



PUBLIC SAFETY COMMITTEE MEETING

MONDAY, JUNE 1, 2020 | 6 PM

3rd Committee Meeting

The Committee will meet in the Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

Please note that members of the public may attend this meeting in-person, but are encouraged to participate remotely. The meeting will be available remotely through Webex. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing. You may also email comments about specific items on the agenda to City Clerk Cindy Miller at cmiller@mauldincitysc.com. Comments emailed about specific agenda items prior to 6:00 p.m. on Monday, June 1, 2020 will be read aloud during the Public Comment segment of the meeting.

AGENDA

1. Call to Order

2. Public Comment

3. Reading and Approval of Minutes

- a. Public Safety Committee Meeting: May 4, 2020 (Pages 3-4)

4. Reports or Communications from City Officers

- a. Department Reports
 - i. Police Chief Bryan Turner
Budget Review
 - ii. Administrative Judge Angela Martin
Budget Review
 - iii. Interim Fire Chief Brian McHone
Budget Review

5. Unfinished Business-

6. New Business

- a. Traffic Calming- Edgewood Drive (Pages 5-6)
- b. Mutual Aid Agreement (Pages 7-12)

7. Public Comment

8. Committee Concerns

9. Adjourn

Minutes
Public Safety Committee
Monday, May 4, 2020
1st committee meeting

Members present were Chairwoman Carol King, Committee members Dale Black and Terry Merritt, who is sitting in for our vacant council seat. They were all present remotely. Police Chief Bryan Turner, Interim Fire Chief Brian McHone and Administrative Judge Angela Martin were all present remotely, and City Administrator Brandon Madden was present onsite at city hall.

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

- a. Public Safety Committee Meeting: March 2, 2020

Councilman Black made a motion to approve the minutes with Mayor Merritt seconding. The vote was unanimous (3-0).

4. Reports or Communications from City Officers

- a. Department Reports

Police Chief Bryan Turner

Budget Review- The department is running at 28% currently. There will be a couple of things coming through the budget before the end of the year. Chairwoman King asked if there were plans underway for National Night Out. Chief Turner said music has been scheduled and the event will be planned mostly in June and July for the August event.

Administrative Judge Angela Martin-

Budget Review- The ideal remaining percentage is 19% and the department is currently at 34%.

Interim Fire Chief Brian McHone

Budget Review- The budget is currently 21% and the ideal remaining percentage is 16%. Chairwoman King said she was happy with the training numbers that were given by Mr. Madden in the administrative report.

5. Unfinished Business- None

6. New Business

- a. Authorization to Proceed on Disposal of Surplus Equipment- The amount of the

surplus equipment exceeds \$15,000 and requires authorization of council. Councilman Black asked if the American LaFrance truck was the one that has been out of service for a while. Chief McHone said it has been at Station 47 for about 10 years. There was talk about it being used as a parade/funeral truck, but nothing ever was done.

Councilman Black asked if the equipment was still on it. Chief McHone said it has been stripped. Councilman Black asked if it would be of any service to any volunteer departments. Chief McHone said he could ask.

Councilman Black made a motion to send this item to council. Mayor Merritt seconded the motion and the vote was unanimous (3-0).

7. Public Comment

Holly asked about pushing this property disposal out to July 1st because this is not part of the budget amendment that will be on the Finance agenda tonight. Brandon said we wanted to put the 60 days advertisement provision in there to give more people a chance to bid on the equipment at Gov Deals because of COVID 19. We can wait to do the disposals after July 1st.

Councilman Matney said it is good to see the fire department doing driver training in the neighborhoods and it is great from a community relations standpoint. He also thanked the police department for checking on students since they are not in school to make sure they are ok both physically and mentally and letting them know that we still care about them.

Chairwoman King said she is seeing more police presence in her neighborhood and she appreciates seeing the extra patrols especially with more people at home right now.

8. Committee Concerns- None

9. Adjourn- Chairwoman King adjourned the meeting.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

Public Safety Committee

AGENDA ITEM

MEETING DATE: June 1, 2020

AGENDA ITEM: 6a

TO: Mauldin City Council
FROM: Police Chief M. Bryan Turner
SUBJECT: Traffic Calming Edgewood Drive

REQUEST

In October 2019, a resident of Edgewood Drive relayed a concern to the Public Safety Committee about excessive speeds and residential safety. At the request of the Public Safety Committee, a speed measurement study was completed on Edgewood Drive. The first traffic study started on October 11th and continued until the end of the month. Data collected showed the road met volume requirements to be eligible for traffic calming, and also met the minimum threshold of 32mph at the 85th percentile. The speed limit for Edgewood Drive is posted at 25mph.

HISTORY/BACKGROUND

At the conclusion of the first traffic study, a digital sign board was positioned on Edgewood Drive to alert drivers of their speed and the speed limit. This display was left active for two weeks. This posting of the signboard on the street was part of Level 1 Traffic Calming methods.

Following the education efforts, MPD officers were assigned to work directed traffic enforcement (RADAR/LIDAR) along the roadway. This assignment began on December 6, 2019 and continued until after the Christmas Holiday. During this time, no warnings or citations were issued. This extra enforcement was also completed as part of the Level 1 traffic calming methods.

On Tuesday, December 31, 2019 the Digital Sign Board was repositioned on Edgewood Drive to capture data post education and enforcement efforts. This study concluded on January 9, 2020. The following data was provided from the 10-day collection period.

Speed at the 85th percentile has decreased to 24.3mph and the average daily volume on the roadway was 172.8, with a total volume of 1555 vehicles. At this point speeding at the 85th percentile is not considered to be a major factor as it falls under the threshold of 32 mph. In addition, roadway traffic is not considered to be “cut through” in nature.

We have continued to monitor the area periodically through normal patrol efforts. The aforementioned information was provided during the February 2020 Public Safety committee after which I was instructed to provide the resident with a petition and information for obtaining other possible traffic calming measures. The information was provided to the resident on February 14, 2020 via email.

ANALYSIS or STAFF FINDINGS

On March 23, 2020, the petition was returned and the process began on verifying signatures. On April 27, 2020, a final portion of the petition was provided and the petition was verified. A total of eighteen property owners have signed the petition requesting traffic calming measures. Although a total of 30 homes comprise the study area, this petition meets the 60% as outlined in the traffic calming policy.

FISCAL IMPACT

Under \$1,000- Street Asphalt Budget Line

TIMELINE - October 2019 - March 2020

RECOMMENDATION

Review of information by the public safety committee and forward to full council for discussion and consideration of installation of level 2 traffic calming methods.

Public Safety Committee

AGENDA ITEM

MEETING DATE: June 1, 2020

AGENDA ITEM: 6b

TO: Mauldin City Council
FROM: Police Chief M. Bryan Turner
SUBJECT: Mutual Aid Agreement –Mount Pleasant

REQUEST

To review and approve a mutual aid agreement with the Town of Mount Pleasant

HISTORY/BACKGROUND

Historically, the Mauldin Police Department has provided assistance to various SC Law Enforcement Agencies. In late April 2020 a request was initiated by the City of Mount Pleasant to have City officers assist with an ongoing case/operation. In reviewing the City's existing mutual aid agreements it was observed there is not a current mutual aid agreement on file for our agencies..

ANALYSIS or STAFF FINDINGS

SC Code requires the governing body to provide approval to all mutual aid documents. The documents provided by the City of Mount Pleasant have been reviewed by the City Attorney.

TIMELINE - June 2020

RECOMMENDATION

Approval of the Mutual Aid Agreement

ATTACHMENTS

City of Mauldin/City of Mount Pleasant Mutual Aid Agreement

enforcement officers employed by the requesting jurisdiction. However, local ordinances adopted by a responding party's jurisdiction shall not be deemed extended into areas of operation that are located outside the geopolitical territorial limits of that party.

2. REQUEST FOR ASSISTANCE

The responding law enforcement officers may be requested in response to any public safety function across jurisdictional lines, such as multijurisdictional task forces, criminal investigations, patrol services, crowd control, traffic control and safety, and other emergency service situations. Assistance provided in this Agreement includes, but is not limited to:

- A. Emergency Situations;
- B. Civil Disorders;
- C. Natural or Manmade Disasters;
- D. Mass Processing of Arrests;
- E. Transporting of Prisoners;
- F. Operating Temporary Detention Facilities & Housing Inmates;
- G. Arrests;
- H. Pursuits of Criminal Suspects;
- I. Location of Missing Persons;
- J. Traffic Control and Safety;
- K. Criminal Investigations; or
- L. Any Other Matter Handled by Law Enforcement for that Particular Jurisdiction.

3. PRIMARY RESPONSIBILITY

It is agreed and understood that the primary responsibility of the parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to what extent it can comply with the request for assistance from the other agency.

4. PROCEDURE FOR REQUESTING LAW ENFORCEMENT ASSISTANCE

- A. Request. A request for assistance shall only be made by **the Chief of Mauldin Police Department**, or his/her designee, or the **Chief of Mount Pleasant Police Department**, or his/her designee. This request shall include a description of the situation creating the need for assistance, the specific aid needed, the approximate number of law enforcement officers requested, the location to which law enforcement personnel are to be dispatched, and the officer in charge of such location.
- B. Reply. A reply to any request for assistance shall only be made by **the Chief of Mauldin Police Department**, or his/her designee, or **Chief of**

Mount Pleasant Police Department, or his/her designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to respond.

- C. Officer in Charge. The responding law enforcement officers shall report to the officer in charge of the requesting law enforcement agency at the designated location and shall be subject to the lawful orders and commands of that officer. The responding law enforcement officer shall exert their best efforts to cooperate with, and aid, the requesting law enforcement agency. The responding law enforcement officers shall be responsible at all times for acting within the policies and procedures set forth in the policy and procedure manual of the law enforcement agency by which they are regularly employed.
- D. Release. The responding law enforcement officers shall be released by the officer in charge when their services are no longer required or when they are needed to respond to a situation within the geographic boundaries of their own jurisdiction; provided however, the responding law enforcement officers shall use their best efforts to complete the requested service prior to being released.

5. PERSONNEL, COSTS AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder, and shall keep its own personnel and other usual records as to its assigned officers.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the agency conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Upon receipt, each agency participating in this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any responding officer. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain such insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that the law enforcement officers responding in accordance with this Agreement shall be the employees of the law enforcement agency requesting such assistance.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, then the rest shall remain in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

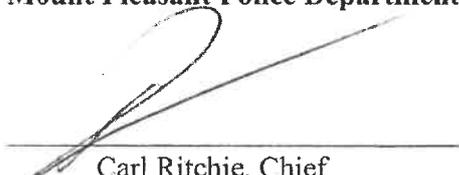
This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

IN WITNESS WHEREOF, these parties have set their hands and seals at the date set forth above.

Mount Pleasant Police Department



Carl Ritchie, Chief
Mount Pleasant Police Department

WITNESSES



Witness

Mauldin Police department

M. Bryan Turner, Chief
Mauldin Police Department

WITNESSES

Witness