

**CHARTER TOWNSHIP OF ALPENA
BOARD OF TRUSTEES**

SPECIAL MEETING – July 31, 2024, 5:30 p.m.

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
ADOPTION OF AGENDA
PUBLIC COMMENT**

PURPOSE OF MEETING

1. Budget Adjustment
2. Policy & Procedures Recommendations
3. Fire Department – Interim Fire Chief

CLOSED SESSION – Attorney/Client Privilege – Labor

**PUBLIC COMMENT
DISCUSSION
ADJOURNMENT**

Zoom Meeting:

1-646-558-8656

<https://us06web.zoom.us/j/85350283851?pwd=9xOihSOsXVXjoxE6fekGkS1kpiWaPM.1>

Meeting ID: 853 5028 3851

Passcode: 073124

N. Skibbe
M. Palevich
L. Ellery-Somers
C. Kroll
S. Lappan
N. Poli
R. Rhynard

T. Gulden

Alpena News
Bay 108
WATZ
WBKB - TV

Recorded meetings will be available within 7 days of the meeting at: [Charter Township of Alpena - YouTube](#)

PUBLIC MEETING PARTICIPATION RULES

1. Please wait for the Supervisor to acknowledge you before you speak.
2. Begin by stating your name.
3. Give us your comments or opinions on the issue being discussed.
4. To ensure that everyone has time to speak and that we can address other items on the agenda, we may limit an individual's speaking time to 3 minutes. If time permits, we may allow you one additional time period to provide new information.
5. Please be respectful of the Board, speakers, and your neighbors.

Again, thank you for attending.

Nathan Skibbe
Supervisor

BUDGET ADJUSTMENTS

GENERAL FUND

[illegible]

BUDGET ADJUSTMENTS

PUBLIC SAFETY

[illegible]

Special Board Meeting

July 2024

POLICIES & PROCEDURES COMMITTEE RECOMMENDATIONS FOR APPROVAL

Meeting was held on June 18, 2024

11:30 a.m.

Revisions to current Policies & Procedures

Existing Policy

5.18 Time Cards

All completed time cards for non-exempt employees shall be submitted to the Clerk on the day following the end of each pay period. Time cards will be signed by both the employee and the employee's department head.

Recommendation to UPDATE

5.18 Time Cards

All non-exempt employees shall submit timesheets to the Clerk on the day following the end of each pay period. Fire Department staff without direct access to a Township computer when performing work shall download the Time Clock Plus (TCP) application (or such other timekeeping application as the Township may require) on their personal cellular devices for time keeping and Chief shall promptly review and submit the accurate payroll to the Clerk no later than 1 day following the end of the payroll period.

CONTRACT FOR INTERIM FIRE CHIEF SERVICES

CHARTER TOWNSHIP OF ALPENA

This contract is between the Charter Township of Alpena ("the Township"), a Michigan municipal corporation, with an address of 4385 US-23 North, Alpena, Michigan 49707, and Andrew Pless ("the Interim Fire Chief"), with an address of _____, for Interim Fire Chief services.

1. **Interim Fire Chief Services.** The Interim Fire Chief is retained by the Township pursuant to this contract as an independent contractor to perform, on an interim basis, all the services that have been customarily performed by the Charter Township of Alpena Fire Chief, and to perform such services in accordance with the applicable local, state of Michigan, and federal statutes, codes, ordinances, rules, regulations, standards, and requirements.

2. **Contract Term; Termination.** The Interim Fire Chief will begin providing such services on August 1, 2024, and will continue providing such services until either the Township or the Interim Fire Chief terminates this contract. Either party may terminate this contract by providing the other party with a minimum of seven (7) days' prior written notice of the intention to terminate this contract.

3. **Compensation.** The Township will pay the Interim Fire Chief \$60.00 per hour for performing such services. The parties agree that such hourly rate will be the sole source of compensation for such services, and that the Interim Fire Chief shall not receive any other type of compensation or benefits, including, without limitation, any health, retirement plan benefits, or paid vacation or time off. The Interim Fire Chief shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this contract or as otherwise subsequently authorized by the Township.

4. **Insurance.** The Township will provide the Interim Fire Chief with insurance coverage and legal defense through the Township's insurance carrier as long as the Interim Fire Chief was acting within the scope of his authority as the Interim Fire Chief. The Township, in concert with its insurance carrier, may, in its sole discretion, compromise, settle, and pay any claim against the Interim Fire Chief before or after the commencement of a civil action. The Interim Fire Chief will cooperate with the Township and its insurance carrier by providing his best efforts to assist in defending any such claim.

5. **Return of Materials.** The Interim Fire Chief acknowledges and agrees that all files, records, products, equipment, keys, credit cards, and other materials used in connection with the Township Fire Department shall remain the property of the Township, and that, upon termination of this contract, the Interim Fire Chief shall promptly return such items to the Township.

6. **Independent Contractor.** The Interim Fire Chief agrees to perform such services hereunder solely as an independent contractor. The parties recognize that this contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Interim Fire Chief is not authorized to enter into or commit the Township to any agreements, and the Interim Fire Chief shall not represent himself as the agent or legal representative of the Township. The Township shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or

withholding for or on behalf of the Interim Fire Chief or any other person consulted or employed by the Interim Fire Chief in performing services under this contract.

7. **General Terms.** This contract represents the entire agreement between the parties. This contract may not be amended, changed, or supplemented in any way except by written agreement signed by both parties. This contract shall be governed and construed in accordance with the laws of the state of Michigan. Any notices to either party under this contract shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth above or to such other address as that party may hereafter designate by notice. Notice shall be effective when received. The waiver by either party of a breach or violation of this contract shall not constitute a waiver of any subsequent or other breach or violation.

The Charter Township of Alpena

By: _____
Nathan Skibbe
Its: Supervisor

Dated: _____

By: _____
Michele Palevich
Its: Clerk

Dated: _____

Interim Fire Chief

Andrew Pless

Dated: _____

Andrew J. Pless

Fire Chief Retired

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUMMARY

A Professional Fire Chief with over 38 years of successive experience. I am the retired Fire Chief of the Howell Area Fire Authority and am now working as Fire Lieutenant for the Hartland Deerfield Fire Authority. I am a self-motivated transformational leader who has an advanced knowledge in Policy development and Budget management. As Chief, and now as Lieutenant at my new department, my focus has been on long-term planning to include succession planning, recruitment/retention, Officer development and mentoring/training. I have extensive experience in budget planning and implementation, civic event planning, emergency response, fire department operations and management, human resources/collective bargaining, managing investigations, and public service. I participated on several National, State and County public safety boards and am accustomed to working with diverse groups of people to better the fire service. My knowledge also extends into Hazardous Materials response, Technical Rescue Operations and Water Rescue operations.

Fire Service Career

Fire Protection Officer • City of Novi Fire Department • August 1990 – July 2004

Deputy Fire Chief of Operations • Howell Area Fire Authority • July 2004 – September 2008

Fire Chief • Howell Area Fire Authority • September 2008 – August 2020

- Chair - 911 Administrative Oversight Committee
- Livingston County Disaster Response Team
- Local Planning Team

Fire Lieutenant • Hartland Deerfield Fire Authority • April 2023 – Present

Education

Bachelor's of Business Administration - Cleary University - May 2001

Executive Fire Officer - US Fire Administration, National Fire Academy - August 2004

National Incident Management System: IS 100, 200, 300, 700 and 800 Certified

B - Shifter Blue Card Incident Command Certification - August 2024

NIMS Hazardous Materials Incident Safety Officer Certification

Fire Department Safety Officers - Certified Incident Safety Officer

Professional Affiliations

International Association of Fire Chiefs - Constitution and Bylaws Committee

Michigan Association of Fire Chiefs - Legislative Liason

South East Michigan Association of Fire Chiefs - Past President

References Available on Request:

Michele Palevich

From: Nathan Skibbe
Sent: Monday, July 29, 2024 2:06 PM
To: Michele Palevich; Haley Birmingham
Subject: Fwd: Reference for Andy Pless

Sent via the Samsung Galaxy S24, an AT&T 5G smartphone
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From: Rich Marinucci <rmarinucci1953@gmail.com>
Sent: Monday, July 29, 2024 12:56:43 PM
To: Nathan Skibbe <skibben@alpenatownship.com>
Subject: Reference for Andy Pless

CAUTION: **EXTERNAL EMAIL** This email originated from outside of The Charter Township of Alpena. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Supervisor Skibbe,

I write this as a reference for Chief Andy Pless. I have known him for over 20 years, both personally and professionally. Andy is a class act and a hard worker regardless of the job or task. He is very passionate about the fire service and places service to the community above all else. He has demonstrated his commitment to continual improvement of his organizations and himself. Andy is well-rounded in the fire service and brings common sense and experience to the job. I have no qualms in offering this recommendation as you consider him as the interim Fire Chief of Alpena Township and would expect Andy to provide the leadership you need to move your fire department forward. Please let me know if you need additional information or if I can do anything else.

Thank you for the opportunity to offer this reference.

Rich Marinucci