

	City of Casa Grande Development Center Policies & Procedures	Effective Date: July 1, 2016
	Title: Temporary Certificates of Occupancy or Completion	Date Reviewed: July 1, 2016
		Department of Primary Responsibility: Building Safety
		Policy Number: B - GP - 004 - 2016

The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The temporary certificate shall be applied for in writing with the attached form and with additional documents required to:

- A. Identify the project by permit number, address and project name
- B. List the remaining work to be completed
- C. Document the amount of time required for completion of the remain work
- D. Document cost of the remaining work
- E. Identify the area to be occupied if not the entire area of permitted work
- F. List occupant safety measures as required
- G. Provide the reason(s) for the temporary occupancy
- H. List persons to occupy the structure
- I. Define the length of the temporary certificate of occupancy
- J. Post any surety bonds required
- K. Pay the required fees

No TCO will be issued to any site having unresolved life safety issues. Regardless of reasons for requesting Temporary Certificates all permit holders and property owners are advised that the Building Official will not consider, nor issue, any Temporary Certificate to a site, building, structure, or construction, or area thereof that is deemed "Unsafe" or that presents any "Life Safety Hazard" to the occupants or users thereof in the opinion of building inspectors, fire inspectors, Fire Marshal, or the Building Official.

The issuance of a Temporary Certificate does not officially end a permitted construction project in the City. It is the property owner's responsibility to assure the completion of the permitted work and request and pass all final inspections for the issuance of a permanent Certificate of Occupancy. The Building Official shall set the period during which the temporary certificate of occupancy is valid.

The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

TCO's and TCC's, when approved by the Building Official, may be issued for a maximum time period of sixty (60) calendar days from the date of issue, but no longer than is reasonably necessary.

It shall be the sole responsibility of the permit holder or property owner to complete all unfinished work and request and pass Final Inspection of all construction and obtain a Certificate of Occupancy (CO) or Certificate of Completion (CC) prior to expiration of the TCO or TCC. Failure to obtain a CO or CC within the time agreed will result in prosecution by the City.

No TCO or TCC will be issued to any site having unresolved life safety issues or property liability damage issues. In addition, no TCO shall be issued to any site not having an approved sanitary sewerage system or approved potable water system in place.

Regardless of reasons for requesting TCO's or TCC's, all permit holders and property owners are advised that the Building Official will not consider, nor issue, a TCO or TCC to any site, building, structure, or construction, or area thereof that is deemed "Unsafe" or that presents any "Life Safety Hazard" to the occupants or users thereof in the opinion of building inspectors, fire inspectors, Fire Marshal, or the Building Official.

The issuance of a TCO or TCC does not officially end any permitted construction project in the City. Therefore, the General Contractor is still the responsible party for all issues on site.

City of Casa Grande Fee Schedule

Certificates of Occupancy or Completion

Certificate in conjunction with a building permit	No Charge (included in permit)
Temporary Certificate of Occupancy	\$200
Partial Certificates of Occupancy (EACH)	\$200



Temporary Certificate of Occupancy or Completion Application

This agreement made and entered into by and between

_____ herein after known as the Owner,
_____ herein after known as the Project
Manager/General Contractor, and the City of Casa Grande, hereinafter known as the City, who mutually agree and
covenant as follows:

An application has been made for a Temporary Certificate of Occupancy for the Project known as

located at _____ for
Building Permit _____.

1. The premise, as of the date this agreement is signed, has not met all requirements of the Casa Grande Codified Ordinances concerning building construction, hereinafter known as the Code, and therefore the final inspections cannot be approved.
2. All "Life Safety" items are complete and functioning. Access into and out of the building is complete. The opinion of the Building Inspector(s), Fire Inspector(s), Fire Marshal, and Building Official is that the building is reasonably complete and reasonably safe for occupancy.
3. The owner must provide a letter on letterhead requesting the Temporary Certificate and giving the extenuating circumstances outside of the general contractor's control that make the issuance of the certificate necessary
4. The list of items, which is attached to and is a part of the agreement, is accepted as documentation of those items minimally necessary to be completed prior to the project receiving final approval.
5. If requesting a partial certificate, the limits of areas to be used and a summary of occupant safety measures to be employed are included on separate sheets attached to this document.
6. The Owner or Project Manager/General Contractor shall provide an itemized cost estimate of the items in #4 above, acceptable to the City of Casa Grande, to complete the uncompleted construction. This estimate must include all materials and labor costs to complete the uncompleted work in a manner that complies with all City Codes and Ordinances.
7. The Owner and Project Manager/General Contractor agrees to provide to the City of Casa Grande a surety bond in an amount necessary to cover the estimated costs to complete the project per item #4. The City will, upon approval of the cost estimate, accept the financial security, which will be released once all improvements are made and approved by the City.
8. Acknowledging that the premises are not completed and that the attached list shows deficiencies that do not meet all the requirements of the Code of the City, the Owner requests that the City allows temporary occupancy of the premises and use of the property as of the date of this agreement for a period not to exceed _____ days.
9. In return for a Temporary Certificate of Occupancy, the Owner and Project Manager/General Contractor agrees to complete all items as show within _____ days and further agrees to release, hold harmless and indemnify the City and its agents, assigns and employees from any and all obligation, liability, and/or responsibility that might arise as a result of permitting occupancy under a Temporary Certificate of Occupancy.
10. In return for the City allowing conditional approval, the Owner hereby releases the City, its agents, assigns and employees from any and all obligations and/or responsibilities related to the completion of the premises, and further agrees to release and hold harmless the City, its agents, assigns and employees from any and all liability that might arise as a result of the temporary occupancy of the premises.

11. The Owner accepts the responsibility for the completion of those items shown as incomplete and recognizes that the City may revoke the Temporary Certificate of Occupancy causing the premises to be vacated; and/or the City may initiate legal action if these items are not completed within the schedule contained in item 8 above.
12. The Owner agrees that the City or its agent shall have full access to the property to inspect, or at its sole and exclusive discretion cause to be made any improvement necessary to bring any part of the premises into compliance with this Agreement.
13. The Owner and the Project Manager/General Contractor both agree that the issuance of this temporary certificate of occupancy shall not be construed as an approval of any violation of the provisions of the code or of other ordinances of the city and that that the City has in no way waived, forfeited or otherwise relinquished any rights and/or powers that it would have if this Agreement were not in effect.
14. The Owner acknowledges that he is under no obligation whatsoever to enter into this Agreement, but that absent this Agreement, any approval to use the property will not be currently granted. The owner further agrees that if he fails to fulfill his part of this agreement the City will be held harmless in taking any action as allowed by law to achieve code compliance and/or to remove the occupants from the structure until compliance has been achieved.

Agreed to on _____ and attested by signatures below.

Owner Signature Print Name

Project Manager/General Contractor Signature Print Name

City Building Official Signature Print Name