



CITY OF YPSILANTI
POLICE ADVISORY COMMISSION MEETING
Thursday, April 27, 2023 @ 7:00 PM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[VIRTUAL ACCESS](#)

Page

I. CALL TO ORDER

II. ROLL CALL

COMMISSIONERS:

Gail Wolkoff
Herman Humes
Kathleen McCormick
Eric Mohamed
Anthony Morgan

STAFF LIAISON:

Chief Moore

COUNCIL LIAISON:

Council Member Tooson

III. AGENDA APPROVAL

IV. PUBLIC COMMENT (3 MINUTES)

V. RESOLUTIONS/MOTIONS/DISCUSSIONS

3 - 4

A. Approving the minutes of March 23, 2023.
[Minutes](#)

B. Monthly Statistical Analysis of the Ypsilanti Police Department

5 - 10

C. Discussion regarding Chief Moore's Contract of Employment.
[Contract](#)

D. Discussion on the 30 X 30 Initiative

E. Discussion on how to gain Ward 3 representation on the Commission.

11 - 13

F. What is the role of the Police Advisory Commission moving forward?
[Ordinance](#)

G. Discussion of the Police Advisory Commission in NACOLE.

VI. COMMISSION REPORTS

VII. PUBLIC COMMENT (3 MINUTES)

VIII. NEXT MEETING DATE

June 22, 2023

IX. ADJOURNMENT



MINUTES POLICE ADVISORY COMMISSION Meeting

7:00 PM - Thursday, March 23, 2023
Council Chambers

The POLICE ADVISORY COMMISSION of the City of Ypsilanti was called to order on Thursday, March 23, 2023, at 7:00 PM, in the Council Chambers.

1 CALL TO ORDER

The meeting was called to order at 7:05 PM.

2 ROLL CALL

COMMISSIONERS:

Present: Gail Wolkoff, Herman Humes, Kathleen McCormick, Eric Mohamed

Absent: Anthony Morgan

Lieutenant Robert Murphy filled in for Interim Chief Yuchasz.

Commissioner McCormick moved to excuse the absence of Commissioner Morgan, seconded by Commissioner Humes. On a voice vote, the motion carried.

Yes - 4, No - 0, Absent - 1

3 AGENDA APPROVAL

Commissioner McCormick moved to approve the agenda, seconded by Commissioner Mohamed. On a voice vote, the motion carried.

Yes - 4, No - 0, Absent - 1

4 PUBLIC COMMENT (3 MINUTES)

One member of the public made comments.

5 RESOLUTIONS/MOTIONS/DISCUSSIONS

a) Approving the minutes of the December 15, 2022

Commissioner McCormick moved to approve the minutes of the December 15, 2022 meeting, seconded by Commissioner Humes. On a voice vote, the motion carried.

Yes - 4, No - 0, Absent - 1

b) Monthly statistical analysis - Interim Chief Yuchasz

c) Approving the annual commission report for 2022

Commissioner Mohamed moved to approve the 2022 commission report, seconded by Commissioner McCormick. On a voice vote, the motion carried.

Yes - 4, No - 0, Absent - 1

- d) Discussion regarding the 30X30, a national initiative to advance women in policing.
- e) Planning of the Police Chief Candidate Meet and Greet.

The commission discussed their role in the meet and greet and the interview/candidate selection process. They also discussed refreshments and activities for the meet and greet.

6 COMMISSION REPORTS

The entire commission discussed releasing more positive news items for the Ypsilanti Police Department.

7 PUBLIC COMMENT (3 MINUTES)

No comments were made.

8 NEXT MEETING DATE

- a) April 27, 2023

9 ADJOURNMENT

The meeting was adjourned at 9:16 PM.

Commissioner Humes moved to adjourn the meeting, seconded by Commissioner McCormick. On a voice vote, the motion carried.

Yes - 4, No - 0, Absent - 1

**YPSILANTI POLICE CHIEF
EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF YPSILANTI AND
KIRK MOORE**

This agreement is made between the **CITY OF YPSILANTI**, a Michigan municipal corporation, hereinafter referred to as the "CITY" and **KIRK MOORE**, hereinafter referred to as the "EMPLOYEE" (hereinafter collectively referred to as "Parties") for the purposes herein.

EMPLOYEE is presently employed by CITY as police chief and the Parties desire to extend the employment under the same terms and conditions as the original contract.

In consideration of the premises and of the benefits to be derived from the mutual observance of the covenants in this Agreement, the parties agree as follows:

- 1. CONTRACT.** The Parties agree that the EMPLOYEE's contract and position of Ypsilanti Police Chief shall be for four (4) years, ending on April 20, 2027.
- 2. DUTIES.** The CITY agrees to employ the EMPLOYEE as the Police Chief of the CITY. The EMPLOYEE agrees to carry out his duties in an efficient and conscientious manner, and to exercise his discretion and judgment in the best interests of the CITY at all times.

3. TERMINATION, AND SEVERANCE PAY.

The EMPLOYEE shall be an "**EMPLOYEE-at-will**" and nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of the EMPLOYEE at any time except as such right to terminate employment is subject to the severance benefits set forth in this agreement, or as limited by the City Charter.

- A.** The Parties agree that EMPLOYEE shall remain in the employ of the CITY for **four (4) years** from April 20, 2023, the starting date of this extension agreement, unless this agreement is terminated prior to that date as provided herein.
- B.** The EMPLOYEE may negotiate an extension of this agreement if both parties are desirous of doing so. If mutually agreeable terms for an extension cannot be reached by the parties, then this agreement shall terminate four (4) years from the date of this agreement, unless previously terminated.
- C.** This agreement may be terminated at any time during the term, upon the mutual agreement of the parties.
- D. Termination and Severance**
 - D.1** EMPLOYEE acknowledges that he is an EMPLOYEE at will and may be terminated at any time without the assignation of any cause, effective upon receipt of notice of such termination. In the event the CITY desires to terminate the EMPLOYEE without cause during such time as the EMPLOYEE is willing and able to perform the duties of the Police Chief. The CITY agrees to pay the EMPLOYEE severance pay as follows: the

EMPLOYEE shall be entitled to his pay for a period of thirteen (13) weeks provided that the "EMPLOYEE" releases the CITY, its agents and EMPLOYEES, from any and all claims of any kind arising out of this Agreement or out of the employment relationship between the "EMPLOYEE" and the CITY. Upon receipt of a signed release on a form provided by the CITY, such severance pay shall be paid in full on the last day of the EMPLOYEE's employment or as soon thereafter as practical.

D.2 The CITY may terminate the EMPLOYEE at any time for just cause. In the event the EMPLOYEE is terminated for such cause; the CITY shall have no obligation to award severance pay or benefits provided for in this Agreement.

E. In the event the EMPLOYEE resigns his employment, he must give forty-five (45) days prior written notice to the CITY. Furthermore, the EMPLOYEE shall not be entitled to any severance pay. Failure to give the required notice shall forfeit any vested vacation or sick time pay out. In the event that timely notice is given by EMPLOYEE, EMPLOYEE shall be entitled to any vested vacation or sick time payout, as provided for in this agreement.

4. EXCLUSIVE EMPLOYMENT. During the term of this employment agreement, the EMPLOYEE agrees to be employed exclusively by the CITY. With prior approval from City Manager, the EMPLOYEE may perform services such as teaching, lecturing, and assisting other governmental agencies and other professional obligations so long as such activities do not unreasonably interfere with the EMPLOYEE's duties/responsibilities to the CITY.

5. SALARY. The City shall pay a salary not less than \$120,000.00 per year, payable bi-weekly in installments at the same time as other employees of the City are paid.

6. PROFESSIONAL DEVELOPMENT. The CITY recognizes its obligation to the professional development of the EMPLOYEE as Chief, as well as the importance of exposure to the best practices and developing trends in policing. Accordingly, the EMPLOYEE will be allowed, at CITY expense, to attend training IACP Annual Conference and NOBLE Annual Conference.

7. INDEMNIFICATION/REIMBURSEMENT. The CITY shall purchase and maintain insurance to defend, save harmless and indemnify the EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties/responsibilities as Police Chief, provided the EMPLOYEE acted both in good faith and within the scope of his duties/responsibilities as Police Chief, and further provided the EMPLOYEE fully cooperates with the CITY in its defense of the claim, demand or other legal action. The CITY may, in its discretion, compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon. Indemnification shall not be provided to the EMPLOYEE by the CITY if the claim, demand, or other legal action results from the willful misconduct of willful

insubordination of the EMPLOYEE or if the claim, demand, or legal action involves any proceeding where the EMPLOYEE is the plaintiff or an adverse party to the CITY. In addition, the City shall pay or reimburse the EMPLOYEE for all normal and reasonable expenses, including travel expenses, incurred by the EMPLOYEE during his employment in connection with the responsibilities to the City.

- 8. PAID VACATION.** The EMPLOYEE shall accrue paid vacation at the rate of 6.1539 hours and credited on a pro rata basis each biweekly pay period. (Twenty (20) days per year. A day equals eight (8) hours.) Such paid vacation time shall accrue to a maximum annual accrual of thirty-six (36) days or two hundred eighty-eight (288) hours. Any vacation hours in excess of two hundred eighty-eight (288) hours are forfeited as of December 31, of each year. All accumulated vacation pay, not forfeited, shall be paid out upon the end of employment, unless termination was for cause, or unless proper notice as not given as required by this agreement.
- 9. PERSONAL DAYS.** The EMPLOYEE shall be entitled to six (6) personal leave days per annum. Personal time shall not carry over into the next year or paid out at the end of employment.
- 10. COMPENSATION TIME, OVERTIME PAY, DAYS, HOLIDAYS.** The job of Police Chief is an executive position and requires more than forty (40) hours per week.

 - A.** No overtime pay is expected, and none will be paid.
 - B.** EMPLOYEE will not accrue any "comp" time.
 - C.** EMPLOYEE shall be entitled to the usual 11 paid holidays observed by the city and in accordance with the city non-union EMPLOYEE policy.
- 11. UNIFORM ALLOWANCE.** EMPLOYEE shall receive \$1,200 per year payable semi-annually on the EMPLOYEE'S first payroll each January 1 and July 1.
- 12. INSURANCE.** The CITY will offer the EMPLOYEE all insurance coverage provided to Non-Union employees, under the terms and agreements of such individual insurance plans, including any opt-out payments. This coverage shall be effective upon the first day of employment. EMPLOYEE is covered by his spouse's insurance and is electing to opt-out of city insurance and will be paid the standard city opt out stipend.

For the avoidance of doubt, the CITY reserves the right to alter, modify, or terminate any or all of its insurance plans and other benefits provided to Non-Union employees during this contract and EMPLOYEE may not rely on any specific coverage or term of such plans or benefits being maintained by the CITY solely for EMPLOYEE's benefit.

13. PENSION.

A. The Employer agrees to execute all necessary Agreements to provide for participation by the EMPLOYEE, as a result of work for the CITY, in a Defined Benefit Plan of the Municipal EMPLOYEE' Retirement System (MERS) of Michigan ("the Plan"). The Plan shall include the following provisions:

1. B-3: Standard benefit multiplier of 2.0% (80% max).
2. Vesting: The minimum amount of service credit the EMPLOYEE shall be required to earn to be eligible for a retirement benefit with the Employer is 30 months.
3. FAC-3: The average of the highest consecutive three-year (36 months) period of earnings of the EMPLOYEE's City of Ypsilanti credited service.
4. Member Contribution Rate: EMPLOYEE shall be required to contribute five percent (5%) of his applicable earnings to the subject Defined Benefit Plan. Any such benefits shall be subject to the terms and conditions of the applicable plan and policies of the Municipal EMPLOYEES' Retirement System (MERS) of Michigan. The Employer and EMPLOYEE shall participate in the Federal Social Security program.

B. The EMPLOYEE agrees that he shall not participate in, or be entitled to any benefits from, the City's Act 345 pension plan. The Employee also agrees that he is waiving any entitlement to such benefits, and that he shall not seek to receive any Act 345 retirement benefits based upon employment provided in this Agreement. In the event that EMPLOYEE, or his beneficiaries, ever attempts to claim or ever receives, through whatever means, any Act 345 benefit due to his employment with the City of Ypsilanti, EMPLOYEE agrees that he, or his beneficiaries, shall pay to the City amounts equal to the total amount of any such benefits. Such payments shall continue as long as Employee or his beneficiary receives any Act 345 benefits due to his employment with the City of Ypsilanti.

C. If any part of this section is determined to be illegal or void by a court of competent jurisdiction, or if any part of this section is not recognized by MERS, the parties agree to re-negotiate this section.

14. SICK LEAVE. The EMPLOYEE will receive sick leave benefits of six (8 hour) days per year, accumulated .5 days per month. Fifty percent (50%) of accumulated and non-used sick days shall be paid out to employee upon EMPLOYEE leaving the employ of the city without cause.

15. PREMIUMS PAID WHILE ON LEAVE. In the event the EMPLOYEE IS provided life insurance as part of his city of Ypsilanti employment, The CITY shall pay all premiums for life, insurance benefits (and only life insurance benefits) that the EMPLOYEE is receiving while the EMPLOYEE is on vacation, sick leave or disability leave for up to ninety (90) days.

16. BEREAVEMENT. The CITY agrees the EMPLOYEE shall be allowed four (4) working days each year as paid funeral leave for the death in the immediate family (spouse, EMPLOYEE's spouse or spouse's parents or stepparents, or grandparents, brothers, sisters, children, stepchildren, brother-in-law, and sister-in-law).

- 17. HEALTH SAVINGS ACCOUNT.** CITY shall contribute \$200 per month to a Health Savings Account to EMPLOYEE's credit pursuant to the current MERS plan that covers non-union city employees.
- 18. AUTOMOBILE.** The City, at its expense, shall provide the Employee with a properly equipped automobile subject to current fleet availability. The Employee shall have exclusive and unrestricted use of said auto (within State of Michigan) in accordance with the City of Ypsilanti Non-union Employee Handbook.
- 19. MOVING ALLOWANCE.** The City shall provide the Employee with a one-time payment of \$6,000 for expenses associated with relocation.
- 20. SALARY INCREASE.** Upon satisfactory employee evaluation, employee shall receive an annual performance raise and the annual cost-of-living adjustment (COLA) per year.
- 21. INTERPRETATION OF CONTRACT.**
- A.** This Agreement constitutes the entire understanding between the City and the EMPLOYEE. There are no oral understandings, terms or conditions and no party has relied on any representation, express or implied, not contained in this Agreement.
 - B.** This Agreement may be changed only by a written amendment signed by both parties.
 - C.** The Parties restate and incorporate all other provisions of the City's personnel rules, policies and procedures not inconsistent herewith and agree that all such rules, policies and provisions remain in effect. If there is any conflict between the provisions of this Employment Agreement and the rules, policies, and provisions of the personnel policies of the CITY, the provisions of this Employment Agreement shall control.
 - D.** This agreement is binding upon and inures to the benefit of the heirs and personal representatives of the EMPLOYEE.
 - E.** If any provision or any portion of this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect.
- 22. ARBITRATION.** The EMPLOYEE agrees that any dispute, matter, or controversy involving claims for monetary damages and/or employment related matters including, but not limited to, any and all claims relating to termination of employment and discrimination shall be arbitrated pursuant to the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association, as amended by AAA from time to time. This paragraph expressly includes, but is not limited to, claims arising under State or Federal common law, statute, regulation or constitution such as: the Civil Rights Act of 1871, 42 U.S.C. §1983; the Civil Rights Act of 1866, 42 U.S.C. §1981; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000 *et seq.*; the Equal Pay Act, 29 U.S.C. §206(d); the EMPLOYEE Retirement Income Security Act ("ERISA"), 29 U.S.C. §1001 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §12101 *et seq.*; the Family Medical Leave Act, 29 U.S.C. §2611; Age Discrimination in Employment Act or the Older Workers' Benefit

Protection Act; the Elliott-Larsen Civil Rights Act, MCLA. §37.2101 *et seq.*; the Whistleblowers' Protection Act, MCLA. §15.361 *et seq.*; the Michigan Persons with Disabilities Act, MCLA. §§37.1101 *et seq.*; the Payment of Wages and Fringe Benefits Act, MCLA. §408.471 *et seq.* THE EMPLOYEE IS AWARE THAT HE OR SHE IS CHOOSING TO ARBITRATE THESE CLAIMS AND IS WAIVING THE RIGHT TO ADJUDICATE THESE CLAIMS IN A JUDICIAL FORUM AND IS WAIVING ANY RIGHT TO JURY TRIAL.

The EMPLOYEE and Employer agree that, in addition to the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association, the following will apply to any arbitration arising under the terms of this agreement:

- A. Any arbitration shall take place at the office of the Employer in the City of Ypsilanti, Michigan.
- B. In the disposition of the substance of the dispute, the arbitrator shall be governed by the City's Charter, Personal Policies and Rules, except as modified by this Agreement, and otherwise by the laws of the state of Michigan which shall govern the interpretation of the Employer's Personnel Policy.
- C. The decision of the arbitrator, when made in accordance with his or her jurisdiction and authority, shall be final and shall bar any suit, action, or proceeding instituted in any Court, or before any administrative tribunal. Judgment on any award by the arbitrator may be entered in any court of competent jurisdiction.

- 23. Forum and Law.** This contract shall be governed by the law of the State of Michigan, and all jurisdiction and venue shall be exclusively in Washtenaw County, Michigan.

Kirk Moore

Dated

CITY OF YPSILANTI

BY: _____
Frances McMullan, City Manager

APPROVED AS TO FORM:

John M. Barr City Attorney

PART II - CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS AND COMMISSIONS
DIVISION 6. POLICE ADVISORY COMMISSION

DIVISION 6. POLICE ADVISORY COMMISSION¹

Sec. 2-180. Created.

Pursuant to Ypsilanti City Charter section 9.03, there is hereby created a commission known as the "Ypsilanti Police Advisory Commission."

(Ord. No. 1295, § 1, 11-14-2017; Ord. No. 1362, § 1.1, 8-18-2020)

Sec. 2-181. Purpose.

The purpose of the Ypsilanti police advisory commission is:

- (1) To strengthen the relationship between the community of the City of Ypsilanti and the Ypsilanti police department.
- (2) To serve as a liaison to enhance community and police relations and serve as an advocate for programs, ideas, and methods to improve the relations between the police and the community.
- (3) To review police complaint investigatory findings, and report to council on the commission's analysis of these findings.
- (4) To collect, review, and audit summary data and compile aggregate statistics relating to individual or community police complaints and other issues of importance.
- (5) To educate the public about complaint process, and ensure and recommend ways to make the process accessible to all.
- (6) To make recommendations to the city manager with regard to organizational matters and procedures.
- (7) To participate in annual review of the Ypsilanti police department's citizen police academy.
- (8) To consult and advise the city manager on the Ypsilanti police department's strategic plan.

(Ord. No. 1295, § 1, 11-14-2017; Ord. No. 1362, § 1.1, 8-18-2020)

Sec. 2-182. Appointment and terms.

The Ypsilanti police advisory commission shall consist of seven members and two non-voting youth members. All members to the Ypsilanti police advisory commission shall be appointed by the mayor, with the approval and confirmation of a majority of city council. There shall be at least one member from each ward.

¹Editor's note(s)—Ord. No. 1295, § 1, adopted Nov. 14, 2017, set out provisions intended for use as Div. 6, §§ 2.200—2.204. To preserve the style and numerical sequence of this article, and at the editor's discretion, these provisions have been included as Div. 6, §§ 2-180—2-184.

The term of members of the Ypsilanti police advisory commission shall be three years, except that of the members first appointed. Terms shall be staggered as far as practicable. Members shall be appointed for a maximum of two full terms.

(Ord. No. 1295, § 1, 11-14-2017; Ord. No. 1362, § 1.1, 8-18-2020)

Sec. 2-183. Duties.

The duties of the Ypsilanti police advisory commission shall be to:

- (1) Establish and update rules by-laws for the transaction of its business, subject to the approval of the city council. Such rules and by-laws shall be in a manner not inconsistent with this article, other city ordinances, the city charter, or laws of the state and federal government.
- (2) Elect officers, including a chair.
- (3) Establish and maintain a meeting schedule and meet at least quarterly.
- (4) Take all necessary action to fulfill the purpose for the Ypsilanti police advisory commission as stated in this division.
- (5) To file a written report of its activities, findings, and recommendations, if any, to city council at least annually.

(Ord. No. 1295, § 1, 11-14-2017; Ord. No. 1362, § 1.1, 8-18-2020)

Sec. 2-184. Procedure.

Procedure for the operation of the Ypsilanti police advisory commission shall be as follows:

- (1) A majority of the Ypsilanti police advisory commission members appointed shall constitute a quorum.
- (2) No meeting of the Ypsilanti police advisory commission shall commence or continue in the absence of a quorum.
- (3) A majority vote of those forming a quorum shall be required for any action by the Ypsilanti police advisory commission, except where otherwise specified in this article, other city ordinances, or the city charter.
- (4) Regular meetings of Ypsilanti police advisory commission shall be held no less than quarterly. Any scheduled meeting may be rescheduled at the preceding regular meeting.
- (5) The records of the Ypsilanti police advisory commission shall be subject to the Freedom of Information Act, Act No. 442 of the Public Acts of Michigan of 1976 (MCL 15.231 et seq.), as amended.
- (6) ~~All meetings of the Ypsilanti police advisory commission shall be subject to the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1967 (MCL 15.261 et seq.), as amended.~~
- (7) The Ypsilanti police advisory commission shall provide an opportunity for public comment as to the business being conducted by the Ypsilanti police advisory commission, pursuant to its established rules and by-laws.

(Ord. No. 1295, § 1, 11-14-2017; Ord. No. 1362, § 1.1, 8-18-2020)

Secs. 2-185—2-188. Reserved.

(Supp. No. 14)

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