



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

R&R

Proposed No. BOH22-01.2

Sponsors

1 A RULE AND REGULATION relating to retail food
2 establishments and making technical amendments;
3 amending R&R 05-06, Section 4, as amended, and BOH
4 5.04.020, R&R 15-04, Section 3, as amended, and BOH
5 5.04.025, R&R 17-01, Section 2, and BOH 5.04.045, R&R
6 17-01 Section 3, and BOH 5.04.055, R&R 05-06, Section
7 8, as amended, and BOH 5.04.290, R&R 91, Section 1
8 (part), as amended, and BOH 5.04.370, R&R 91, Section 1
9 (part), as amended, and BOH 5.04.390, R&R 05-06,
10 Section 12, as amended, and BOH 5.04.410, R&R 05-06,
11 Section 15, as amended, and BOH 5.04.460, R&R 91,
12 Section 1 (part), as amended, and BOH 5.04.620, R&R 09-
13 05, Section 10, as amended, and BOH 5.04.625, R&R 91,
14 Section 1 (part), as amended, and BOH 5.04.640 and R&R
15 05-06, Section 23, as amended, and BOH 5.34.030 and
16 repealing R&R 05-06, Section 14, as amended, and BOH
17 5.04.450, R&R 13-01, Section 18, and BOH 5.34.005,
18 HDR 20, Section 1 (part), and BOH R6.04.010, HDR 20,
19 Section 1 (part), and BOH R6.04.020, HDR 20, Section 1
20 (part), and BOH R6.04.030, HDR 20, Section 1 (part), and

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21 BOH R6.04.040, HDR 20, Section 1 (part), and BOH
22 R6.04.050, HDR 20, Section 1 (part), and BOH R6.04.060,
23 HDR 20, Section 1 (part), and BOH R6.04.070, HDR 29,
24 Section 1, and BOH R6.26.010, HDR 29, Section 2(A, B,
25 C), and BOH R6.26.020, HDR 29, Section 2(D), and BOH
26 R6.26.030, HDR 29, Section 2(E), and BOH R6.26.040,
27 HDR 29, Section 2(F), and BOH R6.26.050 and HDR 29,
28 Section 2(G, H), and BOH R6.26.060; enacted pursuant to
29 RCW 70.05.060, including the latest amendments or
30 revisions thereto.

31 BE IT ADOPTED BY THE KING COUNTY BOARD OF HEALTH:

32 SECTION 1. R&R 05-06, Section 4, as amended, and BOH 5.04.020 are each
33 hereby amended to read as follows:

34 **Bakery.** WAC 246-215-01115 is supplemented with the following:

35 Bakery (WAC 246-215-01115(~~((6.1))~~)(8.1)). "Bakery" means any food
36 establishment in which food or food products are mixed and baked to final form and
37 offered to the ultimate consumer.

38 SECTION 2. R&R 15-04, Section 3, as amended, and BOH 5.04.025 are each
39 hereby amended to read as follows:

40 **Certified booth operator.** WAC 246-215-01115 is supplemented with the
41 following:

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42 Certified booth operator (WAC 246-215-01115(~~((12.1))~~)(14.1)). "Certified booth
43 operator" means an individual who has successfully completed an approved certified
44 booth operator course and holds a current, valid certificate of course completion.

45 SECTION 3. R&R 17-01, Section 2, and BOH 5.04.045 are each hereby
46 amended to read as follows:

47 **Food safety rating.** WAC 246-215-01115 is supplemented with the following:

48 Food safety rating (WAC 246-215-01115(~~((49.1))~~)(51.1)). "Food safety rating"
49 means a food safety inspection performance score issued by the health officer following a
50 routine inspection of a general food service establishment, derived from up to the four
51 most recent routine inspection results at the establishment and compared with
52 establishments of similar food establishment risk category and geographic location as
53 determined by the health officer.

54 SECTION 4. R&R 17-01 Section 3, and BOH 5.04.055 are each hereby amended
55 to read as follows:

56 **Food safety rating placard.** WAC 246-215-01115 is supplemented with the
57 following:

58 Food safety rating placard (WAC 246-215-01115(~~((49.2))~~)(51.2)). "Food safety
59 rating placard" means a placard displaying the food safety rating score of a general food
60 service establishment as determined by the health officer in accordance with this title.

61 SECTION 5. R&R 05-06, Section 8, as amended, and BOH 5.04.290 are each
62 hereby amended to read as follows:

63 **General food service.** WAC 246-215-01115 is supplemented with the following:

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64 General food service (WAC 246-215-01115(~~((51.1))~~)(53.1)). "General food
65 service" means any stationary food establishment that provides food to the public, guests,
66 patrons or its personnel for on-premises or off-premises consumption.

67 SECTION 6. R&R 91, Section 1 (part), as amended, and BOH 5.04.370 are each
68 hereby amended to read as follows:

69 **Grocery store.** WAC 246-215-01115 is supplemented with the following:

70 Grocery store (WAC 246-215-01115(~~((53.1))~~)(54.1)). "Grocery store" means a
71 food establishment selling commercially prepared and prepackaged potentially hazardous
72 foods requiring refrigeration or freezer control, whole produce and/or bulk foods for
73 consumption off-site.

74 SECTION 7. R&R 91, Section 1 (part), as amended, and BOH 5.04.390 are each
75 hereby amended to read as follows:

76 **Health officer.** WAC 246-215-01115 is supplemented with the following:

77 Health officer (WAC 246-215-01115(~~((56.1))~~)(57.1)). "Health officer" means the
78 director of the Seattle-King County Department of Public Health or any of his or her
79 authorized representatives.

80 SECTION 8. R&R 05-06, Section 12, as amended, and BOH 5.04.410 are each
81 hereby amended to read as follows:

82 **Local health officer.** WAC 246-215-01115(~~((68))~~)(70) is not adopted and the
83 following is substituted:

84 Local health officer (WAC 246-215-01115(~~((68))~~)(70)). "Local health officer"
85 means the director of the Seattle-King County Department of Public Health or any of the
86 director's authorized representatives.

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87 SECTION 9. R&R 05-06, Section 15, as amended, and BOH 5.04.460 are each
88 hereby amended to read as follows:

89 **Nonprofit institution.** WAC 246-215-01115 is supplemented with the following:

90 Nonprofit institution (WAC 246-215-01115(~~((75.1))~~)(79.1)). "Nonprofit
91 institution" means a food establishment with valid, current United States Internal
92 Revenue Code section 501(c)(3) nonprofit status, Washington State Commission for the
93 Blind status, or a municipal jail.

94 SECTION 10. R&R 91, Section 1 (part), as amended, and BOH 5.04.620 are
95 each hereby amended to read as follows:

96 **School kitchen.** WAC 246-215-01115 is supplemented with the following:

97 School kitchen (WAC 246-215-01115(~~((109.1))~~)(111.1)). "School kitchen"
98 means a food establishment in an institution for learning limited to the K-12 grades.

99 SECTION 11. R&R 09-05, Section 10, as amended, and BOH 5.04.625 are each
100 hereby amended to read as follows:

101 **School lunch program.** WAC 246-215-01115 is supplemented with the
102 following:

103 School lunch program (WAC 246-215-01115(~~((109.2))~~)(111.2)). "School lunch
104 program" means a school kitchen participating in the United States Department of
105 Agriculture National School Lunch Program under the Healthy Hunger-Free Kids Act of
106 2010 (Public Law 111-296).

107 SECTION 12. R&R 91, Section 1 (part), as amended, and BOH 5.04.640 are
108 each hereby amended to read as follows:

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109 Seasonal food establishment. WAC 246-215-01115 is supplemented with the
110 following:

111 Seasonal food establishment (WAC 246-215-01115(~~((110.1))~~)(112.1)). "Seasonal
112 food establishment" means a food establishment that routinely operates for less than
113 twelve consecutive months each year.

114 SECTION 13. R&R 05-06, Section 23, as amended, and BOH 5.34.030 are each
115 hereby amended to read as follows:

116 **Mobile food units – Requirements and restrictions - requirements.** WAC
117 246-215-09100 is (~~(not adopted and the following is substituted)~~) supplemented with the
118 following:

119 Mobile food units – Requirements restrictions - requirements (WAC 246-215-
120 09100).

121 (~~((1) The owner, permit holder and person in charge of a mobile food unit shall~~
122 ~~comply with the requirements of this chapter, except as otherwise provided in this~~
123 ~~section.~~

124 ~~(2) The owner, permit holder or person in charge of a mobile food unit shall~~
125 ~~obtain approval from other applicable regulating agencies prior to operating a mobile~~
126 ~~food unit, including the Washington state department of labor and industries.~~

127 ~~(3) The owner, permit holder or person in charge of a mobile food unit operating~~
128 ~~in King County shall operate the mobile food unit from a commissary kitchen or~~
129 ~~servicing area located in King County and approved by the health officer, and shall return~~
130 ~~to such location for supplies, thorough cleaning, and other servicing activities, as~~
131 ~~approved in a plan of operation. The owner, permit holder or person in charge shall store~~

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132 ~~the mobile food unit at a servicing area or other location approved by the health officer~~
133 ~~while the mobile food unit is not in operation.~~

134 ~~(4))~~ (6) The owner of a mobile food unit shall obtain a single, separate mobile
135 food unit permit for each mobile food unit.

136 ~~((5) Except for limited food services, the owner of a mobile food unit shall~~
137 ~~obtain a single, separate commissary permit for each commissary kitchen used, regardless~~
138 ~~of whether any other mobile food unit owner uses the same commissary kitchen.~~

139 ~~(6) The owner, permit holder or person in charge of a mobile food cart shall~~
140 ~~ensure the cart body size is limited to three feet by six feet with each extension no longer~~
141 ~~than eighteen inches.))~~

142 SECTION 14. The following are hereby repealed:

- 143 A. R&R 05-06, Section 14, as amended, and BOH 5.04.450;
- 144 B. R&R 13-01, Section 18, and BOH 5.34.005;
- 145 C. HDR 20, Section 1 (part), and BOH R6.04.010;
- 146 D. HDR 20, Section 1 (part), and BOH R6.04.020;
- 147 E. HDR 20, Section 1 (part), and BOH R6.04.030;
- 148 F. HDR 20, Section 1 (part), and BOH R6.04.040;
- 149 G. HDR 20, Section 1 (part), and BOH R6.04.050;
- 150 H. HDR 20, Section 1 (part), and BOH R6.04.060;
- 151 I. HDR 20, Section 1 (part), and BOH R6.04.070;
- 152 J. HDR 29, Section 1, and BOH R6.26.010;
- 153 K. HDR 29, Section 2(A, B, C), and BOH R6.26.020;
- 154 L. HDR 29, Section 2(D), and BOH R6.26.030;

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155 M. HDR 29, Section 2(E), and BOH R6.26.040;

156 N. HDR 29, Section 2(F), and BOH R6.26.050; and

157 O. HDR 29, Section 2(G, H), and BOH R6.26.060.

158 SECTION 15. Severability. If any provision of this rule or its application to any

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159 person or circumstance is held invalid, the remainder of the rule or the application of the
160 provision to other persons or circumstances is not affected.

R&R was introduced on and passed as amended by the Board of Health on 5/19/2022,
by the following vote:

Yes: 13 - Baker, Daniell, de Castro, Herbold, Kohl-Welles,
McDermott, Morales, Mosqueda, Zahilay and Koellen
Excused: 1 - Honda

BOARD OF HEALTH
KING COUNTY, WASHINGTON

DocuSigned by:

6D0E6E444F08459...

Joe McDermott, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...

Melani Pedroza, Clerk of the Board

Attachments: None

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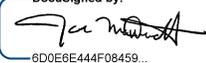
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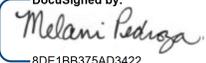
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Signing Complete	Security Checked	5/23/2022 8:17:13 AM
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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