



Police Department – Brian O’Hara, Chief of Police

350 S. Fifth St. - Room 130

Minneapolis, MN 55415

TEL 612.673.3559

www.minneapolismn.gov

TO: Zakari Ketchmark, Badge #3682
CC: Office of Police Conduct Review
DATE: July 14, 2023
RE: Administrative Investigation Case #22-03933

CHIEF’S DECISION: Letter of Reprimand

This memo summarizes my approach and reasoning for my decision as Chief of Police that the listed policy violation by Officer Ketchmark is sustained. The memo accompanies the enclosed Notice of Discipline form.

Summary of the Basis for Decision:

Allegation #1: MPD P&P 10-401(IV)(B) Responsibility to Inventory Property and Evidence

- On October 31, 2021 Officer Ketchmark was in the 5th precinct parking lot when he was approached by the owner of a stolen vehicle that had been recovered by police and returned to him. The owner wanted to return items located in the vehicle that did not belong to the owner, one items of which was a cell phone
- Officer Ketchmark informed the owner that they could dispose of the items, but the owner stated that they’d feel more comfortable if the police took possession of the items
- Officer Ketchmark took possession of the items and disposed of them. When asked about the phone during his investigative interview, Officer Ketchmark stated that the phone screen was cracked and he was unable to turn on the phone or locate a serial number
- The phone was later determined to have been stolen and when the owner attempted to recover the phone, it was found that the phone had not been inventoried
- The Police Conduct Review Panel (PCRP) returned a unanimous recommendation of Merit
- MPD P&P 10-401(III)(C) addresses “Property Found During Work Assignment,” and specifically cell phones, which may be more appropriate than MPD P&P 10-401(IV)(B), which addresses “Responsibility to Inventory Property and Evidence,” as it is not clear that this phone would have been considered, “evidence” at the time it was recovered
- I agree with the PCRP that there is a preponderance of the evidence to support the allegation that Officer Ketchmark failed to inventory property found during his work assignment. This allegation is **Sustained**


The facts noted in the case investigation support the conclusion that Officer Ketchmark violated Minneapolis Police Department Policy 10-410. I concur with the recommendation from the Police Conduct Review Panel that there is Merit to the allegation. The allegation is **Sustained**.

As Chief of Police, I am responsible for providing clear expectations about behavior and conduct in all situations, not just when it is convenient. These expectations extend from myself to the command staff and all levels of the Minneapolis Police Department. My predecessors have also borne responsibility for setting expectations, and it is incumbent on every Chief to hold officers accountable for breeches of those expectations. Legitimacy and reputation are of critical importance to police officers. Officers carry a badge and gun and are called upon to make some of the hardest decisions possible. It takes countless actions to build a reservoir of trust, and only one action to completely drain. We cannot afford to lose legitimacy with the people we serve.

I hold officers of the Minneapolis Police Department to a high standard. I expect them to live up to our oath of office, our professional code of ethics and our departments core values of trust, accountability and professional service. Furthermore, I expect them to demonstrate procedural justice in their work. With this conduct, Officer Ketchmark failed to meet our standards when he violated MPD P&P 10-410 during this incident. The violation in this matter undermines public trust.

As Chief of Police with authority to discipline for violations of policy under Minn. Stat 626.89 Subd. 17, I am issuing a Letter of Reprimand to Officer Ketchmark for one of the policy violation listed below:

Allegation #1: MPD P&P 10-410(IV)(B) – Sustained. **Letter of Reprimand**

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Brian O'Hara
Chief of Police

Enclosure: Discipline Form
CC: OPCR Case File
Inspector Blackwell
HR

**IN RE:
THE MATTER OF**

POLICE OFFICERS FEDERATION OF
MINNEAPOLIS,
(Zakari Ketchmark, Grievant)

and

CITY OF MINNEAPOLIS,

Employer.

SETTLEMENT AGREEMENT
(Union Grievance 23-05)

This Settlement Agreement (“Agreement”) is made and entered into by and between the City of Minneapolis (“City”), the Police Officers’ Federation of Minneapolis (“Federation”) and Officer Zakari Ketchmark, Badge No. 3682 (“Grievant”).

- A. The City of Minneapolis (“City”) and the Police Officers Federation of Minneapolis (“Federation”), parties to a collective bargaining agreement under which the above-entitled grievance was filed, hereby enter into the following agreement that governs the relationship between them.
- B. The Grievant is employed by the City in its Police Department (MPD).
- C. The Federation is the Grievant’s sole and exclusive bargaining representative.
- D. On or about 06/01/2023 Grievant was disciplined for violation of MPD policy 10-401 Property & Inventory, a 10-hour suspension.
- E. The Grievant was levied, but has not served, a 10-hour suspension.
- F. The Federation grieved the suspension, Grievance 23-05, citing violation of 12.01 of the labor agreement.
- G. The Chief of Police has the full authority of the City Council to resolve the grievance.

H. The Federation and the City wish to resolve this matter amicably and without resort to arbitration.

NOW THEREFORE, the parties agree as follows:

1. The Federation will withdraw Grievance #23-05 subject to conditions listed in paragraphs 2-4.
2. The City will amend the discipline to reflect a letter of reprimand for violation of MPD Policy 10-401 Property & Inventory.
3. The Federation, as an entity and on behalf of its members individually, agrees that this Settlement Agreement shall not be used in any arbitration or proceeding, except to enforce the terms of this Settlement Agreement. The Federation, its bargaining unit members and the grievant are bound by this agreement as if they had entered it individually.
4. The City and the Federation agree that this Agreement is without prejudice or precedent to any future matter involving any City employee, other than the Grievant; and that this Agreement shall be of no value as evidence, and shall not be submitted or received as evidence, in any arbitration, hearing, trial, appeal or other proceeding involving any City employee, other than the Grievant.


FOR THE FEDERATION:



 Dennis Milner, Director

Date: 07-13-2023

FOR THE CITY OF MINNEAPOLIS:

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 Brian O'Hara Chief of Police

Date: 7/14/2023