

**RESOLUTION NO.: R-2013-018**

*Authorizing tastings only of locally produced wine and beer only provided by market vendors and operation of Soda City, an open-air market featuring farmers and food within the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas, and authorizing the City Manager to execute an Agreement between the City of Columbia and Emile DeFelice for use of the 1500 block of Main Street excluding Boyd Plaza and the sidewalk areas for Soda City*

WHEREAS, Emile DeFelice ("Organizer") is organizing an open air market to be held within the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza and sidewalk areas, from 7:30 a.m. until 2:00 p.m. (Winter Hours: September through May) and 6:30 a.m. until 1 p.m. (Summer Hours: June through August) on Saturdays following the approval date of this resolution until December 28, 2013. The City of Columbia reserves the right to negotiate with the Market Organizer and other parties to accommodate unplanned events that the City deems as extraordinary.

WHEREAS, the City of Columbia ("City") has agreed to sponsor the said event; and,

WHEREAS, Organizer has requested permission for the temporary closing and use of the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza and the sidewalk areas as shown on the sketch attached hereto as Exhibit "A" and incorporated herein, from 7:30 a.m. until 2:00 p.m. (Winter Hours: September through May) and 6:30 a.m. until 1:00 p.m. (Summer Hours: June through August) for set up, clean up, and staging of the event to be held in the parking spaces only from 9:00 a.m. until 1:00 p.m. (Winter Hours: September through May) and 8 a.m. until 12:00 p.m. (Summer Hours: March 16-November 2) on Saturdays beginning the first Saturday following the approval date of this resolution until December 29, 2013, for patrons to taste locally produced wine and beer beverages only provided by market vendors at the event during the operating hours of 9:00 a.m. until 1:00 p.m. (Winter Hours: September through May) and 8 a.m. until 12:00 p.m. (Summer Hours: March 16-November 2); and for crowd control and overflow; and,

WHEREAS, Organizer shall:

1. Bear all costs associated with all market events, including police officers on duty from 8:00 a.m. to 2 p.m. (Winter Hours: September through May) and 7:00 a.m. to 1:00 p.m. (Summer Hours: June through August) and a fire marshal as required by the City of Columbia Fire Department, and will not seek any financial assistance from the City of Columbia.
2. Be responsible for vendors' tents and tables. All equipment shall be set up within the parking space areas only within the 1500 block of Main Street. Tents and tent tie down materials and food trucks are prohibited on the sidewalk areas and medians. There shall be a minimum distance of twenty (20') feet between the tents and food trucks on each side of the street to allow for emergency vehicle access through the middle of the street and to comply with fire codes. All vendor activities shall be in compliance with applicable fire codes. Vendor tents and food trucks shall be placed and installed in compliance with fire codes. The number of vendor tents and food trucks allowed in the event area shall be limited by and in compliance with fire codes.
3. Provide bathroom facilities for vendors and event patrons. If these facilities are housed in an existing business, Market Organizer shall provide the City a written confirmation letter from said business(es);
4. Provide a certificate of insurance as evidence of general liability insurance with at least the minimum amount of \$600,000.00 for personal injury and property damage and naming the City as an insured, as required by Chapter 11, Licenses, Permits, Business Regulations, Article III, Contractors, Sec. 11-71, 1998 Code of Ordinances of the City of Columbia, South Carolina;
5. Vendors must have current permits, licenses and certifications required by local, state and/or federal laws and regulations, including but not limited to those permits, licenses and certifications described in Exhibit "B" attached hereto and incorporated herein;

6. Vendors must comply with the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein;

7. Insure that all items sold are LOCALLY grown, produced, processed and crafted within one hundred (100) miles of Columbia, South Carolina. Special exceptions will be made on products not available within one hundred (100) miles of Columbia, South Carolina, i.e. fresh coastal seafood, citrus, coffee, out-of-season and exotic produce, etc.

8. Insure vendors offering tastings of locally produced wines and beers have obtained all necessary permits and/or licenses which are required by SCDOR for wine and beer tastings.

9. Adopt appropriate Rules and Regulations for the conduct and control of the market.

10. Require all vendors to execute an indemnification and hold harmless agreement in favor of the City of Columbia prior to their participation in the event, attached hereto as Exhibit "D", and incorporated herein.

WHEREAS, it has been determined that such an event would be in the public interest; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and Council this 5th day of February, 2013, that tastings of locally produced wine and beer only provided by market vendors is authorized at the event between the hours of 9:00 a.m. until 1:00 p.m. (Winter Hours: September through May) and 8 a.m. until 12:00 p.m. (Summer Hours: March 16-November 2); and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the attached Agreement to Organize and Operate an Open Air Market between Emile DeFelice ("Organizer") and City of Columbia for use of the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza and the sidewalk areas, for Soda City (open air market), attached hereto as Exhibit "E" and incorporated herein; and,

BE IT FURTHER RESOLVED that possession and consumption of alcoholic liquors or alcoholic beverages within the event area is prohibited; and,

BE IT FURTHER RESOLVED that VIP tents or VIP areas for the possession and consumption of alcoholic liquors or alcoholic beverages within the event area are prohibited; and,

BE IT FURTHER RESOLVED that organizer is responsible or shall make arrangements for the clean-up of all trash and debris within the event area and shall place same in the roll carts provided by the City. Any overflow of trash and debris shall be placed in garbage bags with the top securely closed and placed beside the City roll carts. The number of roll carts needed for the event shall be determined by organizer and the City Solid Waste Division prior to the event and placed throughout the event area to ensure that trash and debris are well contained. Roll carts and bagged trash and debris shall be returned to the collection point designated by the City in a timely manner. If the organizer has not opted to use City services to clean up the event area, any costs incurred by the City in removing loose trash and debris within the event area, which the organizer has failed to clean up, shall be billed to and paid by the organizer; and,

BE IT FURTHER RESOLVED that all vendors be restricted to a stationary location; and,

BE IT FURTHER RESOLVED that food trucks shall be limited to three (3) trucks and restricted to a stationary location, one each parked in the loading/unloading spaces as depicted on the sketch attached as Exhibit "A" and incorporated herein; and,

BE IT FURTHER RESOLVED that only pedestrian traffic will be allowed within the area. All other traffic, including, but not limited to, automobiles, trucks, motorcycles, mopeds, bicycles, skate boards, and horses, except police horses, is prohibited, except for such times as the Organizer permits loading before the

event and unloading after the closing of the event. Canines and felines are allowed, provided that current leash laws are observed as are set out in the 1998 Code of Ordinances of the City of Columbia, as amended. Coolers, glass bottles, breakable glasses and/or cups and backpacks shall be prohibited. Shopping bags shall be allowed; and,

ORIGINAL  
STAMPED IN RED

BE IT FURTHER RESOLVED that during the designated time the closed portion of the 1500 block of Main Street between Hampton Street and Taylor Street, excluding Boyd Plaza and the sidewalk areas, with the exception of the parking areas, adjacent off-street parking areas and other areas posted as to not allow alcoholic beverages, shall be declared to be a Public Park and provisions of Chapter 15, Parks and Recreation, Sec. 15-1, 15-2 and 15-3, Code of Ordinances of the City of Columbia, South Carolina are in effect. Pursuant to Chapter 14, Offenses and Miscellaneous Provisions, Article IV, Offenses Against the Public Peace and Order, Sec. 14-99, 1998 Code of Ordinances of the City of Columbia, South Carolina, the 1500 block of Main Street between Hampton Street and Taylor Street, with the exception of Boyd Plaza, sidewalk areas, parking areas, adjacent off-street parking areas and any other areas posted as to not allow alcoholic beverages, is deemed to be the site of a public festival at which the tasting of locally produced wine and beer beverages only provided by market vendors may be consumed and the prohibition against possession or consumption of wine and beer beverages only set forth in Sec. 14-99 shall not apply. Possession and tastings only of locally produced wine and beer beverages only which are provided by market vendors only shall be permitted only in plastic cups provided by vendors within the areas designated.

PROVIDED, FURTHER, that the event organizer shall provide the names and cell phone numbers of a least two contact persons who can receive complaints during the event, including any set up and breakdown times. The cell phones shall remain on at all times during the event and during any set up and breakdown time.

PROVIDED, FURTHER, that failure of the event organizer to strictly comply with the time frames and other requirements and responsibilities set forth in this resolution may result in a denial of subsequent requests to allow the event.

PROVIDED, HOWEVER, that no solicitation or transactions be made in violation of Sec. 14-32, 1998 Code of Ordinances of the City of Columbia, South Carolina.

Requested by:

Emile DeFelice \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

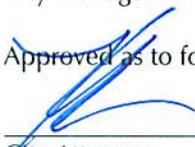
Approved by:

  
\_\_\_\_\_  
City Manager

ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Introduced: 2/5/2013

Final Reading: 2/5/2013



## EXHIBIT "B"

A. Vendors must be licensed to conduct business in the State of South Carolina. The State requires all vendors (including resellers), with the exception of farmers, to secure a South Carolina retail license and post it at their booth each week for the entire event.

B. Vendors must have a current City of Columbia business license and are to be responsible for the collection and remittance of hospitality taxes to the City of Columbia.

C. Vendors are responsible for their own taxes (including sales tax), necessary permits, inspections (food, agricultural & nursery plants), and license liabilities.

D. All vendors planning to sell any food product see the South Carolina Department of Agriculture's Food Safety and Compliance Guidelines, a copy of which is attached hereto as Exhibit "C" and incorporated herein.

E. The state of South Carolina **does not allow any food items for public sale to be manufactured in a home kitchen, except for those food items being sold pursuant to and in compliance with the South Carolina Cottage Food Bill.** Any process where exposed food is mixed, repacked, packaged and/or cooked is considered food manufacturing and falls under SCDA/FDA jurisdiction. Any sauce, pickled food, bottled product and/or canned food must be sent to a **Process Authority** (Clemson University of N.C. State) for analysis prior to sale.

F. Farms and nurseries are required to fulfill the South Carolina Department of Agriculture's "SC Certified" application process. Nursery growers are required to comply with South Carolina's Nursery Regulations.

G. Weights and measures are expected to be in accordance with local, state and federal laws and regulations.

### **Agricultural Sellers**

- Corn Meal and Grits – corn checked by SCDA, Grist Mill Inspection SCDA, Inspection Report/Registration Number SCDA, approved SCDA labeling
- Dairy – SCDHEC Dairy regulations
- Cheese – contact SCDA
- Eggs – SCDA wholesale license, approved USDA labeling / washing / inspection / grading
- Honey – Honey House inspection SCDA, approved SCDA labeling
- Meat (poultry, beef, pork, and lamb) – SC Meat & Poultry registration, inspection, become Registered Meat Handler, inspection mark of SCMPID or USDA on meat, liability insurance
- Meat (rabbit, quail, alligator) – SCDA certification
- \*\*Certified SC Grown – SCDA registration

### **Non-Agricultural Sellers**

- Ocean Fish (whole and unprocessed) – contact DNR, Wholesaler License
- Ocean Fish (processed, dressed) – course/plan HACCP FDA, facility inspection/registration SCDA, wholesaler or commercial fisherman license, liability insurance
- Boiled Peanuts (off-sight) -- SCDA or SCDHEC inspected and registered facility, approved SCDA labeling
- Baked Goods, Candy, Nuts -- SCDHEC or SCDA registration, approved SCDA labeling
- Owners of DHEC approved bakery / restaurant: SCDHEC catering or retail food license, retail Grade "A" permit
- Canned, Jarred, Bottled Foods – required analysis at Clemson or NC State, SCDHEC or SCDA approved and registered manufacturing facility

**EXHIBIT "C"**  
**SOUTH CAROLINA DEPARTMENT OF AGRICULTURE**  
**Food Safety and Compliance Guidelines**

All vendors must follow the following guidelines and provide documentation at the booths to sell any items listed below.

**Corn Meal and Grits**

Corn checked for aflatoxins by SCDA Lab 803-737-9700

Grist Mill Inspection by SCDA 803-737-9690

\_\_\_ Provide copy of current SCDA Inspection Report/Registration Number.

\_\_\_ Proper labeling with name of product, ingredient list, name and address of manufacturer and net weight that has been reviewed by SCDA for compliance.

**Dairy**

SC DHEC Dairy Division handles all regulations and requirements regarding fluid milk products. 803-896-0644

SCDA handles cheese and cheese products. 803-737-9690

All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

Keep at 45 degrees or lower at market. Label samples, "Display only".

\_\_\_ Provide copy of current liability insurance.

**Eggs**

\_\_\_ Provide copy of SCDA current wholesale license

\_\_\_ Provide copy of current liability insurance

\_\_\_ Keep eggs at 45 degrees or lower at market.

\_\_\_ Label your *sample* carton, "Display only-Not for Sale."

\_\_\_ Eggs must be washed, properly labeled, inspected and graded according to USDA Standards. 803-737-9690

\_\_\_ A "packed on" or *expiration* date must be printed on all cartons/labels.

**Fish and Seafood**

**Whole and unprocessed** fish and seafood are under the Dept. of Natural Resources (DNR). 803-734-3886

**Commercial Fisherman License and/or a Wholesaler's License is required to sell to public,** including Farmers Market (call 843-953-9036 to apply).

**Processed, dressed, gutted, scaled Fish**

\_\_\_ Complete a seafood HACCP course provided by FDA and have a HACCP plan.

\_\_\_ Provide copy evidence of completion of HACCP course/plan

\_\_\_ Use of an inspected and registered facility (fish house) by SCDA.

\_\_\_ Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

\_\_\_ Provide copy of commercial fisherman's license.

\_\_\_ Provide copy of current liability insurance.

### Honey

\_\_\_ Honey is a processed food and must be cut, extracted and packaged in an SCDA approved (inspected) and registered Honey House.

\_\_\_ Provide copy of current Inspection Report for your facility and letter from shared honey house verifying use.

\_\_\_ Honey must be properly labeled with Name of product, name and address of manufacturer, and net weight. Label must be in compliance with SCDA laws.

\_\_\_ Honey exemption (sales to end consumer, less than 150 gal/Yr, complete exemption form); Must be labeled.

### Meat

Poultry, beef, pork and lamb is regulated by SC Meat and Poultry Inspection Division, Clemson Livestock, Poultry and Health, 500 Clemson Road, Columbia, SC. All products crossing the state line will be under the jurisdiction of the Food and Drug Administration and/or US Dept of Agriculture/Food Safety Inspection Service.

\_\_\_ Must become a Registered Meat Handler to sell meat at farmers market (no cost) Door-to-door Meat firms must comply with SC Weights and Measure Laws. 803-737-9690

\_\_\_ Inspection mark on meat (either SCMPID establishment # or USDA #) 803-788-8747

Meat must be kept frozen at 0\* F or less/ kept refrigerated at 45\*F or less

\_\_\_ Provide copy of current liability insurance.

### Peanuts

Boiled peanuts must be boiled, kept hot and bagged on site. No label required. (See exception)

Other types of peanuts and nuts that are prepackaged must be prepared in an **inspected and registered off site facility by SCDA**. Approved kitchen and labeled with name of product, ingredient list, name and address of manufacturer and net weight.

\_\_\_ Provide inspection report for your DHEC or SCDA approved facility or letter giving you permission to use another facility and copy of inspection report.

### Baked Goods, Candy, Covered nuts

Baked goods, candy, covered nuts must be prepared in an inspected facility.

\_\_\_ Provide inspection report for your DHEC or SCDA approved and registered facility and letter giving you permission to use another facility and copy of inspection report.

\_\_\_ Use an approved label (State and federal law)! Derek Underwood, 803-737-9690, SCDA will work with you.

\_\_\_ Vendors who are **owner operators** of a DHEC approved bakery or restaurant can sell certain foods at the farmers market under their catering license or retail food license issued by SCDHEC 803-896-0640. Must post or provide retail Grade "A" permit at point of sale.

\_\_\_ Provide current Inspection report for bakery or restaurant

### Canned/jarred/bottled Foods

\_\_\_ Canned/jarred/bottled Foods (jams, jellies, sauces, chow-chow and pickled foods) must be sent to Clemson University or NC State Univ. for analysis.

\_\_\_ Attendance required at Better Process Control School, FDA and SCDA registration, etc, for pickled foods.

\_\_\_ **Illegal home canned foods are hazardous and cannot be sold.** DHEC or SCDA registered facility must be used. Derek Underwood will work with you on how to manufacture canned foods.

\_\_\_ Provide documentation from SCDA that foods are approved for market

### **Organic Products**

Organic Certification is required to advertise that you are selling organic products. Certificate should be displayed.

\_\_\_ Provide copy of certificate

Clemson University's Department of Plant Industry is a USDA approved Accredited Certifying Agent. This accreditation allows DPI (Department of Plant Industry) to certify organic operations in the three major categories of certification. Those three categories are crops, livestock and processing. For more information concerning organic certification, please send an email Kyle Stephens, rstphns@clermson.edu or call 864-646-2140.

### **Certified SC Grown**

Membership in the Certified South Carolina Program is made by application to and acceptance by the South Carolina Department of Agriculture. All farm producers, food manufacturers, specialty food producers, packing facilities and others engaged in the production or manufacture of agricultural products in South Carolina are eligible to apply. Applications are on the web <http://agriculture.sc.gov> or call Ansley Rast Turnblad at [arast@scda.sc.gov](mailto:arast@scda.sc.gov) or call 803-734-2210. Members should display Certified **South Carolina Grown logo**.

Derek Underwood, 803-737-9690, SCDA will work with you on any requirements where SC Department of Agriculture must give approval. SCDA regulates farmers markets in South Carolina.

### **Nursery Stock**

*To sell nursery stock at the Soda City Market certified producers must adhere to the following standards:*

1. Possess a valid nursery license or dealer license from the state of South Carolina, whether fee exempt or commercial.
2. Comply with pest cleanliness quality and patent regulations (ie. knock out roses).
3. Possess verification that the nursery stock they sell is of their own production. Records must be kept for a period of not less than 12 months, and include the date and source of materials. Production shall mean:
  - a. Plants are in the possession and control of the certified producer for not less than 90 days from purchase or from the date of first planting in the case of sexual (seeds) and vegetative-asexual (cuttings, grafting, etc.)

For more information contact:

Eric Hitzler, State Plant Inspector;(864)646-2140; [ejhtzlr@clermson.edu](mailto:ejhtzlr@clermson.edu); Clemson University, Department of Plant Industry, 511 Westinghouse Road, Pendleton, SC 29670;<http://dpi.clemson.edu>

**Disclaimer: The guidelines contained in Exhibit "B" and "C" are meant for educational purposes only. Please contact State Compliance Manager, Derek Underwood [or appropriate contact], regarding your individual food safety and compliance issue.**

**EXHIBIT "D"**  
**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of being permitted to participate as a vendor in the Soda City open air farmers' market ("Market") sponsored by the City of Columbia and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA**, its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of my participation as a vendor in the Market sponsored by the City of Columbia.

I acknowledge that I have read and understand this Indemnification and Hold Harmless Agreement, and I agree to be legally bound by it.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor's Name (Please Print)



acknowledged, the Organizer, does hereby agree to **INDEMNIFY AND HOLD THE CITY OF COLUMBIA**, its employees, officers, agents and/or contractors **HARMLESS** from and against any and all claims, demands, actions, liens, judgments, claims for property damage or personal injury or other liability of any nature whatsoever and without limitation, arising from, out of or a result of operation of the Market sponsored by the City of Columbia, including those arising from vendor or customer participation in the market. Organizer acknowledges that he has read and understands this Indemnification and Hold Harmless provision and agrees to be legally bound by it.

This document contains the entire Agreement between the Organizer and the City. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing by both parties.

This Agreement shall be construed in accordance with the laws of the State of South Carolina.

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: City of Columbia, Attn: City Manager, Post Office Box 147, Columbia, South Carolina 29217.

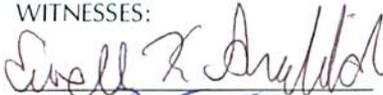
Written notice to the Organizer shall be made by placing such notice in the United States Mail, postage prepaid, and addressed to: 709 Woodrow Street, #220, Columbia, South Carolina 29205.

The failure of the Organizer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any subsequent time. Waiver of any breach of the Agreement by the Organizer or the City shall not constitute waiver of any subsequent breach.

Unless otherwise terminated as provided for herein, this Agreement shall terminate on December 28, 2013.

Witness the parties' respective hands and seals as of the dates reflected below.

WITNESSES:


DATE:

2-21-13

ORGANIZER



Emile DeFlice

WITNESSES:


DATE:

2/21/2013

CITY OF COLUMBIA

BY: 

Teresa B. Wilson

ITS: City Manager