

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY  
AND THE CITY OF LIBERTY LAKE FOR THE PROVISION OF  
BUILDING PLAN REVIEW SERVICES**

This Agreement is made and entered into this 23 day of February, 2021, by and between the City of Cheney, a Washington noncharter code city ("**Cheney**"), and the City of Liberty Lake, a Washington noncharter code city ("**Liberty Lake**") with Cheney and Liberty Lake jointly referred to as "**Parties**."

- A. Cheney enforces the WA State Building Code Act pursuant to RCW Chapter 19.27, as amended, to include appointment of officials as necessary to perform the functions and duties prescribed in both the Cheney Municipal Code Chapter 19.06 and RCW 19.27.
- B. Liberty Lake enforces the WA State Building Code Act pursuant to RCW Chapter 19.27, as amended, to include appointment of officials as necessary to perform the functions and duties prescribed in both the Liberty Lake Municipal Code Title 9 and RCW Chapter 19.27.
- C. Liberty Lake desires to obtain building plan review services from Cheney to assist in enforcing the WA State Building Code Act and other related matters in Liberty Lake in conformance with Liberty Lake Ordinances, and state law RCW 19.27.
- D. Pursuant to the above, Cheney has proposed to Liberty Lake the provision of building plan review services as outlined in this Agreement through Cheney Building Department, all in accordance with RCW 19.27.050.
- E. The Parties are authorized under RCW 19.27.050 to enter into this Interlocal Agreement for the provision of building code enforcement and services, subject to the terms and conditions set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

- 1. Purpose. The purpose of this Interlocal Agreement ("**Agreement**") is to provide building plan review services in accordance with the WA State Building Code Act and Liberty Lake Ordinances, as applicable, and state law RCW 19.27.
- 2. Duties of Cheney. Cheney, as a deputy under the authority and directive of the Liberty Lake building official, shall provide building plan review services for Liberty Lake which includes identifying items for correction, correspondence with the building permit applicants and design professionals, and determining whether plans are acceptable for permit issuance.

3. Duties of Liberty Lake. Liberty Lake shall be responsible to complete all permitting processes not included under the Duties of Cheney, render all final interpretations of the WA State Building Codes, and provide the City of Cheney with any standard resources as necessary to facilitate the performance of the Duties in accordance with Liberty Lake standard processes.
4. Duration and Termination. The Agreement shall take effect on February 17, 2021, or as soon thereafter as all of the following events have occurred ("**Effective Date**"):
  - (a) Approval of this Agreement by the governing bodies of each of the Parties;
  - (b) Execution of this Agreement by the duly authorized representative of each of the Parties; and
  - (c) Filing a copy of this Agreement as required by RCW 39.34.040.

The term of this Agreement shall be from the Effective Date to December 31, 2021 ("**Initial Term**") and may thereafter be extended by notice and agreement of the Parties ("**Extension Term**"). If the Parties fail to provide written notice of termination (as set forth below) or reach agreement on an extension, this Agreement shall be terminated.

At least ninety (90) days prior to expiration of the Initial Term or any Extension Term, the Parties shall meet and confer for the purpose of reviewing and adjusting the Cost of Service (see Section 5, below). If the Parties are unable to agree upon an adjustment to the Cost of Service, either party may terminate this Agreement by written notice of termination to the other party delivered by email (with proof of delivery) or regular mail to the contact person identified herein. Following notice, termination shall become effective no sooner than one hundred eighty (180) days from the date of receipt of said written notice.

5. Cost of Service and Payments. For the services set forth herein, Liberty Lake shall pay Cheney 10% of the Building Plan Review Fee assessed by the Liberty Lake building department in accordance with their adopted fee schedule (Attachment A), plus the actual cost of any third-party services as contracted by the City of Cheney to perform similar services ("**Cost of Service**") (as adjusted); provided the percentage of plan review fees paid to the third-party service shall be based upon Liberty Lake Commercial and/or Residential Plan Review Fees, as established in their adopted fee schedule .

On a quarterly basis, Cheney shall bill Liberty Lake for amounts due under this Agreement. Liberty Lake shall pay the amount due within fifteen (15) days of receipt. If Liberty Lake has a good faith dispute with the amount of the invoice, Liberty Lake shall pay the undisputed amount and the Parties shall, within five (5) days, meet and confer to resolve the dispute.

6. Indemnification.

- (a) Liberty Lake Ordinances, Rules and Regulations. In executing this Agreement, Cheney does not assume liability or responsibility for or release Liberty Lake from any liability or responsibility which arises in whole or in part from the existence or effect of Liberty Lake ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Liberty Lake ordinance, rule, or regulation is at issue, Liberty Lake shall defend the same at its sole expense; and if judgment is entered or damages are awarded against Liberty Lake, Cheney, or both, Liberty Lake shall satisfy the same, including all chargeable costs and attorneys' fees.
- (b) Liberty Lake Indemnification of Cheney. Liberty Lake shall indemnify, defend, and hold harmless Cheney, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for personal injury, or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Liberty Lake's acts, errors or omissions with respect to the subject matter of this Agreement; provided, however,
- (i) Liberty Lake's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Cheney, its officers, agents or employees; and
- (ii) Liberty Lake's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Liberty Lake and Cheney shall apply only to the extent that Liberty Lake's actions or negligence caused or contributed thereto.
- (c) Cheney Indemnification of Liberty Lake. Cheney shall indemnify, defend, and hold harmless Liberty Lake, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for personal injury, or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Cheney's acts, errors or omissions with respect to the subject matter of this agreement; provided, however,
- (i) Cheney's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Liberty Lake, its officers, agent or employees; and

- (ii) Cheney's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Cheney and Liberty Lake shall apply only to the extent that Cheney's actions or negligence caused or contributed thereto.
  - (d) Indemnification for Events Occurring Prior to Termination of Building Plan Review Services. The obligation to indemnify, defend and hold harmless for those injuries provided for in this Section extends to those events occurring prior to the termination of building plan review services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day building plan review services are provided under this Agreement. The obligation of a party to indemnify, defend, and hold harmless under Sections 6 (b) and 6 (c) shall survive termination of this Agreement for any event that occurred prior to such termination.
7. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest (i) the validity of this Agreement and/or (ii) the legal authority of Liberty Lake and/or Cheney to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.
8. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Liberty Lake a Cheney employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Cheney employees by virtue of their employment. Nothing in this Agreement shall make any employee of Cheney a Liberty Lake employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Liberty Lake employees by virtue of their employment. At all times pertinent hereto, employees of Cheney are acting as Cheney employees and employees of Liberty Lake are acting as Liberty Lake employees.
9. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Cheney:

Todd Ableman, Public Works Director  
112 Anderson Road  
Cheney, WA 99004

With a copy to: Chris Grover, Mayor  
609 2<sup>nd</sup> Street  
Cheney, WA 99004

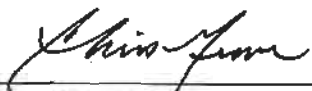
To Liberty Lake: Cristella Kaminskas, Mayor  
22710 E. Country Vista Drive  
Liberty Lake, WA 99019

10. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to renegotiation as provided in this Agreement.
11. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
12. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.
13. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the Parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration, which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the Parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. The Arbitration shall be final and binding pursuant to RCW Chapter 7.04A.
14. RCW 39.34.030 Required Clauses.
  - (a) Purpose. See above.
  - (b) Duration. See above.

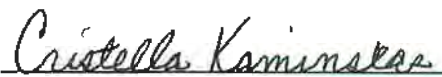
- (c) Organization of Separate Entity and its Powers. Each party is duly organized and in existence. No new or separate legal or administrative entity is created to administer this Agreement.
- (d) Responsibilities of the Parties. See provisions above.
- (e) Agreement to be Filed. This Agreement shall be filed with each City Clerk and with the Spokane County Auditor or placed on the City's web site or other electronically retrievable public source.
- (f) Financing. Each party shall be responsible for the financing of its obligations through its budgetary process.
- (g) Termination. Either party may terminate this Agreement as set forth above.
- (h) Property upon Termination. Upon termination, each party retains control of its property. Jointly held property shall be divided in proportion to the amount each party contributed to acquisition.

DATED the year and date first set forth above.

CITY OF CHENEY

By:   
Chris Grover, Mayor

CITY OF LIBERTY LAKE

By:   
Cristella Kaminskas, Mayor

Attest:

  
Cynthia L. Niemeier, City Clerk

Attest:

  
Ann Swenson, City Clerk

ATTACHMENT A

ATTACHMENT A  
CITY OF LIBERTY LAKE FEE SCHEDULE





# PLANNING, ENGINEERING & BUILDING SERVICES FEE SCHEDULE

**EFFECTIVE DATE: JANUARY 1, 2020**

## **BUILDING PERMIT FEES**

Building permit fees are based on the valuation of the project. The valuation is determined by using data taken from the Building Valuation Data Sheet printed in the "Building Safety Journal" published by the International Code Council twice a year. This Fee Schedule includes the most recent valuation data and is updated administratively as the data changes twice each year.

In addition to the building permit fee, applicants are responsible for the SBCC fee, plan review fees, plumbing permit fees, mechanical permit fees, grading permit fees, City Engineer review fees, Planning review fees, and other fees established by the current adopted fee schedule, as applicable.

The majority of projects within the City of Liberty Lake also participate in the Harvard Road Mitigation Plan, in lieu of a transportation impact study. The fees charged in conjunction with this mitigation plan are applied towards City transportation improvements and are based on the types of land uses associated with the project. Use the following link for more information on adopted mitigation fees: <https://www.libertylakewa.gov/DocumentCenter/View/4990/Updated-Harvard-Road-Mitigation-Plan-Fees-Effective-5-1-14>

### **Single Family Residential Valuation**

**On residential type structures and additions, the valuation is based on the following:**

	<i>Value per sq. ft.</i>
Main Floor	
new	\$121.24
additions	\$121.24
Second Floor	
new	\$121.24
additions	\$121.24
Basement	
finished	\$46.55
partial	\$23.28
unfinished	\$22.45
Private Garages, Storage Buildings, & Barns	\$48.30 or Contract Value Per Ft.
Open Carports	\$19.85
Decks *	
covered	\$28.73
uncovered	\$22.40

\* Decks and patios may be disregarded in computing the valuation of a new house unless they are covered structures or more than 30 inches above ground level.

## Commercial Valuation

### Building Valuation Data (August 2019)

Square Foot Construction Costs <sup>a, b, c</sup>

Group (2018 International Building Code)	IA	IB	IIA	IBB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	246.61	238.50	232.82	223.18	209.86	203.80	216.12	191.69	184.50
A-1 Assembly, theaters, without stage	225.65	217.54	211.85	202.22	189.15	183.09	195.16	170.98	163.79
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	226.69	218.58	212.89	203.26	191.60	185.54	196.20	173.43	166.24
A-3 Assembly, general, community halls, libraries, museums	190.63	182.52	175.84	167.20	153.09	148.07	160.14	134.97	128.78
A-4 Assembly, arenas	224.65	216.54	209.85	201.22	187.15	182.09	194.16	168.98	162.79
B Business	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
E Educational	207.77	200.59	194.83	186.43	173.71	164.91	180.01	151.89	147.25
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	330.92	323.73	317.81	308.81	292.72	N.P.	302.06	273.22	N.P.
I-2 Institutional, nursing homes	229.68	222.49	216.58	207.57	193.53	N.P.	200.83	174.02	N.P.
I-3 Institutional, restrained	224.86	217.67	211.75	202.75	188.96	181.94	196.00	169.45	161.29
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family <sup>d</sup>	154.28	150.09	146.35	142.65	137.55	133.92	140.30	128.74	121.24
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. N.P. = not permitted
- d. Unfinished basements (Group R-3) = \$22.45 per sq. ft.

To calculate the valuation of your project, multiply the square footage by the value per square foot specific to your project/construction type from the above two tables. Once you've determined that valuation, round up to the nearest \$1,000 to calculate the applicable review fees using the table on the following page. Valuations are calculated at time of plan review and shall be based on City Staff figures.

Review fees for repair, alteration, remodel, or foundation work are based on the total value of work to be performed (contractor's bid) as submitted by the applicant.

### Fire Permit Fees

Fire Suppression & Alarm Systems fees are calculated based upon the Spokane Valley Fire District Permit Fee Schedule, plus the processing fee listed under "Additional Permit Fees & Charges". SVFD's fee schedule is available here: <https://www.spokanevalleyfire.org/wp-content/uploads/2019/12/Permit-Fee-Spreadsheet.pdf>

## Permit & Plan Review Fees

<b>Total Valuation</b>	<b>Building Code</b>	<b>City Engineer Review *</b> (% of Building Review Fee for specific projects)	<b>Planning Review **</b> (% of Building Review Fee for specific projects)	<b>Commercial Plan Review</b> (% of Building Review Fee)	<b>Residential Plan Review</b> (% of Building Review Fee)
\$1 - \$500	\$24.00	25%	15%	65%	25%
\$501 - \$2,000	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000	25%	15%	65%	25%
\$2,001 - \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000	25%	15%	65%	25%
\$40,000 - \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	25%	15%	65%	25%
\$100,001 - \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000	25%	15%	65%	25%
\$500,001 - \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	25%	15%	65%	25%
\$1,000,001 - \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000	25%	15%	65%	25%
\$5,000,001 and over	\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof	25%	15%	65%	25%



\* City Engineer Review Fees Not Applicable for: Typical Single Family Residential Building Permits & Basement Finishes, Typical Residential Accessory Structure Permits, Fire Suppression & Alarm Permits, Swimming Pool Permits, Tenant Improvement / Interior Remodel Permits, and Other Permits, as determined by City Staff, which do not require City Engineer review of civil plans.

\*\* Planning Review Fees Not Applicable for: Typical Single Family Residential Building Permits & Basement Finishes, Typical Residential Accessory Structure Permits, Fire Suppression & Alarm Permits, Swimming Pool Permits, and Other Permits, as determined by City Staff which do not require planning review of zoning or design.

**Withdrawn/Expired Applications**

Commercial Plan Review, City Engineer Review, and Planning Review - When City review has been conducted and a building permit has not been issued due to a project being cancelled, withdrawn, or expired, the City reserves the right to invoice applicants for the above fees and excessive staff time, as applicable, in addition to the processing fee, as identified in the table "Additional Permit Fees & Charges".

**Additional Permit Fees & Charges**

Additional charges that may be assessed on permits:

SBCC surcharge – Residential	\$6.50 plus \$2.00 per each add'l residential unit
SBCC surcharge – Commercial	\$25.00 plus \$2.00 per each add'l residential unit
Harvard road mitigation fee (single family residential example *)	\$671.02 (5/1/14)
Environmental Review Fee / SEPA Checklist (specific projects)	\$200.00
Critical materials review (specific commercial projects)	\$75.00
Investigation fee (additional charge assessed on projects when work is started without a permit)	100% of permit fee
Fast track fee (additional charge assessed on projects for early footing and foundation approval)	25% of permit fee 100% of plan review fee
Excessive Staff Time	\$50.00 / hour
Legal Notice, Postage, and Hearing Examiner Fees, when applicable	Invoiced to Applicant
Processing Fee & Technology Fee (all permits)	\$40.00
Refund Processing Fee	\$20.00

\* Use the link below for current mitigation fee charges (if applicable) for all other uses:

<https://www.libertylakewa.gov/DocumentCenter/View/4990/Updated-Harvard-Road-Mitigation-Plan-Fees-Effective-5-1-14>

**Other Permit, Inspection, & Review Fees**

Additional Plan Review	\$50.00 / hour
Blasting Permit	\$50.00
Change of Use / Certificate of Occupancy Modification	\$50.00
Demolition Permit	\$25.00 (per 1,000 sq. ft.) + SEPA, if applicable
Engineering Review	See Engineering Fees Table
Fences (over 6' tall)	\$25.00 (per 100 linear feet)

Fire Suppression System (Type I Hood Installation)	\$35.00
Grading	See Engineering Fees Table
Inspections Outside Normal Working Hours	\$75.00 / hour
Manufactured / Mobile Homes Setting Permit	\$100.00 (per section) + \$50 Planning Review Fee
Mechanical Permits- New Single-Family Residential (whole house)	\$200.00
Mechanical Permits- All Other Types	Price/Unit as detailed below
A/C & Heat Pump (up to 3 tons)	\$20.00
A/C & Heat Pump (3 - 15 tons)	\$25.00
A/C & Heat Pump (15 - 30 tons)	\$30.00
A/C & Heat Pump (30 - 50 tons)	\$35.00
A/C & Heat Pump (> 50 tons)	\$60.00
Air Handler < 10,000 cfm	\$12.00
Air Handler > 10,000 cfm	\$15.00
Boiler - Electric Boiler Installation (< 250 kw)	\$50.00
Boiler - Low Pressure Steam & Hot Water Installation (< 500,000 btu)	\$100.00
Boiler - Low Pressure Steam & Hot Water Installation (500,000 - 2,000,000 btu)	\$200.00
Boiler - Low Pressure Steam & Hot Water Installation (> 2,000,000 btu)	\$200 for the first 2,000,000 btu; plus \$20 for each additional million btu
Boiler - Power Boiler Installation (< 2,000,000 btu)	\$200 for the first 2,000,000 btu; plus \$20 for each additional million btu Maximum Fee = \$1,000
Boiler - Unfired Pressure Vessel Installation	\$50.00 + \$10 / additional pressure vessel
Boiler - Additional Pressure Vessels	\$10.00 / vessel (inspected at the same time)
Boiler Repair	\$50.00 / hour (50% less if inspected by insurance company)
Clothes Dryer	\$12.00
Duct Work System	\$12.00
Evaporative Coolers	\$12.00
Gas Log	\$12.00
Gas & Hydronic Piping	\$12.00 + \$1.00 per outlet
Gas Water Heater	\$12.00
Heating Equipment < 100,000 btu	\$15.00

Heating Equipment >100,000 btu	\$20.00
Hydrostatic Pressure Test	\$35.00
Miscellaneous	\$12.00
Propane Tanks	\$35.00
Range	\$12.00
Refrigeration Equipment (1 – 100,000 btu)	\$15.00
Refrigeration (101,000 – 500,000 btu)	\$25.00
Refrigeration (501,000 – 1,000,000 btu)	\$35.00
Refrigeration (1,000,000 – 1,750,000 btu)	\$45.00
Refrigeration (> 1,750,000 btu)	\$65.00
Type I Hood	\$60.00
Type II Hood	\$12.00
Ventilating Fans	\$12.00
Unlisted Gas Appliance < 400,000 btu	\$75.00
Unlisted Gas Appliance > 400,000 btu	\$125.00
Used Gas Appliance < 400,000 btu	\$75.00
Used Gas Appliance > 400,000 btu	\$125.00
Woodstove / Insert & Pellet Stove / Insert	\$25.00
Permit, Permit Application & Temp CO Extension	\$50.00
Plumbing Permits- New Single-Family Residential (whole house)	\$120.00
Plumbing Permits - All Other Types	Price/Unit (as listed below)
Bathtub	\$6.00
Clothes Washer	\$6.00
Dishwasher	\$6.00
Drain	\$6.00
Drinking Fountain	\$6.00
Electric Water Heater	\$6.00
Floor Sink	\$6.00
Garbage Disposal	\$6.00
Hydronic Piping	\$12.00 + \$1.00 per outlet
Lawn Sprinkler / Back Flow Preventer	\$6.00
Miscellaneous	\$6.00
Sewage Ejector	\$6.00
Sink	\$6.00

Shower	\$6.00
Toilet / Urinal	\$6.00
Water Softener	\$6.00
Public Assembly Permit	\$50.00
Re-Inspections	\$50.00
Re-Location of Building	\$200.00 + \$50 Planning Review Fee & SEPA, if applicable
Retaining Wall (over 4' tall or impounding)	\$14.00 per lineal foot (minimum fee of \$75.00)
Safety Inspections	\$50.00
Sign Permits (wall signs)	\$75.00 each
Sign Permits (monument & freestanding signs)	\$115.00 each
Special Inspections	\$50.00 / hour
Stationary Pump, Dispenser, Piping, Installation, Alteration, or Repair	\$75.00
Storage Tank Installation (above ground < 500 gallons) *	\$75.00
Storage Tank Installation (above ground > 500 gallons) *	\$415.00
Storage Tank Installation (underground) *	\$415.00 + SEPA, if applicable
Storage Tank Removal or Abandonment	\$225
Storage Tank Removal or Abandonment (home heating oil <1,100 gallons)	\$75.00
Storage Tank Repair, Alteration, or Temp. Out of Service	\$75.00
Swimming Pools	Based on valuation & fee chart above
Temporary Structures	\$150
Timber Harvest Permits	\$600.00 + SEPA

\* Non-hazardous (i.e. water tanks) are exempt from the Storage Tank Installation fees, as determined by City Staff

### Engineering Review Fees

Additional Plan Review	\$75.00 / hour
Design Deviation Review	\$250.00
Excessive Staff Time	\$75.00/hour
Grading	See Grading Permit Below
Inspections Outside Normal Working Hours	\$112.50 / hour
Re-Inspections	\$75.00

<b>Right of Way Permits:</b>	
Approach Permit	\$50.00
Non-cut Obstruction Permit	\$100.00
Pavement Cut	\$200.00
Boring	\$150.00
Engineering Inspection Fee	\$75.00
Engineering Re-inspection Fee	\$75.00
Street Vacation Request Review	\$400.00
Traffic Impact Analysis Review	\$75.00
Traffic Control Plan Review	\$75.00
Work Beyond Approved Scope	\$75 / hour (minimum \$75.00)
Fences (over 6' tall)	\$25.00 (per 100 linear feet)
Fire Suppression System (Type I Hood Installation)	\$35.00
Grading Permits (amount of cut or fill)	Permit Fee + SEPA, if applicable
50 Cu. Yd. or less	\$25.00
51 – 100	\$25.00
101 – 1,000	\$25 for the first 100 cu. yd.; plus \$10 for each additional 100 cu. yd.
1,001 – 10,000	\$125 for the first 1000 cu. yd.; plus \$10 for each additional 1000 cu. yd.
10,001 – 100,000	\$225 for the first 10,000 cu. yd.; plus \$35 for each additional 10,000 cu. yd.
100,001 – 200,000	\$525 for the first 100,000 cu. yd.; plus \$25 for each additional 10,000 cu. yd.
200,001 +	\$625 for the first 200,000 cu. yd.; plus \$25 for each additional 10,000 cu. yd.
Grading Permits (amount of cut or fill)	Plan Review Fee
50 Cu. Yd. or less	\$0
51 – 100	\$20.00
101 – 1,000	\$25.00
1,001 – 10,000	\$35.00
10,001 – 100,000	\$35 for the first 10,000 cu. yd.; plus \$15 for each additional 10,000 cu. yd.
100,001 – 200,000	\$175 for the first 100,000 cu. yd.; plus \$10 for each additional 10,000 cu. yd.
200,001 +	\$275 for the first 200,000 cu. yd.; plus \$5 for each additional 10,000 cu. yd.



## ZONING, LAND USE, & SUBDIVISION FEES

This fee schedule is adopted for the purpose of defraying the costs to The City of Liberty Lake regarding the below-listed zoning, land use, and subdivision actions. These are reflective of costs incurred by the City for the processing, reviewing, determining, holding of public hearings, notifying, and appealing of the listed actions. Legal notices, public notice postage, contract services reviews, and Hearing Examiner charges are added to the following fees, as applicable. All applications, except those initiated by the City Council or a Subcommittee of the City Council, the Planning Commission, or Planning, Engineering & Building Services, shall be accompanied by the required fee.

<b>Environmental Policy</b>	
SEPA Environmental Review & Threshold Determination	\$300.00
SEPA - DS / EIS / Addenda	Applicant will be responsible for preparation or will be invoiced for contract services cost and/or City Staff hourly rate \$75.00/hour (\$2,450 Deposit)
SEPA - Public Notices	Applicant will be invoiced for cost
SEPA - Reproducing Environmental Document	Applicant will be invoiced for cost
<b>Land Division &amp; Boundary Line Adjustments</b>	
Alteration / Change of Condition / Major Modification	75% of land division application fee
Alteration / Minor Modification	25% of land division application fee
Preliminary Binding Site Plan (BSP)	\$3,500 for 1st acre + \$30 per acre for each additional acre
Final Binding Site Plan (BS) / BSP Amendments (ROS)	\$2,500 + \$25 per lot
Boundary Line Adjustment (BLA)	\$500
Boundary Line Adjustment (Parcel Aggregation)	\$250 total
Preliminary Plat (P)	\$4,000 for 1st acre + \$30 per acre for each additional acre
Final Plat (P)	\$2,500 + \$25 per lot
Preliminary Short Plat (SP)	\$3,000 for 1st acre + \$30 per acre for each additional acre
Final Short Plat (SP)	\$1,800 + \$25 per lot
<b>Miscellaneous</b>	
Processing Fee & Technology Fee (all permits)	\$40.00
Excessive Staff Time & Actions Not Listed	\$75.00 / hour
Hearing Examiner Public Hearing Fee	Applicant will be invoiced for cost
Major Modification	75% of application fee
Minor Modification	25% of application fee

Professional Contract Services (i.e. surveyor review)	Applicant will be invoiced for cost
Public Notice (Legal Notices & Notice Postage)	Applicant will be invoiced for cost
Modification Review of Previously Approved Site Plans (not in conjunction with building permit applications)	\$75 / hour (1 hour minimum)
Time Extension Review	\$150
Vacation of Approved Preliminary Plat or Short Plat	\$1,000
Zoning Verification Letter	\$200
<b>Shoreline Management</b>	
Shoreline Management App. (< \$10,000 project value)	\$1,000
Shoreline Management App. (\$10,001 - \$50,000)	\$1,400
Shoreline Management App. (\$50,001 - \$250,000)	\$2,700
Shoreline Management App. (\$250,001 - \$1,000,000)	\$5,400
Shoreline Management App. (> \$1,000,000 project value)	\$6,700 + 10% of value > \$1,000,000
Additional Fee for Variance Request	\$2,100
Additional Fee for Conditional Use Permit Request	\$1,800
Permit Amendment	80% of original application fee
Refund Processing Fee	\$20.00
<b>Zoning &amp; Amendments</b>	
Conditional Use Permit (CU) & Major Modifications to an Existing Conditional Use Permit	\$2,500
Comprehensive Plan Amendment (CA)	\$5,000 + SEPA
Home Occupation Permit (H)	\$35.00
Preliminary Planned Unit Development (PUD) Overlay	25% of land division application fee
Final Planned Unit Development (PUD) Overlay	25% of land division application fee
Specific Area Plan Overlay (< 100 acres)	\$4,500 + SEPA
Specific Area Plan Overlay (> 100 acres)	\$9,500 + SEPA
Special Use Permits (SU)	\$2,500
Temporary Use Permits (T)	\$35.00
Variance Request (Class A)	\$250
Variance Request (Class B)	\$2,500
Urban Growth Area (UGA) Boundary Extension Request	\$4,500 + Land Quantity Analysis Prep. & SEPA
Development Code Text Amendment / Zoning Matrix Amendment, or Other Code Amendment (ZTA)	\$2,500 + SEPA

Zoning Map Amendment/ Rezone (ZC - Quasi-Judicial Review)	\$6,500 + SEPA
<b>Appeals</b>	
Appeal Fee	\$950 + Hearing Examiner Fees
Motion for Hearing Examiner Reconsideration	Applicant / Appellant will be invoiced for cost
Transcript / Record Preparation Fee	Applicant / Appellant will be invoiced for cost (Deposit Required)

## **FEE ADMINISTRATION**

### A. General Administration of Fee Schedule.

1. All of the required application fees will be paid at the time of application or when the applicant requests information or service for which a fee is charged above and is rendered without an application being filed, provided that for hourly fees the applicant will be billed and the fees paid before the decision is made and findings signed. For building permits, permit fees will be due at time of permit issuance.
2. Commercial Plan Review, City Engineer Review, and Planning Review - When City review has been conducted and a building permit has not been issued due to a project being cancelled, withdrawn, or expired, the City reserves the right to invoice applicants for the above fees and excessive staff time, as applicable.
3. Each action for which there is a listed fee above will constitute a separate action, and the fee will be computed as determined above (i.e. each variance request is a separate action).
4. Measurement of acreage will be rounded to the nearest full acre except for areas less than one acre, which will be computed as one acre.
5. Hourly wages will be rounded to the nearest ½ hour as noted except for hours less than ½ hour, which will be computed as ½ hour.
6. The value of projects and / or construction shall be determined by using data taken from the Building Valuation Data Sheet printed in the "Building Safety Journal" published by the International Code Council twice a year. This Fee Schedule includes the most recent valuation data and is updated administratively as the data changes twice each year. If no building permit was required or the building permit was issued more than one year ago, the value shall be determined by the Building Valuation Data Sheet, per County Assessor records, awarded construction bid, estimated construction cost, or other comparable means, as determined by City Staff.
7. For Building Permits, building permit fees, plan review fees, and Harvard Road Mitigation Fees will be due and payable at the time of building permit issuance. If the building permit is withdrawn or never issued, plan review and processing fees will be billed to the applicant.

### B. Refund policy.

1. For Application Fees, an 80% refund of fees will be provided if the Director of Planning & Engineering, or his/her designee, determines that, although the application may have been accepted, no processing by the City has occurred.
2. A 50% refund of application fees will be provided if the Director of Planning & Engineering, or his/her designee, determines that the request is made prior to any mailing of notice or if any processing by the City has occurred.
3. No refund of fees will be provided after an administrative decision / interpretation is rendered or after the mailing of notice unless the application is withdrawn at the City's request.
4. Full refund of fees may be authorized if the City has inappropriately told an applicant that a permit / action is required and later it is determined by the City that the permit / application was not necessary / required.

C. Automatic Modification of Fee Schedule

The Planning, Engineering & Building Services Fee Schedule shall be automatically administratively modified twice a year to remain current with the Building Valuation Data Sheet printed in the "Building Safety Journal" published by the International Code Council twice a year. Additionally, the fee schedule will be reviewed for a yearly cost of living adjustment.

D. Waiver of Fees.

The Director of Planning & Engineering, or his/her designee, may waive all or a portion of the fees established herein for special individual circumstances where there is extreme economic hardship, issues of fundamental fairness, or where application of the fee schedule is otherwise unreasonable or impractical. Requests for the waiver of fees shall be made in writing to the Director, stating a reason for the waiver. The decision shall be indicated by letter stating the basis for approval or denial of the waiver and the decision is final and binding.