



PUBLIC SAFETY COMMITTEE MEETING

MONDAY, AUGUST 1, 2022 | 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
AUGUST 1, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD**

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

- | | |
|---|--------------------------|
| 1. <u>Call to Order</u> | The Honorable Carol King |
| 2. <u>Public Comment</u> | The Honorable Carol King |
| 3. <u>Reading and Approval of Minutes</u> | The Honorable Carol King |
| a. Public Safety Committee Meeting: July 5, 2022
[Pages 3-4] | |
| 4. <u>Reports or Communications from City Officers</u> | The Honorable Carol King |
| a. Fire Chief Brian McHone | |
| i. Budget Review | |
| b. Judge Angela Martin | |
| i. Budget Review | |
| c. Police Chief George Miller | |
| i. Budget Review | |
| 5. <u>Unfinished Business</u> | The Honorable Carol King |
| There is no unfinished business. | |
| 6. <u>New Business</u> | The Honorable Carol King |
| a. Clemson University Mutual Aid Agreement [Pages 5-7] | |
| b. Open Burning Permit for Adams Glen [Pages 8-9] | |
| 7. <u>Public Comment</u> | The Honorable Carol King |
| 8. <u>Committee Concerns</u> | The Honorable Carol King |
| 9. <u>Adjournment</u> | |

MINUTES
PUBLIC SAFETY COMMITTEE MEETING
JULY 5, 2022, 6PM
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD
6th committee meeting

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

Others present: Fire Chief McHone, Police Chief Miller, and City Administrator Brandon Madden

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

a. Public Safety Committee Meeting: June 6, 2022

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

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

4. Reports or Communications from City Officers

a. Fire Chief Brian McHone

i. Budget Review- No report

b. Judge Angela Martin

i. Budget Review- No report

c. Police Chief George Miller

i. Budget Review

Chairwoman King thanked everyone for their participation in the job fair. She has heard nothing but good comments on the department representatives.

Chief Miller reported the two new cars have come in. The Police Youth Academy will be held July 11th through 22nd. There will be a Citizens' Academy in the fall.

Codes Enforcement hangers have been ordered and will be placed at residences that may have a compliance issue. The hangers will be for things such as tall grass or vehicles with no tags parked in front of a home.

The department is conducting active shooter training.

5. Unfinished Business- There is no unfinished business.

6. New Business- There is no new business.

7. Public Comment- None

8. Committee Concerns- None

Chairwoman King asked Councilwoman Kuzniar if the Building Codes committee could look into Mr. Aldobar's concerns regarding codes. Councilwoman Kuzniar answered yes.

9. Adjournment- Chairwoman King adjourned the meeting at 6:23 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC SAFETY COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: August 1, 2022

AGENDA ITEM: 6a

TO: Public Safety Committee
FROM: Chief George Miller
SUBJECT: Contract with Clemson University

REQUEST

To approve a contract with Clemson University

HISTORY/BACKGROUND

Each year Clemson University requests assistance from agencies to help in the security for the home games for the football team's home games during the season.

ANALYSIS or STAFF FINDINGS

The police department has been assisting Clemson University for approximately 15 years with security for the football games. It has built a long-lasting relationship between Clemson, us and the multiple other agencies that participate.

FISCAL IMPACT

There will be no Fiscal Impact

RECOMMENDATION

Staff recommends we accept the contract with Clemson University

ATTACHMENTS

A copy of the contract with Clemson University

CONTRACT FOR LAW ENFORCEMENT SERVICES AT CLEMSON UNIVERSITY SPECIAL EVENTS

This Agreement is entered into as of July 1st, 2022 between CLEMSON UNIVERSITY (“University”) and the MAULDIN POLICE DEPARTMENT LAW ENFORCEMENT JURISDICTION (“Jurisdiction”).

RECITALS: The purpose of this Agreement is to describe the terms and conditions pursuant to which police officers from Jurisdiction will provide law enforcement services for Clemson University at Clemson University special events in accordance with South Carolina Code section 23-20-10 *et seq.*

1. Term.

The term of this Agreement will be one year, beginning on July 1, 2022, and ending on July 1, 2023. This Agreement may be terminated earlier by either party upon sixty (60) days’ prior written notice to the other party. Any modification of this agreement must be made in writing and signed by all parties.

2. Jurisdiction’s Rights and Obligations.

- a) Subject to availability and upon at least two weeks advance notice, Jurisdiction agrees to assign one or more police officers to provide law enforcement services at Clemson University special events, including but not limited to athletic events, concerts, graduation and livestock shows/events.
- b) At all times relative to this Agreement, Jurisdiction’s police officers shall remain employees of Jurisdiction and will have full arrest powers while performing services at Clemson University.
- c) All police officers assigned to any special event at Clemson University pursuant to this Agreement shall comply with those policies, procedures and instructions provided by University, provided no such duties shall be contrary to their oath or obligation as a sworn officer of the law under the laws of the State of South Carolina.
- d) Neither Jurisdiction nor any personnel of Jurisdiction will for any purpose be considered employees or independent contractors of University. Jurisdiction is solely responsible for the payment of salary to any police officers assigned to any special event under the terms of this Agreement, including withholding income taxes and social security, health insurance, worker’s compensation and disability benefits.

3. University’s Rights and Obligations.

- a) University will pay the Jurisdiction \$40.00 per hour for each officer assigned to work at a Clemson University special event (non-athletic event).

University will pay the jurisdiction \$45.00 per hour for each officer assigned to work at a Clemson University Athletics event.

- b) Jurisdiction shall determine those officers it shall assign to any special event at Clemson University, provided that Clemson University reserves the right to reject the Jurisdiction's assignment of any police officer at any Clemson University special event.
- c) University will maintain records concerning the performance of services provided to University.

4. Miscellaneous.

- a) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of South Carolina, the courts of which state shall have jurisdiction over its subject matter.
- b) The individuals signing below on behalf of Jurisdiction and University, respectively, hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Jurisdiction and University, respectively and that this Agreement is binding upon both parties in accordance with its terms.

UNIVERSITY

By _____
(Signature)

Name Anthony E. Wagner
Title Executive Vice President
VP Finance & Operations
Clemson University

By _____
(Signature)

Name Greg Mullen
Title Chief of Police
Clemson University

JURISDICTION

By _____
(Signature)

Name George Miller
Title Chief

Address

5 East Butler Road
Mauldin, S.C. 29662

- **Sec. 20-8. - Open burning.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(a)

It shall be unlawful for any person to start, or cause to be started, an open fire to burn any woodlands, brush, grass, structures, leaves, debris or other matter, except as provided in this section.

(b)

The city fire department may burn for official training purposes.

(c)

The city may issue a burning permit, at its discretion, for the burning of trees, brush and undergrowth on land in excess of five acres where such land has been cleared for development, under the following conditions:

(1)

The applicant shall give the city notice in writing of all information required by the city. This notice shall include, but not be limited to, the location of the proposed burn, the material to be burned, the times and dates of the proposed burn, and the location of public roads, streets, property lines, and dwellings in the proximity of the burn.

(2)

The applicant shall clear the area around the burn site and have immediately available sufficient equipment and personnel to adequately secure the fire and prevent its spread. If, in the opinion of the fire department, it is necessary for the city to send fire department equipment to the burn site, the applicant shall be responsible to pay for the reasonable cost thereof, as determined by the city.

(3)

No matter may be burned which is not native to the site.

(4)

The applicant shall conduct the burn at such location and under such conditions that smoke or fumes will not go onto any roadway or the property of others and not pose a

health or environmental hazard. Weather, atmospheric conditions and recent rainfall shall also be factors to be considered.

(5)

No burning shall be carried out during any period which the governor or other authorized official has declared that an emergency exists in connection with forest fires or open burning.

(6)

The applicant agrees to be fully responsible for any damages or injuries to others as a result of the burning activity. The city requires the applicant to provide proof of liability insurance in such amounts as determined by the city.

(7)

The city may impose such other conditions and restrictions as are deemed appropriate based on the type and size of the proposed burn.

(8)

The chief of the fire department and city administrator are authorized to establish additional rules and regulations for burning permits.

(9)

The applicant will pay a permit fee as determined by resolution of the city council. No permit shall be issued without the approval of the city council.

(d)

This section shall not prohibit cooking fires built in fireplaces, grills or barbecue pits which shall be kept under competent and continuous supervision.

(e)

The city may issue permits for open fires as part of special events under such terms and conditions as provided by the city.

(Code 1994, § 9-9)