

Luce Township Board Minutes September 26, 2024

Attendance: Lisa Hemmer, Board President Rick Garrett, Board Secretary
 Jeremy Kincaid, Board Member Jeremy Gorman, Trustee
 Linda Garrett, Clerk

Meeting was called to order by President Hemmer at 5:29 pm.

Board Minutes

Motion was made to approve minutes of the March 27, 2024, as presented.

Motion to Approve Minutes as presented: Jeremy Kincaid

Motion Second: Rick Garrett

Vote: 3-0

Trustee's Report

Beauty Shop - There was a break in sometime between September 20th and 23rd. The trim was broken on the back door to get in, but nothing was taken. A police report was filed and security cameras at the Government Center were reviewed, but nothing was noted on the cameras. The door has been repaired so that it will lock; however, some additional work may be required.

Update on cemeteries that the Township maintains that are on private property.

Sandale – Floyd Keith Goldman is going to donate the property to Smithfield Baptist Church in Rockport. The church is concerned about the cost of maintaining the cemetery and the Township will work with the church on mowing if necessary.

Carter – The current property owners have agreed to maintain the cemetery.

Glendale – The Township is currently shown as owner of 2 acres on the west side of CR 975 W where the Glendale Baptist Church was located. The cemetery is located west of this property with the access road to the cemetery being on a third piece of property south of both of these. Steve Lindauer currently owns the property where the cemetery is located and is willing to trade ownership of the two parcels so that the Township actually owns the property where the cemetery is located. The owner of the property where the access road is located is willing to give the Township a permanent easement for access to the cemetery. This will all be completed after all necessary survey work is done.

Memorial Field – The Quit Claim Deed and Land Donation Agreement have been drawn up and were given to the Board for their review. These will also be presented to the Town of Richland Board at their next meeting for their review. A fence was damaged when a tree limb fell on it during a storm. A quote was obtained from Meece Excavation, and they will be repairing the fence.

River City Wireless is waiting on tower supplies to be delivered in order to move forward with the project at the Hatfield Station.

The new Township website and IN.gov email addresses are progressing and should be active in the next month or two.

Resolution 2024-005 – 2025 Salaries, Excluding Clerk

The Board reviewed the resolution that was presented, and a motion was made to approve. The resolution was signed and made a part of these minutes. Page: 92

Motion to Approve Resolution 2024-005 as presented: Rick Garrett
 Motion Second: Lisa Hemmer
 Vote: 3-0

Resolution 2024-006 – 2025 Clerk's Salary

The Board reviewed the resolution that was presented, and a motion was made to approve. The resolution was signed and made a part of these minutes. Page: 90

Motion to Approve Resolution 2024-006 as presented: Jeremy Kincaid
 Motion Second: Lisa Hemmer
 Vote: 2-0 Rick Garrett abstained due to a conflict of interest.

Fire Protection Agreement

The Board reviewed the Fire Protection Agreement effective from October 1, 2024, to December 31, 2026, that was presented, and a motion was made to approve. The agreement was signed and made a part of these minutes. Page: ~~94~~ 93

Motion to Accept the Fire Protection Agreement as presented: Jeremy Kincaid
 Motion Second: Rick Garrett
 Vote: 3-0

EFT Payments for Utility Bills

Payment of utility bills to CenterPoint Energy, Republic Services and AT&T was discussed because of six checks for payment have been lost in the mail since June 2023 and because of this, late fees were incurred. Payments made from the bank account will not incur any additional fees.

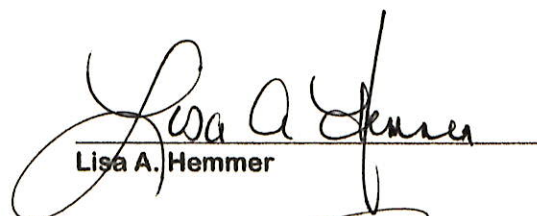
Motion to pay the three designated utilities by EFT as stated to eliminate incurring late fees: Jeremy Kincaid
 Motion Second: Rick Garrett
 Vote: 3-0

Next Meeting

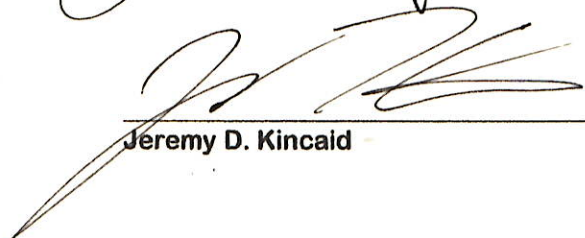
The next meeting will be the public hearing on the budget, which is scheduled for Monday, October 7th at 5:30 pm in the Community Room.

Adjournment - Time: 6:15 pm

Motion to Adjourn: Jeremy Kincaid Motion Second: Rick Garrett Vote: 3-0


 Lisa A. Hemmer


 Wm. Rick Garrett


 Jeremy D. Kincaid

Reprinted on pages 90 & 92.

FORM PRESUBMITTED BY STATE BOARD OF ACCOUNTS

TOWNSHIP FORM NO. 11 (REV. 2/2006)

RESOLUTION 2024-006

ESTABLISHING SALARIES OF TOWNSHIP OFFICERS AND EMPLOYEES

BOOTH TOWNSHIP, INDIANA

BE IT RESOLVED by the Township Board of

Luce, Luce Township

Spencer, Spencer County, Indiana

That pursuant to I.C. 36-66-6-10(b), the salaries stated below are fixed for the officers and employees of the township year 2025.

POSITION OF OFFICE	Number of Positions	Rate of Compensation	Pay
Township Trustee	1	\$ 954	biweekly salary
Township Clerk	1	\$ 1,155	biweekly salary
Members of the Township Board	3	\$ 1,500	annual salary
Part Time Office Help	1	\$ 2,000	annual salary
Fire Department Personnel			
Fire Chief	1	\$ 2,000	annual salary
Assistant Chief	2	\$ 1,000	annual salary
Captain	6	\$ 500	annual salary
Station Duty		\$ 20	hourly
Township Assistance Personnel			
Supervisors of Investigators			
Investigators			
Supervisors of Other Assistants			
Other Assistants			
Other Employees (Detail)			

ADOPTED this 26th day of September, 2024.

Attest: Township Trustee

Members of the Township Board

*Show: per year, per month, per day, etc.

Include in this resolution ALL officers and employees of the township.

RESOLUTION 2024-006

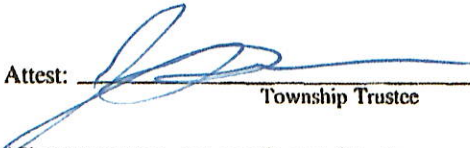
ESTABLISHING SALARIES OF TOWNSHIP OFFICERS AND EMPLOYEES

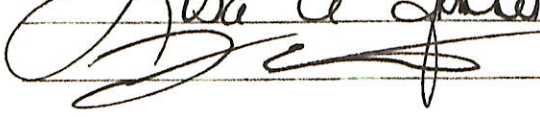
BOYCE FORMS • SYSTEMS 1-800-782-6702 AHB-TR-17 111

BE IT RESOLVED by the Township Board of _____ Luce _____ Township
_____ Spencer _____ County, Indiana
That pursuant to IC 36-6-6-10(b), the salaries stated below are fixed for the officers and employees of the township
year 20 25.

POSITION OF OFFICE	Number of Positions	Rate of Compensation	Per *
Township Trustee			
Township Clerk	1	\$ 1,155	biweekly salary
Members of the Township Board			
Fire Department Personnel			
Township Assistance Personnel			
Supervisors of Investigators			
Investigators			
Supervisors of Other Assistants			
Other Assistants			
Other Employees (Detail)			

ADOPTED this 26th day of September, 20 24.

Attest:  Township Trustee


Members of the Township Board

*Show: per year, per month, per day, etc.

Reprinted starting on page 93.

E. The Fire Department shall comply with all Occupational Safety and Health Administration (OSHA) regulations and accepted Indiana Fire Services Practices. THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into with an effective date of October 1, 2024, by and between LUCE TOWNSHIP, SPENCER COUNTY, INDIANA, hereinafter Township Equipment and the Township Fire Department, hereinafter referred to as the Fire Department. The Fire Department shall maintain such equipment with the cost of maintenance being paid WHEREAS the Fire Department has the desire for the maintenance of the fire protection and emergency services to the unincorporated areas of the Township and the incorporated areas of the Township.

WHEREAS Purchasers desire to set out their obligations and duties with relation to the continuation of fire protection and emergency services within the service area designed in item 2 below by the Fire Department.

B. Emergency purchases may be used for adequate completion of an emergency NOW THEREFORE, the Township and the Fire Department agree to consider dollars of (\$2,000) as terms, covenants and conditions hereinafter contained, as follows: the Township Trustee prior to purchase.

1. Effective Date and Term. The Parties agree and understand that this Agreement shall be in effect for a period of 12 months, commencing on the date of execution of this Agreement and shall be renewed for successive 12-month periods unless terminated by either party.
2. Service Area. The area covered by the Agreement ("Service Area") shall be the entire unincorporated area of Luce Township, Spencer County, Indiana, and the Township shall be responsible for the maintenance of active firefighter's skills will be the responsibility of the Township.
3. Fire Protection.
8. Mutual Aid. The Fire Department shall have protection and emergency medical services with the other fire departments, outside the Service Area of the Township. The parties agree to (1) dispatch qualified fire fighting forces to each other's services of mutual aid.

1. The Fire Department shall provide an adequate roster of no more than 10 firefighters to extinguish fires and for emergency medical services.
9. Liability, Collision and Comprehensive Insurance. The Township will provide a Business Auto Policy, covering liability, collision, and comprehensive insurance. The Fire Department will maintain liability insurance with a limit of \$2,000,000. The Fire Department shall be responsible for the maintenance of its equipment and shall be responsible for the maintenance of its equipment. The Fire Department shall be responsible for the maintenance of its equipment. The Fire Department shall be responsible for the maintenance of its equipment.

10. Insurance Coverage for Members of Fire Department. The Fire Department shall provide health insurance coverage that meets the needs of its members. The Fire Department shall provide health insurance coverage that meets the needs of its members. The Fire Department shall provide health insurance coverage that meets the needs of its members.
- A. Available in the Fire Department. The Fire Department shall provide health insurance coverage that meets the needs of its members. The Fire Department shall provide health insurance coverage that meets the needs of its members. The Fire Department shall provide health insurance coverage that meets the needs of its members.

RESOLUTION 2024-005
ESTABLISHING SALARIES OF TOWNSHIP OFFICERS AND EMPLOYEES

BOYCE FORMS • SYSTEMS 1-800-382-8702 AUB-714-17 111

BE IT RESOLVED by the Township Board of

_____ Luce _____ Township

_____ Spencer _____ County, Indiana

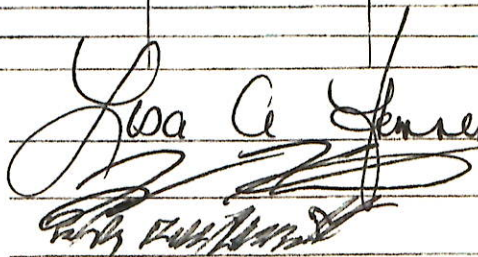
That pursuant to IC 36-6-6-10(b), the salaries stated below are fixed for the officers and employees of the township
 year 20 25 .

POSITION OF OFFICE	Number of Positions	Rate of Compensation	Per *
Township Trustee	1	\$ 954	biweekly salary
Township Clerk			
Members of the Township Board	3	\$ 1,500	annual salary
Part Time Office Help	1	\$ 2,000	annual salary
Fire Department Personnel			
Fire Chief	1	\$ 2,000	annual salary
Assistant Chief	2	\$ 1,000	annual salary
Captain	6	\$ 500	annual salary
Station Duty		\$ 20	hourly
Township Assistance Personnel			
Supervisors of Investigators			
Investigators			
Supervisors of Other Assistants			
Other Assistants			
Other Employees (Detail)			

ADOPTED this 26th day of September, 20 24 .

Attest: _____

Township Trustee



 Members of the Township Board

*Show: per year, per month, per day, etc.

Include in this resolution ALL officers and employees of the township.

FIRE PROTECTION AGREEMENT

THIS AGREEMENT herein after referred to as "Agreement" is entered into with an effective date of October 1, 2024, by and between LUCE TOWNSHIP, SPENCER COUNTY, INDIANA, hereinafter referred to as "Township" and LUCE VOLUNTEER FIREFIGHTERS, INC, hereinafter referred to as "Fire Department."

WHEREAS, the Fire Department has the desire and the capability of providing fire protection and emergency medical services to the unincorporated areas of the Township, and the incorporated area of the Town of Richland, and

WHEREAS, the parties desire to set out their obligations and duties with relation to the continuation of fire protection and emergency medical services for the service area described in item 2 below by the Fire Department;

NOW THEREFORE, the Township and the Fire Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

1. **Effective Date and Term.** The Parties agree and understand that this Agreement shall be for a term of two (2) years three (3) months, effective as of October 1, 2024, and extending through December 31, 2026.
2. **Service Area.** The service area covered by the Agreement ("Service Area") shall be the entire unincorporated area of Luce Township, Spencer County, Indiana, and the entire incorporated area of the Town of Richland, Spencer County, Indiana.
3. **Fire Protection.**
 - A. The Fire Department shall provide fire protection and emergency medical services, as the primary responding Department, within the Service Area on a twenty-four (24) hour per day, seven (7) day per week basis. In order to provide those services,
 1. The Fire Department shall provide an adequate roster of no more than thirty (30) active members to respond to all calls to extinguish fires and for emergency medical services.
 2. Honorary members will be recognized but will have no official capacity.
 - B. **ISO** The Fire Department is to continue to maintain the present ISO rating and make every attempt to improve upon its status. An ISO rating drop requires an internal review to be performed by the Fire Chief, Township Trustee, and the Township Board to determine the reason for the drop. A drop in the ISO rating due to neglect on the part of the Fire Department may result in termination of this agreement.
 - C. The Fire Department must provide any updated by-laws, or drug policy, within 48 hours of change. In the event these changes affect the Fire Departments agreement, it may result in termination of this agreement.
 - D. The Fire Department is expected to respond to all calls when staffing is available. If the Fire Department refuses to respond to a call to fight fires or provide emergency medical services within the Service Area, the Township may, at its option, declare this Agreement cancelled and be released from any further obligation under this Agreement. If the Township cancels this Agreement as provided herein, the Fire Department shall be released from any further obligation to provide services in the Service Area.

- E. The Fire Department must comply with the Occupational Safety and Health Administration (OSHA) regulations and accepted Indiana Fire Services practices.
4. **Township Equipment.** The Township owns firefighting equipment, which it will permit the Fire Department to use in fulfilling its obligations under this Agreement. The Fire Department shall maintain such equipment with the cost of maintenance being paid from the Fire Protection Territory Fund maintained by the Township. The Fire Department shall provide maintenance reports on all Township equipment when requested by the Township Trustee.
5. **Purchases.**
 - A. Additional equipment and purchases other than fuel must have a signed P.O. by the Fire Department.
 - B. Emergency purchases may be used for adequate completion of an emergency run. If the dollar amount exceeds three thousand dollars (\$3,000), a reasonable attempt must be made to contact the Township Trustee prior to purchase.
6. **Telephone and Radio Communications.** The Township will provide adequate telephones, radios, and pagers so that proper communication can be performed to conduct the responsibilities of the Fire Department. Upgrades in the equipment will be approved as funds allow.
7. **Training Expenses.** The cost of training expenses for recruitment and maintenance of active firefighter's skills will be the responsibility of the Township.
8. **Mutual Aid.** The Fire Department shall have the right to enter into reciprocal agreements with units of other firefighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and fire fighting forces to each other by way of mutual aid.
9. **Liability, Collision, and Comprehensive Insurance.**
The Township will provide a Business Auto Policy, covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, the Township will maintain current standard form of public liability and damage, collision, and comprehensive insurance which meets minimum standards for volunteer fire departments as required by state law. Such policy for public liability insurance shall be for not less than the following limitations: The minimum requirements of insurance being two million dollars (\$2,000,000) per occurrence; minimum of an underlying one million dollar (\$1,000,000) liability policy and a one million dollar (\$1,000,000) excess or umbrella policy to suffice the requirements.
10. **Insurance Coverage for Members of Fire Department.** Insurance coverage that meets, or exceeds, requirements stated below shall be provided by the Township.
 - A. Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a volunteer firefighter for a cardiac disease event while performing a covered activity, not just while performing firefighter duties in an emergency situation:
 1. Total Disability Benefit can replace up to one hundred percent (100%) of a firefighter's gross wages from their primary employer based on a

review of the 52 weeks prior to the claim. Injury Total Disability is payable up to lifetime. Illness Total Disability is payable to the greater of five (5) years or age sixty-seven (67).

2. For medical expenses, coverage for incurred expenses in and amount not less than one hundred thousand dollars (\$100,000).
- B. Death benefits provided are as follows:
 1. One hundred thousand dollars (\$100,000) upon accidental death occurring while on-duty.
 2. Fifth thousand dollars (\$50,000) upon accidental death occurring while off-duty.
 3. One hundred seventy-five thousand dollars (\$175,000) upon death while performing a covered department activity.
- C. A lump sum benefit for Permanent Total Disability is not contained within the policy. The Physical Impairment Benefit is payable based on the body part impaired and the percentage of impairment. See policy schedule for details.
- D. The foregoing coverage shall be provided under a group plan, if available to the Township. The policy, or policies, procured pursuant to this section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of the Fire Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties.
- E. A diminution of insurance benefits may not occur under this section because of a change in the insurance carrier or a change as to who actually procures the required insurance.
- F. All injuries must be reported to the Fire Chief and Trustee upon occurrence.
- G. Auxiliary Group Insurance – An insurance policy for the benefit of the auxiliary group whose members could be injured while assisting the volunteer firefighters in the performance of their duties will be provided by the Township per IC 36-8-12-6.

11. Compensation.

- A. As part of the compensation provided in this section, the Township shall pay to the active and participating members of the Fire Department a clothing allowance and automobile allowance with no active and participating member receiving less than one hundred dollars (\$100) for clothing allowance per IC 36-8-12-5. This compensation will be paid on December 15 or the next regular business day of the Township.
- B. Compensation for the Chief, Assistant Chiefs, and Captains will be based on performance level with evaluation. The Chiefs position will be evaluated by the Township Trustee. The Assistant Chiefs and Captains positions will be evaluated by the Chief and the Township Trustee. Compensation will be paid to no more than one (1) Chief, two (2) Assistant Chiefs, and six (6) Captains. Compensation will be paid on December 15 or the next regular business day of the Township.
- C. Compensation for station duty performed will be paid to firefighters based on an hourly pay rate. Compensation will be paid monthly based on timecards maintained by the firefighters and reviewed and approved by the Fire Chief.
- D. All compensation rates will be set during annual budget preparation and paid per the approved annual Township budget and approved salary ordinance.
- E. The Township will pay Indiana Volunteer Firefighters Association dues for all active firefighters and Indiana Fire Chiefs Association dues for the Fire

Department. Payments will be made directly to each association when they come due each year.

- F. In the event a tax disbursement is delayed, compensation dates may be affected.
- G. Compensation for travel in the approved Township Travel Policy will be paid for any travel required of any active Fire Department member when traveling on Fire Department business.

12. **Annual Budget Preparation.** Annually, by July 31st, the Township Trustee and the Fire Chief shall jointly review expenditures from the previous year to suggest budgetary amounts for the next calendar year. During this joint review, a budget for all expenditures and compensation rates of the Fire Department shall be established and provided to the Township for review and approval.

13. **Cessation of Fire Department Existence.** In the event that the Fire Department ceases to exist, the Fire Department agrees to vacate all equipment used for fire and medical services along with all maintenance records for the equipment.

14. **Assignment.** This Agreement shall not be assigned by the Fire Department.

15. **Reports.** The Fire Department shall provide the Township with monthly reports summarizing the number and type of runs made by the Fire Department.

16. **Health and Pathogens.**

- A. The Township will pay for all necessary drug screenings and for yearly physicals (type to be determined by the Fire Department) of all active Fire Department members.
- B. The Township will pay the cost of TB tests (patch test and/or x-ray) and for a series of three (3) injections for the prevention of Hepatitis B as required by Federal and State provisions of the Indiana Occupational Safety and Health Act (IOSHA) for all active Fire Department members.
- C. The Fire Department shall require all active members to complete the series of three (3) injections for the prevention of Hepatitis B and the Fire Department will keep on file proof that all active members have received such injections.
- D. In addition, the Fire Department agrees to hold harmless and indemnify the Township from any claims and/or litigation arising out of an active member who continues to perform duties as a volunteer personnel without having received the series of three (3) injections for the prevention of Hepatitis B.


17. **Early Termination.** Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with a period of thirty (30) days to cure the default. If the defaulting party does not cure the default with the thirty (30) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, the Township shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from October 1, 2024, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, the Fire Department shall be released from any further obligation to provide services in the Service Area after the early termination date.


18. **Binding Effect.** The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.


IN WITNESS WHEREOF, the parties have hereto set their hands and seals as dated below:


LUCE TOWNSHIP, SPENCER COUNTY,
INDIANA


LUCE VOLUNTEER FIREFIGHTERS


Jeremy E. Gorman, Township Trustee

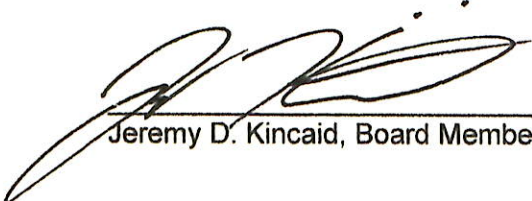

Austin Driskell, President


Lisa A. Hemmer, Board President


Todd Daming, Fire Chief


Wm. Rick Garrett, Board Member

Dated: 9-23-24


Jeremy D. Kincaid, Board Member

Dated: 9/26/2024