFP) for Consultant Services to Develop Permits and Other Technical Services Under the Expedited Permit Program

NOTICE IS HEREBY GIVEN that the Minnesota Pollution Control Agency is seeking the professional and technical services of a consultant to provide permit writing and other services for stationary sources requiring permits or requesting regulatory approval under the Expedited Permit Program.

The 2001 Minnesota Legislature passed a law enabling the MPCA to expand the scope of the Expedited Permit Program. In addition to air quality projects, the MPCA would be able to accept reimbursements from applicants for the purpose of expediting the review and issuance of water quality, hazardous waste, aboveground storage tank, and solid waste projects.

Services include review of permit applications and related materials for completeness; review of existing permit conditions and compliance history; technical, engineering and/or hydrologic review; facility visits; review of compliance determination methods and schedules; preparation of draft permit documents and coordination with other MPCA staff for consistency; negotiation of draft permit conditions with Permittees; preparation of public notices, response to comments, facilitation of discussion at public informational meetings and presentations at MPCA Citizen's Board Meetings, if necessary; preparation of other supporting documents or approvals; and preparation of final permits for issuance. The selected contractor(s) will work as part of a team with MPCA staff, under the direction and supervision of MPCA staff.

Prospective contractors may request a copy of the complete RFP, by writing or calling:

Dan Sullivan
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194
Phone: (651) 296-7600
Email: daniel.sullivan@pca.state.mn.us

Prospective contractors may submit proposals for any or all types of projects for stationary sources (air quality, water quality, hazardous waste, aboveground storage tank and solid waste). **Proposals are due no later than 2:00 p.m., on November 5, 2001.** No late proposals will be considered.

Dated: 17 September 2001

Karen A. Studders
Commissioner
Minnesota Pollution Control Agency

Minnesota Zoological Gardens

Notice of Availability of Contract for Tiger 2002 Interpretive Program Project

The Minnesota Zoological Garden is requesting proposals to design, fabricate and install interpretive elements for year-round outdoor and semi-enclosed exhibit viewing areas. The text and required message content for each interpretive zone will be provided. Illustrations, photographs, design and layout elements, as well as 3-dimensional props and interactive components, need to be developed by the selected vendor for this project. All interpretive graphic panels should be durable, tamper resistant and have a guarantee of ten years protection from UV deterioration. Installation of interpretive graphic panels and other interpretive program elements are also to be completed by the selected vendor for this project with advice and cooperation from the Minnesota Zoo staff. This project will require frequent communication and consultation with Minnesota Zoo staff to insure coordination with physical exhibit improvements, animal husbandry issues, interpretive messages, design approval and installation. The project budget is estimated at \$225,000 to \$250,000.

Work is to start after October 12, 2001.

A Request for Proposals will be available by mail from this office through October 21, 2001. A written request (by direct mail or fax) is required to receive the Request for Proposals. After October 1, 2001, the Request for Proposals must be picked up in person.

The Request for Proposals can be obtained from:

Lars Erdahl
Director of Education
Minnesota Zoo
13000 Zoo Boulevard
Apple Valley, MN 55124
Phone: (952) 431-9222
Fax: (952) 431-9367

Proposals submitted in response to this Request for Proposals in this advertisement must be received at the address above **no later than 2:00 p.m., CDT on October 15, 2001.** Late proposals will not be considered.

This request does not obligate the State to complete the work contemplated in this notice. The State reserves the right to cancel this solicitation. All expenses incurred in responding to this notice are solely the responsibility of the responder.

Non-State Contracts & Grants

The *State Register* also serves as a central marketplace for contracts let out on bid by the public sector. The *State Register* meets state and federal guidelines for statewide circulation of public notices. Any tax-supported institution or government jurisdiction may advertise contracts and requests for proposals from the private sector. It is recommended that contracts and RFPs include the following: 1) name of contact person; 2) institution name, address, and telephone number; 3) brief description of project and tasks; 4) cost estimate; and 5) final submission date of completed contract proposal. Allow at least three weeks from publication date (four weeks from date article is submitted for publication). Surveys show that subscribers are interested in hearing about contracts for estimates as low as \$1,000. Contact the editor for further details.

Metropolitan Council

Notice of Two-Step Solicitation Process 30-Foot Low-Floor Model Transit Buses

Solicitation No. 01P100

NOTICE IS HEREBY GIVEN that the Metropolitan Council is soliciting proposals from manufacturers to provide thirteen (13) 30-foot low-floor model transit buses with an option for twenty (20) additional buses over a period of three years (through December 2005).

The solicitation will be conducted in a two-phase process. In the pre-qualification phase, all prospective offerors must submit a technical proposals and a separate, sealed price proposal. Upon evaluation, a competitive range will be established and sealed bids will be requested in the form of Best and Final Offers (BAFOs). All proposals must be submitted in accordance with the Solicitation Package. The tentative schedule for this procurement process is:

<i>Solicitation Package Release Date</i>	September 14, 2001
<i>Teleconference Pre-Proposal Date</i>	September 26, 2001
<i>RSVP for Teleconference Due</i>	September 20, 2001
<i>Proposal Due Date</i>	October 15, 2001

All firms interested in this project should request a copy of the solicitation through:

Amanda Petersen, Administrative Assistant, Contracts and Procurement Unit
Metropolitan Council
Mears Park Centre
230 East Fifth Street
St. Paul, MN 55101
Phone: (651) 602-1585
Fax: (651) 602-1138
Email: amanda.petersen@metc.state.mn.us

Please provide contact point; complete company name; address/city/state/zip along with phone/fax/mobile/cell phone and pager numbers as well as email information if you wish to be placed on the Solicitation List. **All inquiries** regarding this procurement shall be directed by **email** to: mary.demers@metc.state.mn.us

The Metropolitan Council provides mass transit bus services to the Twin Cities of Minneapolis/St. Paul metro and outlying areas. The buses will be supplied to contract providers for use on contract routes outside of the Metro Transit system through its Transportation and Transit Development Division. *Minnesota Statutes*, Section 473.144 and 363.073 and *Minnesota Rules*, Part 5000.3400 to 5000.3600 will be incorporated into any contract based upon the Proposal or any modifications to it.

University of Minnesota

Notice of Bid Information Service (BIS) Available for All Potential Vendors

The University of Minnesota offers 24 hour/day, 7 day/week access to all Request for Bids/Proposals through its web based Bid Information Services (BIS). Subscriptions to BIS are \$75/year. Visit our web site at bidinfo.umn.edu or call the BIS Coordinator at (612) 625-5534.

Requests for Bids/Proposals are available to the public at no charge each business day from 8:00 a.m. to 4:30 p.m. in Purchasing Services lobby, Suite 560, 1300 S. 2nd Street, Mpls., MN 55454.

Available at Minnesota Bookstore

Order form on back page

The Pheasant in Minnesota

A fascinating "magazine" devoted to the ring-neck pheasant. Included is the history of the bird, its origin, development and introduction to this region. Color photos, softcover, 48pp. **Stock No. 9-13 \$5.95 + shpg. & sales tax**

Dressing & Cooking Wild Game

Now that you've "bagged your catch", what do you do with it? This book offers clear instructions along with color photos to walk you step-by-step from field dressing and transport to hanging, skinning, butchering, dressing, "clean-up" and freezing. With the hard work out of the way, then cook up one of the mouth-watering recipes for cooking big and small game, upland game birds, and waterfowl. Hardcover, 160pp. **Stock No. 19-38 \$19.95 + shpg. & sales tax**

651.297.3000 * 800.657.3757

Mon-Fri 8am-5pm

www.minnesotasbookstore.com

It's Hunting Season!



Hunter's Field Guide

This popular *Outdoor Life* field guide offers practical advice on how to be a safe, successful and responsible hunter. Through easy-to-read illustrations and text, learn tips on: treating common injuries, reloading shot gun shells, the basics of bow hunting, how to hold and carry a muzzle-loader, recommended shot and target range for various game, and much more. Great tool for the beginner as well as the experienced hunter. Softcover, 194pp. **Stock No. 19-31 \$5.99 + shpg. & sales tax**

Hunter Education Training Course

Great tool for teaching the beginner the key to safe, successful hunting. This course includes the Hunter's Field Guide (described above), a Workbook and a Safety video. Excellent refresher for the experienced hunter, too! **Stock No. 19-111 ONLY \$14.99 + shpg. & sales tax**

Animal Tracks of Minnesota & Wisconsin

Great drawings and quick reference captions provide a solid picture of more than 60 different mammals, birds and reptiles of our area. Truly pocket-sized, this field guide identifies animal tracks charting the size of fore prints and hind prints, stride and straddle patterns, and descriptive information about the creature's behavior. Softcover, 160pp. **Stock No. 9-72 \$6.95 + shpg. & sales tax**

Hunting and Wildlife Guides



Celebrating our Rural Heritage



Death of the Dream: Farmhouses in the Heartland

Death of the Dream tells the story of America's rural past and a forgotten lifestyle-- the vanishing farmhouse of the Midwest and the rich lives that were lived in them. Trace the evolution of the classic farmhouse --from its humble origins through the high tech present-- and learn about the impact that changing economies have had on lives of midwestern farm families. 87 illustrations, including 72 tritone photo plates. Softcover, 128pp. **Stock No. 19-19 \$24.95 + shipping & sales tax**

Small Town Minnesota: A to Z

Author and photographer Tony Andersen toured Minnesota focusing on 26 communities - one for each letter in the alphabet - that are home to less than 1,000 residents. Follow along with Tony as he writes of the generosity and friendly curiosity of the people on the rural landscape and be reminded of the beauty a small town offers through 160 color photographs. **Stock No. 19-2 \$24.95 + shipping & sales tax**

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