

R&R

21 two checkout stands shall pay only the highest applicable risk category permit fee
 22 without being required to obtain a separate permit for each type of food handling activity
 23 at the establishment. For purposes of this section, "highest applicable risk category permit
 24 fee" means the fee corresponding to the highest risk category of food handling activity at
 25 the establishment.

TABLE 1**Food Establishment Categories and Permit Fees**

28 Type of Food Establishment	28 Applicable Fee¹
29 General Food Service²	
30 Seating Capacity 0 – 250 Risk 1	\$380.00
31 Seating Capacity 0 – 12 Risk 2	\$576.00
32 Seating Capacity 0 – 12 Risk 3	\$819.00
33 Seating Capacity 13 – 50 Risk 2	\$615.00
34 Seating Capacity 13 – 50 Risk 3	\$868.00
35 Seating Capacity 51 – 150 Risk 2	\$615.00
36 Seating Capacity 51 – 150 Risk 3	\$947.00
37 Seating Capacity 151 – 250 Risk 2	\$753.00
38 Seating Capacity 151 – 250 Risk 3	\$1,049.00
39 Seating Capacity over 250 Risk 1	\$390.00
40 Seating Capacity over 250 Risk 2	\$822.00
41 Seating Capacity over 250 Risk 3	\$1,158.00
42 Limited Food Service	\$380.00
43 Bakery – No customer seating³	

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44	Risk 1	\$452.00
45	Risk 2	\$540.00
46	Risk 3	\$795.00
47	Bed and Breakfast Operation	\$379.00
48	Grocery Store – No customer seating³	
49	Risk 1	\$371.00
50	Risk 2	\$687.00
51	Catering operation	
52	Risk 1	\$493.00
53	Risk 2	\$640.00
54	Risk 3	\$795.00
55	Meat/Fish Market	\$827.00
56	Vending Machine	\$350.00
57	Mobile Food Unit and Commissary	
58	Risk 1	\$519.00
59	Risk 2	\$830.00
60	Risk 3	\$1,070.00
61	Nonprofit Institution	
62	Risk 1	\$380.00
63	Risk 2	\$576.00
64	Risk 3	\$819.00
65	School Lunch Program⁴	\$578.00
66	<u>Annual Permit Fee Proration for Food</u>	

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67 **Establishment Commencing Operation**68 **on or After April 1¹**

69 Commencing operation on or after One-hundred percent of
 70 April 1 but before July 1 the applicable annual
 71 permit fee

72 Commencing operation on or after Seventy-five percent of
 73 July 1 but before October 1 the applicable annual
 74 permit fee

75 Commencing operation on or after Fifty percent of
 76 October 1 but before January 1 the applicable annual
 77 permit fee

78 Commencing operation on or after Twenty-five percent of
 79 January 1 but before April 1 the applicable annual
 80 permit fee

81 **Seasonal Food Establishment⁵**

82 Operating for more than ten and up to twelve One hundred percent of
 83 months the applicable annual
 84 permit fee

85 Operating for more than seven and up to ten Seventy-five percent of
 86 months the applicable annual
 87 permit fee

88 Operating for more than four and up to seven months Fifty percent of
 89 the applicable annual

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90		permit fee
91	Operating for four or fewer months	Twenty-five percent of
92		the applicable annual
93		permit fee
94	Temporary Food Establishment^{6, 7}	
95	Minimal food handling	
96	Single event permit	\$120.00
97	Unlimited event permit – unlimited number of events	
98	per calendar year	\$236.00
99	Moderate food handling	
100	Single event permit	\$290.00
101	Multiple event permit – up to 5 events per calendar year	
102	Unlimited event permit – unlimited number of events	
103	per calendar year	\$750.00
104	Complex food handling	
105	Single event permit	\$350.00
106	Multiple event permit – up to 5 events per calendar year	
107	Unlimited event permit – unlimited number of events	
108	per calendar year	\$850.00
109	Farmers Market	
110	Tier 1 – 0 to 5 permitted temporary	
111	food establishments	\$780.00
112	Tier 2 – 6 to 15 permitted temporary	

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113	food establishments	\$960.00
114	Tier 3 – 16 or more permitted temporary	
115	food establishments	\$1,200.00
116	Certified booth operator⁶	\$95.00
117	Temporary event blanket permit⁷	\$215.00 per hour
118		for all local health officer
119		services, including but
120		not limited to plan review
121		and inspections.

122 Footnotes to Table 1:

123 1. All food establishment permit fees set forth in this table are annual fees,
124 except those for temporary food establishments and seasonal food establishments. An
125 applicant for an annual (~~food establishment permit who submits the application after~~
126 ~~September 30 shall pay one half the applicable annual~~) permit for a food establishment
127 that has commenced operation on or after April 1 shall pay a permit fee prorated to a
128 quarterly schedule for the remainder of the permit year as specified in this table. This
129 proration of annual permit fees does not apply to any applicant renewing a food
130 establishment permit issued during the preceding permit year. For the purposes of this
131 section, "permit year" means the period of twelve consecutive months commencing April
132 1 and ending March 31.

133 2. General food service includes a grocery store or bakery offering seating for
134 on-site consumption of food.

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135 3. A bakery or grocery store offering seating for on-site consumption of food
136 shall be classified as a general food service establishment.

137 4. A school kitchen not qualifying as a school lunch program shall be classified
138 as a nonprofit institution.

139 5. The applicant for a seasonal food establishment permit shall pay an annual
140 permit fee prorated to a quarterly schedule specified in Table 1.

141 6. To maintain a multiple or unlimited event permit packet for moderate or
142 complex food handling, the owner or operator of a temporary food establishment must
143 maintain a certified booth operator for the establishment.

144 7. As an alternative to requiring a separate temporary food establishment permit
145 for each participating establishment at a single event or celebration, such as a fair or
146 festival, the health officer may issue a temporary event blanket permit to the event
147 coordinator or other person, who shall be responsible for ensuring compliance with the
148 applicable requirements of BOH Title 5 by all participating temporary food
149 establishments at the event. The temporary event blanket permit application and a
150 nonrefundable deposit in the amount of \$215.00 must be submitted to the health officer at
151 least thirty days before the event. For the purposes of this section, "person" means any
152 individual, corporation, company, association, society, firm, partnership, joint stock
153 company or governmental agency, or the authorized agent of any of these entities.

154 SECTION 2. Effective date. This rule takes effect April 1, 2024.

155 SECTION 3. Severability. If any provision of this rule or its application to any

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

R&R was introduced on and passed by the Board of Health on 2/15/2024, by the following vote:

Yes: 7 - Barón, Dunn, Hollingsworth, Koellen, Mosqueda, Nelson and Rakes
Excused: 2 - Kettle, and Sweet

KING COUNTY BOARD OF HEALTH
KING COUNTY, WASHINGTON

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Teresa Mosqueda, Chair

ATTEST:

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Melani Hay
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Melani Hay, Clerk of the Council

Attachments: None

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