

**MONTEVIDEO PUBLIC SCHOOLS
SPECIAL SCHOOL BOARD MEETING
June 28, 2010 – 7:00 a.m.**

ROUTINE BUSINESS ITEMS:

Call to Order/Pledge of Allegiance: A special meeting of the board of education was called to order by Chairman Lipps at 7:00 a.m. on June 28, 2010.

Roll Call: Members present were Wohlhuter, Lipps, Balken, Stenson, Kluber. Member absent was Christensen. Others Present: Student Representative Frazier, Superintendent Heller, Principal Bergeson, Principal Vatthauer, Dean of Students Lieber, Deb Monahan, Sherry Norby and the media.

Explanation of the Call: Superintendent Heller will explain that the Call of the meeting is to have an end-of-year meeting and to take action on a number of items which cannot be delayed until August.

Amendment and/or Approval of Agenda: Motion by Mr. Balken and seconded by Mr. Wohlhuter to approve the agenda, as per the Call of the meeting, as amended. Motion carried.

Consent Agenda

Bills

Personnel

Resignations: Patti Schmitt – MMS Teacher Assistant

Recall of Licensed Teachers

Monica Stueck – 1.0 FTE
Ralph Heidorn - .357 FTE

SW/WC Service Cooperative Contract

Psychologist	\$81,955.00
Speech/Language Pathologist	19,550.00
Physical Therapy	46,144.00
Special Ed. Resource Library	7,355.95

Annual Designations

- Dr. Luther Heller, Superintendent of Schools, or his designee, the authority to invest surplus funds.
- Klein Bank of Montevideo, Minnwest Bank of Montevideo, Coop Credit Union of Montevideo, PMA, and the MSDLAF of Minneapolis as depositories for surplus funds.
- Set the monthly payday as the 20th of each month or if the 20th falls on a weekend or break, the last working day before the 20th.
- Set mileage rate at the current IRS rate
- MinnWest Bank – payroll; Klein Bank – finance, petty cash, flex benefit
- Montevideo American-News as the official newspaper
- Dr. Luther Heller, Superintendent of Schools, or his designee, the authority to initiate electronic transfers

Approval of Health and Safety Application: In accordance with Minnesota Statutes section 123B.57 Subd. 1(a) the intent of this document is to satisfy the requirement for districts to submit their health and safety program application including hazardous substance removal, fire and life safety code repairs, Labor and Industry regulated facility and equipment violations, and health, safety, and environmental management, including indoor air quality management.

Set Board Stipends and Meeting Rates: Regular Meeting - \$60 (\$80-Chair); Special Meetings and Committee Meetings - \$30 (\$40-Chair); Negotiations Committee Meetings - \$60

Set the Regular School Board Meeting Dates and Times: Second Monday of the month at 7:30 p.m. (excluding July).

Motion by Mrs. Kluber and seconded by Mr. Stenson to approve the consent agenda as presented. Motion carried.

Address the Board: Ellen Moore and members of the Music Boosters presented their proposal and answered questions.

DISCUSSION ITEMS:

Fair Booth: The majority of the Board members and Dr. Heller were not available during the dates of the fair, so the school district will not have a booth at the fair this year.

ACTION ITEMS:

Student Fees & Charges: Motion by Mrs. Kluber and seconded by Mr. Stenson to approve the Student Fees & Charges as presented. Motion carried.

Phone System: Motion by Director Mr. Wohlhuter and seconded by Mr. Balken to approve the purchase of a new phone system as per the quote from Bennett. Motion carried.

Infant and Toddler Care Program: The Board discussed this proposal and wishes to continue to look into this possibility, but wants to wait for a few months.

Music Boosters Request: The Board directed the administration to continue to meet with the Music Boosters to discuss options as to the use of the money that the Music Boosters has secured through donations and pledges.

EXECUTIVE SESSION

Action Entering and Leaving Executive Session:

Motion by Mr. Stenson and seconded by Mr. Balken to go into Executive Session at 7:59 a.m. for the purpose of discussing Administrative Team Job Performance proposals. Motion carried.
Motion by Mr. Balken and seconded by Mr. Stenson to come out of Executive Session at 8:18 a.m. Motion carried.

Summarization of Executive Session: Chairman Lipps summarized executive session as having dealt with the discussion of potentially adding a "performance provision" to the principals' contracts.

Action required: No Action

ADJOURNMENT:

Approve Motion to Adjourn: Motion by Mrs. Kluber and seconded by Mr. Stenson to adjourn at 8:19 a.m. Motion carried.

Maggie Kluber,
Acting Clerk

(July 8, 2010)

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in conditions of the following described mortgage:

DATE OF MORTGAGE: September 6, 2007

MORTGAGORS: Andrew R. Kinman and Shantel A. Birhanzi, both single.

MORTGAGEE: JPMorgan Chase Bank, N.A.

DATE AND PLACE OF RECORDING: Recorded September 7, 2007, Chippewa County Recorder, Document No. A000272695.

ASSIGNMENTS OF MORTGAGE: Assigned to: Chase Home Finance LLC, Dated: June 4, 2010.

TRANSACTION AGENT: NONE

TRANSACTION AGENT'S MORTGAGE IDENTIFICATION NUMBER ON MORTGAGE: NONE

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON MORTGAGE: JPMorgan Chase Bank, N.A.

RESIDENTIAL MORTGAGE SERVICER: Chase Home Finance LLC

MORTGAGED PROPERTY ADDRESS: 716 North 3rd Street, Montevideo, MN 56265

TAX PARCEL I.D. #: 70-330-0450

LEGAL DESCRIPTION OF PROPERTY:

The South 5 feet of Lot 4 and the North 40 feet of Lot 5, in Block 4 of Nelson's Second Addition to Montevideo, according to the duly recorded Plat thereof on file and of record in the Office of the County Recorder in and for Chippewa County, Minnesota.

COUNTY IN WHICH PROPERTY IS LOCATED: Chippewa

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$80,500.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$83,241.41

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; That no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: August 12, 2010 at 11:00 AM

PLACE OF SALE: Sheriff's Office, Chippewa County Courthouse, Front Entrance, Montevideo, MN

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to

redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns unless reduced to Five (5) weeks under MN Stat. §580.07.

TIME AND DATE TO VACATE PROPERTY: If the real estate is an owner-occupied, single-family dwelling, unless otherwise provided by law, the date on or before which the mortgagor(s) must vacate the property if the mortgage is not reinstated under section 580.30 or the property is not redeemed under section 580.23 is 11:59 p.m. on February 14, 2011.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: None

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: June 14, 2010.

Chase Home Finance LLC Mortgagee/Assignee of Mortgagee

USSET, WEINGARDEN AND LIEBO, P.L.L.P.

By: Paul A. Weingarden Attorneys for Mortgagee/Assignee of Mortgagee

4500 Park Glen Road #300 Minneapolis, MN 55416 (952) 925-6888

30-8512 1065075074

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

(June 24, July 1, 8, 15, 22, 29, 2010)

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: 09/30/2005

MORTGAGOR(S): Rachel D. Bauman, a single woman,

Carl A. Muenchow, a single man.

MORTGAGEE: KleinBank dba KleinMortgage

SERVICER: US Bank Home Mortgage

MORTGAGE ID #: NA

DATE AND PLACE OF RECORDING: Recorded October 04, 2005, Chippewa County Recorder, Document No. A000266466.

ASSIGNMENTS OF MORTGAGE: Assigned to: Minnesota Housing Finance Agency Dated: September 30, 2005, Recorded October 04, 2005, Chippewa County Recorder, Document No. A000266467.

LEGAL DESCRIPTION OF PROPERTY: Commencing at the Southwest corner of Section Nine (9) in Township One Hundred Nineteen (119) North of Range Forty (40) West, and running thence North on the Section line three (3) chains and fifty (50) links which is the point of beginning; thence North on the section line a distance of five (5) chains and twenty-five (25) links; thence East parallel with the South line of said Section Nine (9) a distance of five (5) chains and seventy-one (71) links to a point; thence South parallel with the West line of said Section Nine (9) a distance of five (5) chains and twenty-five (25) links; thence West parallel with the South line of Section Nine (9) a distance of five (5) chains and seventy-one (71) links to a point of beginning, containing three (3) acres, more or less.

TAX PARCEL NO.: 10-009-3301

ADDRESS OF PROPERTY: 7010 50th Ave NW Montevideo, MN 56265

COUNTY IN WHICH PROPERTY IS LOCATED: Chippewa

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$67,467.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$67,579.10

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: Tuesday, July 27, 2010, 11:00 a.m.

PLACE OF SALE: Entrance to Sheriff's Office, Chippewa County Courthouse, Front Entrance, Montevideo, MN

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to

Entrance to Sheriff's Office, Chippewa County Courthouse, City of Montevideo

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 6 months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is 02-27-2011 at 11:59 p.m. If the foregoing date is a Saturday, Sunday or legal holiday, then the date to vacate is the next business day at 11:59 p.m.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED."

Dated: May 26, 2010

Minnesota Housing Finance Agency

Assignee of Mortgagee Peterson, Fram & Bergman, P.A.

By: Michael T. Oberle Attorneys for: Minnesota Housing Finance Agency

Assignee of Mortgagee 55 E. 5th St., Suite 800 St. Paul, MN 55101 (651) 291-8955

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(June 24, July 1, 8, 15, 22, 29, 2010)

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: 09/30/2005

MORTGAGOR(S): Robert Macziewski and Julie Macziewski, husband and wife.

MORTGAGEE: Chase Bank USA, NA

SERVICER: Chase Home Finance, LLC

MORTGAGE ID #: N/A

DATE AND PLACE OF RECORDING: Recorded November 17, 2005, Chippewa County Recorder, Document No. 000266917.

ASSIGNMENTS OF MORTGAGE: Assigned to: JP Morgan Chase Bank, NA Dated: June 17, 2010.

LEGAL DESCRIPTION OF PROPERTY: The real property in Chippewa County, Minnesota, described as follows:

That part of Sublot "D" in Subdivision of Block 3 - Mettlings Second Addition to Montevideo, described as follows, to-witt:

Beginning at a point 120 feet West of the Southeast corner of Sublot "D" of said Subdivision; running thence North 120 feet; thence East 60 feet; thence South 120 feet; thence West 60 feet to the place of beginning, according to the duly recorded plat thereof on file and of record in the office of the County Recorder in and for Chippewa County, Minnesota.

TAX PARCEL NO.: 70-290-0340

ADDRESS OF PROPERTY: 609 Black Oak Avenue Montevideo, MN 56265

COUNTY IN WHICH PROPERTY IS LOCATED: Chippewa

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$44,000.00

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE, INCLUDING TAXES, IF ANY, PAID BY MORTGAGEE: \$45,139.24

That prior to the commencement of this mortgage foreclosure proceeding Mortgagee/Assignee of Mortgagee complied with all notice requirements as required by statute; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: Tuesday, August 31, 2010, 11:00 a.m.

PLACE OF SALE: Entrance to Sheriff's Office, Chippewa County Courthouse, City of Montevideo

to pay the debt then secured by said Mortgage, and taxes, if any, on said premises, and the costs and disbursements, including attorneys' fees allowed by law subject to redemption within 6 months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

DATE TO VACATE PROPERTY: The date on or before which the mortgagor must vacate the property if the mortgage is not reinstated under Minnesota Statutes section 580.30 or the property redeemed under Minnesota Statutes section 580.23 is 02-28-2011 at 11:59 p.m. If the foregoing date is a Saturday, Sunday or legal holiday, then the date to vacate is the next business day at 11:59 p.m.

MORTGAGOR(S) RELEASED FROM FINANCIAL OBLIGATION ON MORTGAGE: NONE

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Dated: June 29, 2010

JP Morgan Chase Bank, NA Assignee of Mortgagee Peterson, Fram & Bergman, P.A.

By: Michael T. Oberle Attorneys for: JP Morgan Chase Bank, NA Assignee of Mortgagee 55 E. 5th St., Suite 800 St. Paul, MN 55101 (651) 291-8955

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

(July 8, 15, 22, 29, August 5, 12, 2010)

to Sheriff's Office, Chippewa County Courthouse, City of Montevideo

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Dated: June 29, 2010

JP Morgan Chase Bank, NA Assignee of Mortgagee Peterson, Fram & Bergman, P.A.

By: Michael T. Oberle Attorneys for: JP Morgan Chase Bank, NA Assignee of Mortgagee 55 E. 5th St., Suite 800 St. Paul, MN 55101 (651) 291-8955

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SERVICER: Chase Home Finance, LLC

MORTGAGE ID #: N/A

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