



City of Sierra Vista
COMMUNITY DEVELOPMENT DEPARTMENT
Building Division

APPLICATION FOR TEMPORARY USE AND OCCUPANCY (TCO)

Job Address:	
Permit Number:	

Request is hereby made for the temporary use and occupancy on subject project only for the time specified. A TCO is valid only for the occupancy stated on the building permit and shall comply with the conditions in this document and/or stipulations as identified on the signed TCO. Any changes to the TCO permit scope will require a new TCO permit.

I hereby acknowledge that as a condition for consideration and granting approval of a TCO, that this TCO will become null and void upon the listed expiration date, and therefore, I acknowledge and understand that upon the voiding of the TCO, legal occupancy or use of said premises and/or portions thereof will no longer be permitted. An extension of time to this TCO is at the sole discretion of the Building Official in cases where extenuating circumstances exist beyond the owner's control (e.g. adverse weather, supply shortage, etc.) and the Applicant demonstrates an ability to complete the remaining work in a timely manner.

I am fully aware of Section 151.03.005 of the Sierra Vista Development Code which indicates, in part, that no building or structures shall be used or occupied until the Building Official has issued a Certificate of Use and Occupancy.

Type of Occupancy (check which applies):
<input type="checkbox"/> Full Occupancy
<input type="checkbox"/> Stocking and Training Only

Why are you requesting a TCO?	
How long will the TCO be needed?	
Which portion of the property? (list precisely the unit #, rooms, or spaces for the TCO)	
Itemized Description of Required Improvements to be Completed and Estimated Value	Attach as Exhibit "A"
Type of Performance Security Posted:	
<input type="checkbox"/> Letter of Credit from Bank	<input type="checkbox"/> Performance Bond <input type="checkbox"/> Cash Deposit held in Escrow by City

FOR DEPARTMENTAL USE ONLY:			
DEPARTMENT/ DIVISION	ASSIGNED STAFF	APPROVED DATE:	NOTES:
BUILDING			
PLANNING			
FIRE			
PUBLIC WORKS			

PERMIT APPLICATION # _____

PARCEL# _____

CITY OF SIERRA VISTA, ARIZONA
TEMPORARY CERTIFICATE OF OCCUPANCY AGREEMENT

1. The OWNER agrees that the improvements listed on Exhibit "A" shall be installed at the property by the expiration date indicated on the TCO unless extended by the City's Building Official for good cause.
2. If the improvements are not carried out by the expiration date indicated on the TCO, the OWNER hereby consents to the CITY contracting with a private company to carry out the required improvements listed in Exhibit "A" without interference. The OWNER has the right to review and approve the contractor and any subcontractors proposed and the terms of the contract documents to be entered into by the CITY in accordance with the procedure set forth in this section. Such consent or approval shall not be unreasonably withheld or delayed. No less than fourteen (14) days prior to executing any contract for the required improvements, the CITY shall provide written notice to the OWNER of the name(s) of all contractors, subcontractors, and/or suppliers and the terms of the contract. If the OWNER rejects any contractor, subcontractor and/or supplier, the specific reasons shall be provided to the CITY in writing within the fourteen (14) day notice period. Notice in writing to be provided to CITY via electronic mail, effective on date sent by OWNER; electronic address for CITY for notice is Planning@SierraVistaAZ.gov. The OWNER failing to respond within the fourteen (14) day notice period shall be deemed unconditional approval of or consent to the terms of the contract documents and selection of contractor, subcontractor and/or suppliers. Any and all costs incurred by the CITY in completing the improvements in excess of the performance security shall be reimbursed to the CITY by the OWNER within thirty (30) days of receipt of the CITY's invoice. In the event that the OWNER fails to reimburse those costs within thirty (30) days, OWNER hereby agrees and authorizes the CITY to file a municipal lien against the property for the full actual cost of completing the required improvements in excess of the performance security. The term "actual costs and expenses" shall be liberally construed in favor of the CITY, and shall include, but shall not be limited to, labor costs, tools and equipment costs, material and supply costs. In the event the CITY initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the City shall be entitled to its costs, including reasonable attorney's fees, regardless of whether the CITY contracts with outside legal counsel or utilizes in-house legal counsel for the same; proof of legal costs and reasonable fees to be provided in writing to OWNER.
3. The OWNER agrees that this Agreement and the performance thereof shall become a covenant running with the land and that this Agreement and the performance thereof shall be binding upon itself, its successors, and assigns.
4. To the extent authorized by law, the OWNER agrees, for itself, its successors and assigns, that it will indemnify, defend, and hold the CITY harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law

or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the installation of improvements listed in Exhibit "A" only if CITY is required to complete work in accordance with Paragraph 1 above. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the CITY pursuant to Arizona Revised Statutes § 12-820.01 or as otherwise provided by law.

5. In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.
6. The laws, rules, and regulations of the State of Arizona and Cochise County shall be applicable in the enforcement, interpretation, and execution of this Agreement. Venue shall be in the Cochise County Superior Court.

By:
Its: OWNER

STATE OF ARIZONA)
)ss
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2024, by:

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal. _____

**EXHIBIT "A" –
{DELINEATE AND DESCRIBE REMAINING ITEMS TO BE COMPLETED}**

SUPPLEMENTAL HANDOUT FOR TEMPORARY CERTIFICATE OF OCCUPANCY (TCO)

Temporary Certificate of Occupancy (TCO) is a process utilized to occupy a structure under construction or defined parts of a structure prior to final building inspection approval by all required departments. TCO is only applicable on commercial projects and large multi-unit residential projects involving new construction, additions or a change in use/occupancy type. This process typically takes approximately five working days, unless there are outstanding items which must be completed prior to TCO approval for any affected/required department. If you would like to request a TCO for your location, please review the information provided below and follow the required steps.

Types of allowable TCO's:

- **Stocking and Training:** Typically used by larger retail stores due to the amount of stocking and training necessary to open the store. Occupancy is only approved for employees, with no public use or occupancy allowed as part of this TCO type.

- **Partial or Full Occupancy:** The project or portion of the project requested to be occupied **must be** substantially completed with initial final inspections having been walked by the assigned Building inspector. Incomplete items that could adversely affect Health & Safety concerns for any City department are not allowed and must be completed prior to TCO approval/issuance. Accessibility requirements associated with the TCO must be completed. All required site and civil requirements must be met, provided, however, the City may issue a TCO if the owner or his or her agent posts a security in a form acceptable to the City for the full estimated value of the remaining site and civil requirements upon an evaluation and determination that the outstanding items will not interfere with the safe use and occupancy of the property as determined by the City and the improvements will be satisfied within the timeframe established for the TCO.

Step 1: Approval of Consideration Inspection

The assigned Building inspector for your project must approve the TCO Consideration (this is done to verify the progress of the project) before an application for TCO will be accepted and processed. If required, a Phasing Plan (see requirements below) must be accepted and approved by the Building division prior to TCO Consideration approval. Please communicate and work closely with your Building inspector regarding the desire for a TCO to avoid time delays.

Step 2: Application

After the Building Division approves the Consideration inspection, you will be advised to submit the TCO application for review and approval by all affected/required City departments.

Step 3: TCO Issuance

A TCO will be granted for the type of use, assigned area (completed structure or partial areas as requested) and length of time requested only after all City departmental approvals have been obtained. **The TCO is only valid once you have received the printed TCO certificate from the Building division.**

TCO Phasing Plan: A Phasing plan may be required when only a portion of the project is being requested for TCO. This plan will be provided by the requesting party and must include a Site plan & complete floor plan to identify the area(s) requested, demonstrate how separation of public from construction will occur and be maintained, including access to & from the site. The plan must also identify any safety barriers to be installed, accessible ingress and egress, accessible parking, proper sanitary provisions, clear path(s) for emergency service vehicles/personnel, along with other site-specific details as identified through inspection. The plan may reflect multiple phases that will occur to complete the project or additional phasing plans may also be submitted for subsequent phases of the project. This plan is then verified for compliance in the field by the Building inspector prior to approval of TCO Consideration.