



# PUBLIC SAFETY COMMITTEE MEETING

MONDAY, JULY 3, 2023 | 6 PM

3rd Committee Meeting

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

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.  
A quorum of Council will be present.

**PUBLIC SAFETY COMMITTEE MEETING  
JULY 3, 2023  
CITY HALL - COUNCIL CHAMBERS  
5 E. BUTLER ROAD**

**Committee Members:** Carol King (Chair), Frank Allgood, and Jason Kraeling

- |   |                        |
|---|------------------------|
| <b>1. <u>Call to Order</u></b>                                  | Chairperson Carol King |
| <b>2. <u>Public Comment</u></b>                                 | Chairperson Carol King |
| <b>3. <u>Reading and Approval of Minutes</u></b>                | Chairperson Carol King |
| a. Public Safety Committee Meeting: June 5, 2023<br>[Pages 3-6] |                        |
| <b>4. <u>Reports or Communications from City Officers</u></b>   | Chairperson Carol King |
| a. Fire Chief Brian McHone                                      |                        |
| i. Budget Review  |                        |
| b. Administrative Judge/ Clerk of Court Donna DeRado            |                        |
| i. Budget Review  |                        |
| c. Police Chief George Miller                                   |                        |
| i. Budget Review  |                        |
| <b>5. <u>Unfinished Business</u></b>                            | Chairperson Carol King |
| There is no unfinished business.                                |                        |
| <b>6. <u>New Business</u></b>                                   | Chairperson Carol King |
| a. Indigent Defense Contract [Pages 7-10]                       |                        |
| b. Golden Strip Career Center SRO Grant Agreement [Pages 11-13] |                        |
| <b>7. <u>Public Comment</u></b>                                 | Chairperson Carol King |
| <b>8. <u>Committee Concerns</u></b>                             | Chairperson Carol King |
| <b>9. <u>Adjournment</u></b>                                    | Chairperson Carol King |

**MINUTES**  
**PUBLIC SAFETY COMMITTEE MEETING JUNE 5, 2023**  
**CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD**  
**4<sup>th</sup> committee meeting**

Committee Members present: Carol King (Chair), Frank Allgood, and Jason Kraeling  
Others present: Administrative Judge Donna DeRado, Police Chief George Miller, and Fire Chief Brian McHone.

**1. Call to Order-** Chairwoman King

**2. Public Comment-**

Jimmy Vissage: 314 Maple Drive. I am here to talk about the heavy-duty truck traffic through the neighborhoods of Maple Drive and Rosewood Circle. There are very large trucks that are not obeying the signs that are over three tons travelling our roadways. We are having road degradation and five water line breaks. We got a new one yesterday at the intersection of Rosewood and Maple. I talked to someone about this. We need a solution and I know we can't have a patrolman out there all the time, but we need something. Some kind of method to contact these trucking companies and letting them know what the problem is and the law they are breaking. The previous Chief Turner told me that is a four-point violation for the driver and would result in the loss of a CDL license. I need some help there and also with signage.

We have a sign laying down at a 30-degree angle at Maple Drive off of Ashmore Bridge. We are a cut-through neighborhood and can't do anything about that, but with all the construction off of Ashmore Bridge Road, it is just going to get worse. I am looking for some help. Maybe moving the sign, so we would have to deal with the state. I have talked with Captain Hodrea about this also, but if citizens could call him and we could let him know when we see a truck and tell him where they are travelling, what they are carrying. We had a truck come up Rosewood Saturday carrying sod. A 53-foot flatbed truck, probably 50,000 pounds. They can't make the turns and they can't stay in their lane. We had a truck today from 84 Lumber carrying trusses. A year and a half ago, a truck like that took out a mailbox on the corner. I don't know if we could get help from the highway patrol on that to get the word out, but it is a problem. Myself and a neighbor have been calling these companies and if we had a way to let the police department know and have them call. We don't want anybody to lose their license, but we need to restrict the traffic. If it came from a police department, with a warning...

Chairwoman King said she would have Mr. Duncan follow-up with Mr. Vissage.

Jimmy Vissage: That's good. The weight limit sign is down. The other problem we are having is the excessive noise from the performance exhaust on some of the cars. They race from speed hump to speed hump. About 2:30 a.m. in the morning I woke up and heard them and it sounds like NASCAR. There is no reason for that.

I talked to Terry, and he said the noise ordinance only pertains to music or loud parties. It is not written for vehicles. We need to look into changing the ordinance. Some of the cars now that are stock, or factory, they have some noise, but they are not that bad. One guy, and I have his license plate number, I am going to give it to you, Chief. He has it tuned that when he backs off, it sounds like firecrackers. People drive on Ashmore all the way to Bonnie Bray. There is no reason for that. Maybe

we can start looking at an ordinance.

### **3. Reading and Approval of Minutes**

#### **a. Public Safety Committee Meeting: May 1, 2023**

**Motion:** Councilman Allgood made a motion to approve the minutes with Councilman Kraeling seconding.

**Vote:** The vote was unanimous (3-0).

### **4. Reports or Communications from City Officers**

#### **a. Fire Chief Brian McHone**

##### **i. Budget Review**

Overall, the budget looks good.

Concrete is being poured at the new station this week. Council will be given a tour soon. The new tower trucks are having some warranty issues. Chairwoman King asked if there was an issue with bad tires.

#### **b. Administrative Judge/ Clerk of Court Donna DeRado**

##### **i. Budget Review**

Judge DeRado said the online payment system will go live on June 16<sup>th</sup>. A preliminary calendar for next year has been sent out. The department is in the final stages of working with the public defender's office.

The budget looks good.

#### **c. Police Chief George Miller**

##### **i. Budget Review**

The budget looks good. Overtime is a little over budget as well as gas and oil.

Chief Miller said signs are being looked at for Mr. Vissage's neighborhood. A work order has been put in with the County. Captain Hodrea has run traffic and given out warnings. This problem is being worked on. Chairwoman King asked how long it would take to get the signage. Chief Miller will find out and let Mr. Vissage know. Mr. Duncan said some earlier warning signs could possibly be posted on Ashmore Bridge Road or on Maple.

The Police Youth Academy started today with nine students.

The department's air cards will be switched from Verizon to FirstNet. There is no contract to sign. Emergency calls are given priority.

Councilman Kraeling said his son is in the academy and he loves it.

Councilman Allgood asked if Rosewood Circle and Maple Drive are City roads. Chief Miller answered yes. Councilman Allgood then asked if the department has any big flashing signs. Chief said there is one that they can put out there. Captain Hodrea has called when he gets the names of the trucking companies to let them know it is not a cut-through.

Mr. Duncan said that staff will work through the BDS Department to let the contractors know they cannot use the neighborhood as a cut-through.

Mr. Duncan said First Net is a first responders channel. When the cell towers get jammed up with activity, first responder phones are given priority.

**5. Unfinished Business-** There is no unfinished business.

**6. New Business**

- a. ID Scanners Donation- The police department has an abundance of spare ID scanners that are at the end of life and have been replaced with new scanners. They would be typically used as spares or destroyed. Travelers Rest Police Dept. needs 10 scanners. The police department would like to donate the old scanners to them.

Chairwoman King commended staff for thinking outside the box and helping other agencies with these donations.

**Motion:** Councilman Kraeling made a motion to send this item to Council with Councilman Allgood seconding.

**Vote:** The vote was unanimous (3-0).

- b. Fire Turnout Gear Donation- Staff is requesting that our outdated turnout gear be donated to Ukraine or the Dominican Republic by way of a non-profit group based in Spartanburg. We have 25-30 outdated sets.

NFPA standards for fire apparatus and gear specify service lifecycles, gear must be retired from service 10 years after the date of manufacture. Mauldin Fire department would like to donate our outdated turnout gear to help under-resourced fire departments in poor and developing countries.

Councilman Allgood asked what the non-profit was. Chief McHone said one is a church and the other is Boiling Springs. Boiling Springs sends items to the Dominican Republic. Council could state if they have a preference. Chairwoman King said she would like to leave that decision up to staff.

**Motion:** Councilman Kraeling made a motion to send this item to Council with Councilman Allgood seconding.

**Vote:** The vote was unanimous (3-0).

Mr. Duncan said there will be a single resolution for the two donations at the Council meeting.

**7. Public Comment-** None

**8. Committee Concerns-** Chairwoman King thanked the departments for participation in the various City events.

**9. Adjournment-** Chairwoman King adjourned the meeting at 7:37 p.m.

Respectfully Submitted,  
Cindy Miller  
Municipal Clerk

STATE OF SOUTH CAROLINA	)	AGREEMENT TO
	)	FUND MUNICIPAL COURT ATTORNEY
COUNTY OF GREENVILLE	)	FOR THE 2023-2024 FISCAL YEAR
_____	)	

This Agreement is between the Thirteenth Circuit Public Defender (“Public Defender”) and the following municipalities: The City of Fountain Inn, The City of Greer, The City of Mauldin, The City of Simpsonville, and/or The City of Travelers Rest (individually a “Municipality” and collectively the “Municipalities”) to provide representation of indigent clients in municipal courts within the County of Greenville. The Public Defender and each Municipality are each a party to this Agreement.

### **RECITAL**

In 2015, the State of South Carolina began requiring municipalities that operate summary courts for the adjudication of criminal cases to provide adequate funds for the representation of indigent defendants. Since that time, the Thirteenth Circuit Public Defender has provided indigent defense with Pickens County municipalities, the City of Greer, and the City of Fountain Inn based upon agreements with those respective jurisdictions. The Municipalities are in need of consistent and professional representation of indigent clients. Traditionally, the Thirteenth Circuit Public Defender has invoiced Fountain Inn and Greer on an individualized basis, but this system is not sustainable due to increased demand and fails to meet the needs of the other municipalities.

### **AGREEMENT**

1. Funding: The current funding of a full time attorney to be available to provide representation across the Municipalities is \$65,000. In lieu of the current per case funding system, the Public Defender and the Municipalities have agreed to the following pro rata apportionment of funding set forth herein. (In a separate agreement, the Public Defender will contract with the City of Greenville to provide services in addition to their contract in the amount of \$25,000.) Based on population, the Municipalities’ gross budget, court docketing schedule and warrant load, the Municipalities agree to funding at the respective amounts: The City of

Greer will contribute \$10,000, the City of Mauldin will contribute \$10,000, the City of Simpsonville will contribute \$10,000, the City of Fountain will contribute \$10,000, and the City of Travelers Rest will contribute \$5,000. In exchange for said funding, the Public Defender will assign an attorney (“Municipal Attorney”) to provide representation of indigent clients appointed during the fiscal year, screened and appointed through the Office of Indigent Defense, to the Courts of the Municipalities. The Agreement with the City of Greenville will not impact this Agreement other than to document the alternative funding source for the municipal attorney.

2. Should any one of the Municipalities decide not to enter this Agreement, or terminate the Agreement, then the Public Defender will nonetheless provide services to the Municipalities entering or remaining in the Agreement at the same funding amounts listed above. , realizing that said attorney may then also be assigned other duties and responsibilities within the Office.
3. Term, Termination, and Renewal: The Agreement shall begin on the effective provided for below and will automatically renew on its anniversary date of each year unless it is terminated by any of the parties. If one Municipality terminates the Agreement, the Agreement shall remain in effect for the Municipalities who remain as a party to the Agreement. Any party to this Agreement may terminate at any time without cause. In the event of termination, the Municipal Attorney shall continue to provide representation of all indigent defendants through the end of the term of the Agreement.
4. Annual Review of the Agreement: The Public Defender will obtain caseload numbers for the first seven months after the effective date of this Agreement and will provide that information to each Municipality no later than February 28, 2024 and no later than February 28 of every subsequent year unless and until such time as the Agreement is terminated by all Municipalities. On May 1, 2024 or sooner, the Public Defender and respective municipalities will meet to discuss any needed adjustments to the terms of this Agreement. Funding from

the Municipalities will be examined to make sure it is substantially consistent with caseload, meaning those municipalities paying more should be representative of the proportional amounts of the municipal attorney's caseload for each Municipality. The parties agree to discuss in good faith any adjustments to funding that is appropriate and renewal amounts going forward.

5. Cooperative Calendar: The Municipalities agree to work together to generate a mutually agreeable court calendar wherein cases for the Public Defender may be limited by day, to AM or PM, or other hierarchy of attendance so that the municipal attorney can substantially cover appearances in all the municipalities with limited involvement from other attorneys in the office.
6. Departure of Municipal Attorney: In the event the Municipal Attorney departs or resigns their position with the Public Defender during the term of this Agreement, the Public Defender shall continue to provide representation for the Municipalities consistent with the terms of this Agreement.
7. Recitals: The foregoing Recitals are incorporated herein as if set forth verbatim.
8. Approval by Governing Body: Each Municipality shall be responsible to obtain approval by its City Council prior to entering this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

**IN WITNESS WHEREOF**, the Thirteenth Circuit Public Defender's Office and the Municipalities executed this agreement that becomes effective this \_\_\_\_ day of \_\_\_\_\_, 2023 ("effective date").

**City of Fountain Inn**

**City of Greer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**City of Mauldin**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**City of Travelers Rest**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**City of Simpsonville**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Thirteenth Circuit Public Defender**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

# PUBLIC SAFETY COMMITTEE

## AGENDA ITEM SUMMARY

**MEETING DATE:** July 3, 2023  
**AGENDA ITEM:** 6b

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**TO:** Public Safety Committee  
**FROM:** Chief George Miller  
**SUBJECT:** Amended Agreement for School Resource Officers

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### REQUEST

To approve an Amended Agreement for School Resource Officers with Greenville County to add one (1) grant School Resource Officer position to the current agreement.

### HISTORY/BACKGROUND

The City of Mauldin has an agreement with the School District of Greenville County to have two (2) officers in Mauldin High School, one (1) officer in Mauldin Middle School, one (1) officer in Mauldin Elementary School and one (1) officer in Bethel Elementary School. The Golden Strip Career Center is covered by patrol officers in that area.

### ANALYSIS or STAFF FINDINGS

The Mauldin Police Department put in for a grant from the State of South Carolina and received word that we were awarded the grant. The grant is a 100% paid by the state grant for one (1) additional School Resource Officer to be permanently placed in the Golden Strip Career Center.

### FISCAL IMPACT

There will be no Fiscal Impact.

### RECOMMENDATION

Staff recommends we accept the Amended Agreement for School Resource Officers, by adding the one (1) grant position to the existing agreement.

### ATTACHMENTS

A copy of the Amended Agreement for School Resource Officers

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS  
POST OFFICE BOX 1993  
BLYTHEWOOD, SOUTH CAROLINA 29016

**AWARD**

**Implementing Agency:** Mauldin Police Department

**School District(s):** Greenville County School District

**Award Period:** 07/01/2023 – 06/30/2024      **Date of Award:** June 16, 2023

**Amount of Award:** \$347,740      **Award Number:** SR-017-C2304-24

In accordance with the provisions of the South Carolina Appropriations Act, and on the basis of the application submitted, the South Carolina Department of Public Safety (SCDPS) hereby awards to the foregoing implementing agency state funds shown above, for the project specified in the approved application and within the purposes and categories authorized.

**Payment of Funds:** Funds will be disbursed to the implementing agency (according to the project budget) upon receipt of evidence that funds have been invoiced and products received or that funds have been expended (e.g., invoices, contracts, itemized expenses, etc.). A copy of the grant application, which includes the approved budget is available on [www.scdpsgrants.com](http://www.scdpsgrants.com) for the awardee's use in completing the request for payment forms.

The award shall become effective, as of the date of the award, upon the return of this form to the Office of Highway Safety and Justice Programs (OHSJP) signed by the Implementing Law Enforcement Agency Head in the space provided below. This award must be accepted no later than August 15, 2023, and such quarterly and other reports required by the SCDPS must be submitted in accordance with the terms and conditions set forth in the application and the special conditions attached to the award.

**ACCEPTANCE FOR THE AWARDEE**

**ACCEPTANCE FOR THE SCDPS**

\_\_\_\_\_  
George Miller, Chief  
Mauldin Police Department

  
\_\_\_\_\_  
Phil Riley, Director  
Office of Highway Safety and Justice Programs

**THIS AWARD IS SUBJECT TO THE AWARD TERMS AND CONDITIONS  
AND THE ATTACHED SPECIAL CONDITIONS.**



**south carolina**  
**DEPARTMENT of PUBLIC SAFETY**  
PROTECT. EDUCATE. SERVE.

**Office of Highway Safety  
and Justice Programs**

10311 WILSON BLVD.  
BLYTHEWOOD, SC 29016

June 16, 2023

Chief George Miller  
Mauldin Police Department  
5 E. Butler Road  
Mauldin, SC 26202-4196

RE: State School Resource Officer Program Award No. SR-017-C2304-24  
2023 - 2024 Mauldin Police Department SRO Program

Dear Chief Miller:

I am pleased to provide you with an award in the amount of \$347,740 for the above-referenced project. To complete the contract for this award, it is necessary for you, as the Implementing Law Enforcement Agency Head, to return the signed award no later than August 15, 2023.

The Office of Highway Safety and Justice Programs (OHSJP) offers awardees the option to use electronic or digital signatures to execute OHSJP award documents. Signed award documents may be emailed to the OHSJP at [SROprogram@scdps.gov](mailto:SROprogram@scdps.gov).

Copies of the Request for Payment/Quarterly Fiscal Report Forms are attached. The financial reports should be completed by the law enforcement agency for each calendar quarter ending date and are due 30 days after the end of the quarter.

A copy of the SRO Quarterly Report Form is also attached. The SRO Quarterly Report should be completed by the school district for each calendar quarter ending date and is also due 30 days after the end of the quarter.

Please contact your [assigned program coordinator](#) if you have any questions regarding this award.

Sincerely,

Phil Riley  
Director

**Attachments**

c: School District Superintendent  
Official File