



**SPECIAL MEETING OF THE BOARD OF EDUCATION
June 29, 2026**

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE BOARD OF EDUCATION OF THE IDABEL PUBLIC SCHOOL DISTRICT I-005, MCCURTAIN COUNTY, OKLAHOMA WILL BE HELD IN THE BOARD CONFERENCE ROOM, AT THE ADMINISTRATIVE BUILDING, 200 N.E. AVENUE C ON _____ DAY OF _____, 2026, AT _____ P.M. WITH THE FOLLOWING ITEMS TO BE CONSIDERED:

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given of the agenda for a special meeting of the Board of Education of the Idabel Public School District I-005

1. **OPENING: CALL TO ORDER AND ROLL CALL OF MEMBERS**
 - A. **PRESIDENT: DONNY BUTLER**
 - B. **VICE-PRESIDENT: ERIC NUBER**
 - C. **CLERK: MADDIE BRILEY**
 - D. **MEMBER: SHARON HILL-WOOTEN**
 - E. **MEMBER: CATHY LIGHTSEY**
2. **DISCUSSION AND POSSIBLE VOTE TO ADOPT A RESOLUTION DECLARING AN EMERGENCY UNDER THE PUBLIC COMPETITIVE BIDDING ACT OF 1974 RESULTING FROM FLOODING AND STORM DAMAGE OCCURRING ON OR ABOUT JUNE 23, 2026 THROUGHOUT THE DISTRICT'S CAMPUSES LOCATED AT 200 NE AVE C, IDABEL, OKLAHOMA, 100 NE AVE D, IDABEL, OKLAHOMA, 901 LINCOLN RD., IDABEL, OKLAHOMA, 206 SE AVE F, IDABEL; OKLAHOMA, 1212 SE TYLER, IDABEL, OK; AND, 3 NE 7TH ST., IDABEL, OKLAHOMA.**
3. **DISCUSSION AND POSSIBLE VOTE TO APPROVE SUCH CONTRACTS AND TO TAKE SUCH ACTIONS AS MAY BE IMMEDIATELY NECESSARY IN RESPONSE TO EMERGENCY CONDITIONS RESULTING FROM FLOODING OCCURRING AT THE DISTRICT'S CAMPUSES ON OR JUNE 23, 2026.**
4. **VOTE TO APPROVE OR DISAPPROVE ENCUMBERANCES.**
5. **DISCUSSION AND POSSIBLE VOTE TO APPROVE LEASE/PURCHASE AGREEMENT WITH IDABEL NATIONAL BANK FOR WEIGHT ROOM EQUIPMENT.**
6. **VOTE TO ADJOURN**

NAME OF PERSON POSTING THIS NOTICE:

VETA BURDINE, MINUTES CLERK

Notice of this meeting was filed with the McCurtain County Clerk on the _____ day
of _____, 2026

THIS AGENDA WAS POSTED AT _____ PM, _____, 2026 IN THE FRONT
WINDOW OF THE ADMINISTRATION BUILDING.



COMMERCIAL EMERGENCY WORK AUTHORIZATION

The person(s) named below hereby authorize [entity, CK Restoration LLC],
d/b/a SERVPRO® of Muskogee

("Provider"), to provide services to the property described below ("Property"). **The attached "Terms and Conditions" are a part of this authorization and are agreed to by both parties. If the person(s) named below are not the legal owner of the Property, they represent that they are legally authorized to act on behalf of the Owner with respect to the Property.**

WORK: The parties agree that the cost of the work will be in accordance with the scope of work and priced using line-item charges or time and materials billing (as applicable), plus any change orders approved by Owner and Provider. For time and materials billing, a rate sheet will be provided as an attachment. Owner agrees that the job is limited to the work set forth in Provider's scope of work, provided that the scope of work shall also include any additional work requested by Owner and agreed to as described under "Addition/Deletion of Work" in the Terms and Conditions below.

This Work Authorization, along with all attachments, agreed estimates or scope of work, supplemental estimates, and change orders shall constitute the entire agreement between Owner and Provider.

Owner agrees that any portion of work, including without limitation deductibles, betterment, depreciation, or additional work requested by Owner, not covered by insurance (where applicable) must be paid by Owner in accordance with this agreement, including the attached Terms and Conditions. **Although Provider will assist Owner in seeking reimbursement of the costs of the work from Owner's insurer (if applicable), Owner is responsible for payment to Provider of the full costs included in the scope of work.** Owner understands and acknowledges that Provider is a separate legal entity that has no connection with Owner's insurance company or its adjuster, and that Owner alone has the authority to authorize Provider to engage services set forth in this agreement.

CAUSES BEYOND CONTROL: Provider shall not be liable for any delay due to circumstances beyond the control of Provider including, but not limited to, flood, fire, strikes or other labor difficulty, act of God, casualty, unavailability of materials, weather conditions, building department requests, intervention by governmental authority, civil disturbance, sabotage, fuel or energy shortage, transportation delay, equipment breakdown, natural catastrophes, inability to obtain necessary labor, materials or manufacturing facilities, or any other cause beyond Provider's reasonable control.

CONSENTS AND PERMITS: Federal, state, provincial, or local permits or consents required for the performance of the scope of work are the responsibility of the Owner; however, if made a part of the scope of work, Provider may obtain such permits and consents at Owner's expense. Provider and Owner will comply with all applicable governmental regulations, statutes, laws, and ordinances.

LABOR: General labor, also known as temporary labor or day labor, may be subject to prevailing wage and local labor market conditions, such as union rates or a major metropolitan multiplier.

PAYMENT: Insurance company for the property is OSIG and Owner irrevocably directs such insurer to pay all proceeds due Provider as payment under any applicable policy or policies directly to Provider. **Owner will instruct Owner's insurer to make checks payable to "[entity, if applicable], d/b/a SERVPRO® of Muskogee."** Owner shall, upon request of Provider, promptly (within 24 hours unless another time is agreed to by the parties) forward Provider's estimate to Owner's insurer or otherwise make demand for payment of Owner's claim. Owner will provide all reasonable cooperation to Provider upon Provider's request to facilitate processing and payment of Owner's claim by the insurer. Owner agrees to promptly (within 24 hours unless another time is agreed to by the parties) endorse and provide to Provider any payment or check relating to the work hereunder if made payable to Owner or Owner and Provider jointly. **Owner will also pay Owner's insurance deductible before commencement of work unless otherwise agreed upon.** Any insurance payment may, if reasonably directed by Provider, be made to a lender or into an escrow account in a bank acceptable to Provider, for disbursement by a series of draws.

Owner agrees that [my insurance company] may pay any insurance proceeds to Company's Franchisor, Servpro Industries, Inc., for payment to Provider.

Initial of Owner AB

PERFORMANCE: In the event Provider has not received payment for work, or other reasonable assurance satisfactory to Provider that the full amounts of any invoice or supplemental invoice will be paid by Owner or Owner's insurer, Provider may suspend or cease performance of the work hereunder until such time as payment or assurances satisfactory to Provider are received by Provider. Notwithstanding any other provision of this Work Authorization, Provider shall have no responsibility or liability to Owner or any third party for any losses, damages, or claims that may arise due to suspension or cessation of work under this paragraph.

ENVIRONMENTAL CONDITIONS: Provider's scope of work hereunder shall not include the identification, detection, abatement, encapsulation, or removal of any hazardous substances. If Provider discovers any potential hazardous substances during the course of its work hereunder, it shall have the right to discontinue its work until such hazardous conditions are evaluated, removed, or otherwise remediated, and the time allotted Provider for completion of its work shall be extended for the period of time such hazardous conditions continue to exist. Provider shall have no obligation to remove or otherwise remediate such hazardous substances. Mold remediation, if any, must be set forth in the scope of work and must be directed by an Industrial Hygienist protocol and clearance testing.

JURISDICTION AND GOVERNING LAW: The parties hereby irrevocably consent to the jurisdiction of the state/providence or federal courts of the State/Providence of _____ in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or a breach of this Contract or any such document or instrument. This Contract shall be construed in accordance with the laws of the State/Providence of _____.

Remarks: _____

THIS AGREEMENT is made, entered into and effective this 24th day of June, 2026.

By and Between:

Company/Business Name: Idabel Independent School District 5
Property Street Address: 200 NE AVE C
Property City: Idabel
Property State/Providence: OK Zip: 74745
Owner Representative Name: _____
Owner Representative Signature: _____
Agreement Date: June 24th 2026

Franchise Legal Name: CK Restoration LLC
d/b/a SERVPRO® of Muskogee
Provider's Signature: [Signature]
Contractor's License # (if applicable): _____
Agreement Date: June 24th 2026

TERMS AND CONDITIONS

1. **Preexisting Deficiencies:** The work agreed to consist of the scope defined in this contract and does not cover preexisting deficiencies or required codes upgrades unless specifically stated.
2. **Access & Security:** The contract price is based on completion during normal working hours unless otherwise agreed, and Owner agrees to provide all necessary access to the jobsite as required until work is completed. Owner's key, telephone, electricity, water, toilet, and other necessary facilities to be made available to the Provider's personnel during the course of work, as necessary, and a lock box may be used. Provider may place a sign on the work site or Owner's property. Provider is not responsible for security of the jobsite, and therefore it is agreed that Provider shall have no responsibility for any damage, disappearance, or theft. Owner agrees to remove, store, or protect all such items that are left at the jobsite. Any valuables left on-site should be communicated to the Provider.
3. **Addition/Deletion of Work:** Any work deleted from the scope of work must be agreed to by both Owner and Provider in writing on a change order. In the event of deletion of work, upon payment to Provider, Owner will be reimbursed only for Provider's (or any subcontractor, if applicable) budgeted cost on said work. If deletion of work from the contract results in a net credit to Owner, the amount of the credit will be used to offset extra work or paid upon Provider's receipt of final payment. Any additional work will be at prices agreed to by the parties. If Owner requests additional work that is not covered by the insurance company, and Provider agrees to perform such work, a down payment of 50% of the cost of the additional work is required before starting the additional work. The balance will be due on completion of the additional work.
4. **Payments.** Payments not made in accordance with any agreed upon schedule or no later than 30 days after date of Provider's invoice (whether provided after substantial completion or otherwise), shall accrue interest thereon at the lower of (i) 1% per month (12% per annum), or (ii) the highest rate allowed by law, until paid.
5. **Termination.** In the event that a party shall fail to comply with any material term or condition of this agreement, then the other party may provide written notice of such default. Upon receipt of such notice, the party in default shall have ten (10) business days in which to cure such default. If such default is not cured within ten (10) business days after such notice, the other party may terminate this Agreement upon prompt written notice. If Provider terminates this agreement based upon Owner's default, Provider shall be paid all labor and material costs and expenses incurred as of the date of termination of the agreement, plus Provider's fee of 20 percent (20%) of the total entire scope of work price (i.e., as if the project had been completed), for overhead and profit.
6. **Dumpsters.** Owner acknowledges that damage may occur from placing a dumpster on lawns, soil, asphalt, or concrete during placement or pickup. Provider will not be responsible for any damage due to settling, rutting, staining, marring, or any other form of damage caused by the placement and pickup of the dumpster(s).
7. **No Verbal Agreements.** Any alleged or asserted verbal agreements are not binding by Provider or Owner.
8. **Insurance.** Owner shall maintain the Owner's usual liability insurance and Provider shall maintain comprehensive general liability insurance. Provider shall maintain workers' compensation insurance as required by law. Owner waives all claims, including but not limited to subrogation claims, against Provider to the extent the claims are covered by insurance. If the Owner purchases loss of use insurance, Owner waives all claims for loss of use against Provider.
9. **No Waiver.** Any waiver of a breach or default under this agreement shall not constitute a waiver for any subsequent breach or default. No single or partial exercise of any right, power, or privilege under this agreement shall preclude further exercise of the right, power, or privilege.
10. **Force Majeure.** Neither party shall be responsible for any delay in or failure of performance under this agreement due to any occurrence beyond its reasonable control, including without limitation work stoppages, natural disasters, fires, civil disobedience, riots, rebellions, acts of God, failure of a supplier or third party, or any other similar occurrences.
11. **Dispute Resolution.** All claims, disputes, and other matters in question arising out of, or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance except for legal actions by Provider to collect amount due from Owner, with the Restoration Industry Arbitration Rules of the American Arbitration Association then in force. All legal fees and expenses shall be awarded to the prevailing party in any arbitration proceeding; any arbitration will be conducted by a single arbitrator selected in accordance with applicable rules then in force.
12. **Roles and Responsibilities.** As a professional restorer, it is our job is to help determine the proper methods and materials to return your property to its pre-loss condition, to prepare an estimated cost to perform that work, and to properly manage the restoration process. As the Owner, it is your responsibility to understand and agree to the proposed scope of work and the terms of our agreement. If there is required work that you believe we have overlooked in our scope, it is your responsibility to bring that to our attention.
13. **Insurance (if applicable).** Your insurance adjuster is responsible to determine what is covered and what isn't covered under the policy, to make you an offer of settlement according to the terms of your insurance policy, and to promptly reimburse you for your loss according to the policy terms. Your insurance contract is between you and your insurer, and their duties and responsibilities under that contract (your policy), and under state law, are due to you. Our contract is with you and is based on a scope of work and estimate prepared for you and your insurance company and further described in our agreement. We will submit our invoice to your insurer as a courtesy; however, as our client, you are the responsible party.

Initial of Owner



IDABEL PUBLIC SCHOOLS

Purchase Order Register

Options: Year: 2025-2026, Fund(s): GENERAL FUND FOR OP, Date Range: 7/1/2025 - 6/30/2026, PO Range: 612 - 612

PO No	Date	Vendor No	Vendor	Description	Amount
612	06/25/2026	8688	SERVPRO OF DURANT	DISTRICT-INSURANCE DEDUCT.	50,000.00
Non-Payroll Total:					\$50,000.00
Payroll Total:					\$0.00
Report Total:					\$50,000.00

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE ISD NO. 5 OF MCCURTAIN COUNTY, STATE OF OKLAHOMA MET IN _____ SESSION AT IDABEL HIGH SCHOOL LIBRARY, 901 LINCOLN ROAD, IDABEL, OKLAHOMA, ON THE __ DAY OF _____ 2026, AT __:__.M.

MEMBERS PRESENT:

MEMBERS ABSENT:

(Other Proceedings)

THEREUPON, a resolution was introduced, and the title was read in full by the Superintendent. Member _____ moved passage of the resolution, and Member _____ seconded the motion. The motion, carrying with it the approval of said Resolution, was approved by the following vote:

AYE:

NAY:

The resolution so approved was as follows:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING A LEASE PURCHASE AGREEMENT BY AND BETWEEN ISD NO. 5 OF MCCURTAIN COUNTY, OKLAHOMA, AS LESSEE, AND IDABEL NATIONAL BANK, AS LESSOR, FOR THE ACQUISITION BY LEASE-PURCHASE OF EQUIPMENT AND OTHER PERSONAL PROPERTY; AUTHORIZING THE PRESIDENT, VICE-PRESIDENT, CLERK, DEPUTY CLERK AND OTHER OFFICIALS TO EXECUTE THE LEASE-PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY OR CONVENIENT TO EFFECT THE FOREGOING; AND AUTHORIZING THE TAKING OF ANY OTHER ACTIONS REASONABLY RELATED TO, CONVENIENT, OR NECESSARY TO EFFECT THE LEASE-PURCHASE AGREEMENT AND THE TRANSACTION CONTEMPLATED THEREBY.

WHEREAS, the Board of Education of Independent School District No. 5 of McCurtain County, Oklahoma (the "District") has determined to enter into a Lease-Purchase Agreement by and between ISD No. 5 of McCurtain County, Oklahoma, as Lessee, and Idabel National Bank, as Lessor, (the "Lease-Purchase Agreement") to acquire equipment for the District's weight room.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 5 OF MCCURTAIN COUNTY, OKLAHOMA:

SECTION 1. The acquisition of equipment and other personal property by Lease-Purchase Agreement for the District's weight room equipment is hereby authorized and approved.

SECTION 2. The President, Vice-President, Clerk, Deputy Clerk and other officials are hereby authorized to execute the Lease-Purchase Agreement and all other documents necessary or convenient to effect the foregoing.

SECTION 3. The President, Vice President, Clerk, Deputy Clerk, and other officials of the District are hereby authorized to take any other actions reasonably related to, convenient, or necessary to effect the Lease-Purchase Agreement and the transaction contemplated thereby.

THIS RESOLUTION PASSED AND APPROVED this ____ day of _____, 2026.

President

ATTEST:

Clerk

(SEAL)

CERTIFICATION OF OFFICIAL ACTION

I, the undersigned Clerk of the Board of Education of Independent School District No. 5 of McCurtain County, Oklahoma (Idabel Public Schools), hereby certify that the foregoing is a true, correct and complete copy of a Resolution of said Board duly adopted by the governing body of said Board at a meeting held on the date therein stated, as the same appears on file in my office as a part of the official records thereof.

Clerk