

Bill Motluc

**VILLAGE OF BROADVIEW PROCEDURES FOR TRANSFERRING
REAL ESTATE IN BROADVIEW
TITLE 13 COMPLIANCE STAMP GUIDELINES**

In order to transfer or sell any residential, commercial, industrial, mixed use, or other real estate within the Village of Broadview ("Real Estate"), the Owner of the Real Estate ("Owner") must, prior to the sale or transfer, obtain a Village Transfer Stamp from the Village's Building Department ("Building Department"). Before a Village Transfer Stamp will be issued to an Owner, the Owner must do the following. (Ordinance CO-09-25).

PRE-SALE INSPECTION PROCEDURE

1. All Real Estate sales and transfers require a Pre-Sale Inspection by the Building Department and must be requested by the Owner of the Real Estate or the Owner's agent. The Building Department's direct number is (708) 345-8174.
2. The Owner is required to contact the Building Department in order to request and pay for the Pre-Sale Inspection.
3. Depending on the number and type of Village Code violations and the size of the Real Estate, it may take up to ten (10) days before a Pre-Sale Inspection report ("Inspection Report") is issued to the Owner. Please provide the Village with ample time to conduct all required inspections prior to the closing date. The residential Real Estate inspections typically will be scheduled within two business days from the date that the inspection fee is paid. The commercial and industrial Real Estate inspections typically will be scheduled within four business days from the date the inspection fee is paid.
4. The following fee schedule covers the initial Pre-Sale Inspection and the subsequent re-inspection ("Initial Re-inspection") to determine if the Owner has achieved compliance with the Village Code:
 - i. Single family home or condominium/town home: \$100.00
 - ii. Two-family or three-family dwelling unit buildings: \$150.00
 - iii. Building with four or more dwelling units: \$225.00
 - iv. Commercial and industrial buildings \$.11 per square foot with a \$350.00 minimum.
 - v. In the event that the Owner requests that this process be expedited and the Building Department consents to the same, an additional \$50.00 fee will be charged to and paid by the Owner.
5. Inspections must be paid for by cashiers or certified check, money order, attorney check or cash and are the responsibility of the Owner.
6. Inspection Reports are valid for thirty (30) days unless otherwise extended by the Building Department.

7. After the Inspection Report is received by the Owner and after the Owner represents that the Village Code violations listed in the Inspection Report have been corrected, the Owner must schedule the Initial Re-Inspection with the Building Department.
8. If the Village Inspector finds that the Village Code violations have not been corrected the Owner must schedule another re-inspection with the Building Department.
9. Additional re-inspections due to lack of Village Code compliance after the Pre-Sale Inspection and Initial Re-Inspection will be charged at the same rate of the initial inspection fees as specified in paragraph 4. This will be a recurring charge for each time a re-inspection has to be performed by the Village.
10. Upon the Building Department finding that the Real Estate is in compliance with the Village Code, a Certificate of Compliance will be issued by the Building Department ("Certificate of Compliance").
11. The Owner must pay all fines owed by the Owner to the Village or fines that have been assessed against the Real Estate by the Village. Please check with Building Department, Fire Department, Police Department and Clerk's office.
12. If the Owner and the Buyer of the Real Estate agree that the Buyer will take responsibility for the Village Code violations after the Closing, the Owner may request that the Building Department issue a Temporary Certificate of Compliance provided that the requirements set forth in the Temporary Certificate of Compliance section (below) can be met and the Building Commissioner consents to the Temporary Certificate of Compliance.

TEMPORARY CERTIFICATE OF COMPLIANCE

In the event that the Owner and Buyer agree that all Village Code violations will be resolved after the Closing on the sale of the Real Estate, and if the Building Department consents to the issuance of a Temporary Certificate of Compliance instead of a Certificate of Compliance, which decision is in the sole discretion of the Building Commissioner, the issuance of a Temporary Certificate of Compliance is conditioned upon the following.

1. The Owner must complete and adhere to items 1 through 6 and 11 in the Pre-Sale Inspection Procedure prior to requesting a Temporary Certificate of Compliance.
2. The Owner or Buyer must submit two estimates from two contractors that are registered with the Village ("Contractors") specifying the cost of repairing the items listed in the Inspection Report and a time frame for repairing those items.
3. An Escrow Agreement Form with a copy of the Inspection Report attached must be completed by the Owner, on the one hand, and the buyer, grantee or transferee ("Buyer"), on the other hand, certifying that the Buyer will assume the obligation to abate all violations of the Village Code within the time specified by the Building Commissioner and will deposit money into an escrow account at the Village ("Escrow Account").
4. For Residential, Commercial and Industrial Real Estate, the Owner or the Buyer must deposit an amount determined by the Building Department in the Escrow Account and must pay the sum of \$175.00 as a non-refundable administrative fee by separate check to the Village of Broadview. The Escrow Account will not bear interest. All payments shall be made by cashier or certified check, money order, attorney check or cash payable to the Village of Broadview.
5. The Buyer must complete items 7-10 in the Pre-Sale Inspection Procedure within the time period established by the Building Commissioner and specified in the Escrow Agreement Form.
6. **IF THE BUYER FAILS TO CORRECT ALL LISTED CODE VIOLATIONS WITHIN THE TIME PERIOD SPECIFIED IN THE ESCROW AGREEMENT, THE BUYER SHALL BE IN VIOLATION OF THE TITLE 13 ORDINANCE, AND THE ENTIRE AMOUNT IN THE ESCROW ACCOUNT CAN BE FORFEITED TO THE VILLAGE AND A CITATION CAN BE ISSUED AT THE DISCRETION OF THE BUILDING COMMISSIONER. EVEN IF THE ESCROW AMOUNT IS FORFEITED TO THE VILLAGE, THE CODE VIOLATIONS LISTED IN THE INSPECTION REPORT WILL STILL NEED TO BE CORRECTED AND ADDITIONAL CITATIONS MAY BE ISSUED.**

**ITEMS NEEDED TO OBTAIN A VILLAGE STAMP FROM THE BUILDING
DEPARTMENT FOR A REAL ESTATE CLOSING**

In order for Real Estate to be sold in the Village, the Building Department must affix a Village Stamp to the Conveyance Document. The Cook County Recorder will not record any Conveyance Document if a Village Stamp is not imprinted on the Conveyance Document.

In order to obtain the Village Stamp, the following items are required.

1. The original Warranty Deed, Trustee's Deed, Quit Claim Deed, Executor's Deed, Special Warranty Deed, Judge's Deed, Judicial Sales Deed or other conveyance document ("Conveyance Document").
2. Final water reading must be made and final water bill must be paid in the Village Clerk's office. The water department telephone number is (708) 681-3602. Please allow at least three (3) business days for the water department to conduct the final read of the water meter.
3. A copy of the Certificate of Compliance or a Temporary Certificate of Compliance from the Building Department. If a Temporary Certificate of Compliance is issued, then a fully executed Escrow Agreement Form with the Inspection Report attached and payment of the administrative fee and escrow amount must be provided to the Building Department.
4. Payment of all fines owed by the Owner to the Village or fines that have been assessed against the Real Estate by the Village since the closing on the Real Estate.

EXEMPT TRANSACTIONS

Exempt Transactions as specified in the Village of Broadview Ordinance No. CO-09-25 Adopting Title 13-Property Transfer, Real Estate, Inspections and Compliance do not require an inspection. However, in order to avoid confusion, the Owner who is entitled to an exemption must still obtain a Village Stamp by contacting the Building Department and demonstrating proof of the exemption. Once the Building Department is satisfied that the transaction is exempt, the Building Department will stamp the Conveyance Document.

CERTIFICATE OF COMPLIANCE STAMP GUIDELINES
SHORT FORM

1. PRE SALE INSPECTION AND RE-INSPECTIONS MUST BE COMPLETED. THE BUILDING DEPARTMENTS DIRECT NUMBER IS (708) 345-8174.
2. CERTIFICATE OF COMPLIANCE MUST BE ISSUED BY THE BUILDING DEPARTMENT.
3. OWNER MUST CONTACT THE UTILITY DEPARTMENT AT (708) 681-3602 TO SCHEDULE THE FINAL WATER READING AND/OR CLOSE THE ACCOUNT.
4. FINAL WATER BILL MUST BE PAID.
5. ORIGINAL WARRANTY DEED, TRUSTEE'S DEED, QUIT CLAIM DEED, EXECUTOR'S DEED, SPECIAL WARRANTY DEED, JUDGE'S DEED, JUDICIAL SALES DEED OR OTHER CONVEYANCE DOCUMENT IS REQUIRED.
6. ALL FEES/FINES OWED TO THE VILLAGE BY THE OWNER OR FINES AGAINST THE REAL ESTATE MUST BE PAID. THIS APPLIES TO THE POLICE, FIRE, BUILDING DEPARTMENTS AND THE CLERK.

TEMPORARY CERTIFICATE OF COMPLIANCE STAMP GUIDELINES
SHORT FORM

1. PRE SALE INSPECTION MUST BE COMPLETED WITH AN INSPECTION REPORT ISSUED BY THE BUILDING DEPARTMENT. THE BUILDING DEPARTMENTS DIRECT NUMBER IS (708) 345-8174.
2. AN ESTIMATE FROM TWO CONTRACTORS REGISTERED WITH THE VILLAGE SPECIFYING THE COST TO REPAIR THE ITEMS LISTED ON THE INSPECTION REPORT ALONG WITH A TIME FRAME FOR REPAIR.
3. THE BUYER OR SELLER MUST PAY A \$175.00 ADMINISTRATIVE FEE TO THE VILLAGE.
4. FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL REAL ESTATE, THE BUYER AND SELLER MUST EXECUTE AN ESCROW AGREEMENT FORM WITH AN INSPECTION REPORT ATTACHED, DEPOSIT MONEY IN THE VILLAGE ESCROW ACCOUNT IN AN AMOUNT AS SPECIFIED BY THE BUILDING DEPARTMENT. FAILURE TO TIMELY COMPLY WITH THE REQUIREMENTS OF THE ESCROW AGREEMENT CAN RESULT IN THE FORFEITURE OF THE ESCROW DEPOSIT AND A CITATION.
5. TEMPORARY CERTIFICATE OF COMPLIANCE MUST BE ISSUED BY THE BUILDING DEPARTMENT.
6. OWNER MUST CONTACT THE UTILITY DEPARTMENT AT (708) 681-3602 TO SCHEDULE THE FINAL WATER READING AND/OR CLOSE THE ACCOUNT. FINAL WATER BILL MUST BE PAID.
8. ORIGINAL WARRANTY DEED, TRUSTEE'S DEED, QUIT CLAIM DEED, EXECUTOR'S DEED, SPECIAL WARRANTY DEED, JUDGE'S DEED, JUDICIAL SALES DEED OR OTHER CONVEYANCE DOCUMENT IS REQUIRED AT THE TIME OF OBTAINING THE STAMP.
9. ALL FEES/FINES OWED TO THE VILLAGE BY THE OWNER AND FINES AGAINST THE REAL ESTATE MUST BE PAID. THIS APPLIES TO THE POLICE, FIRE AND BUILDING DEPARTMENTS AND THE CLERK.

NOTE: THE VILLAGE STAMP WILL NOT BE ISSUED UNTIL PROCESSING IS COMPLETE AND FULL COMPLIANCE WITH THE VILLAGE ORDINANCES. PROCESSING TIME MAY VARY.

EXEMPTIONS: No inspection or payment is required, but Village Stamp still needs to be obtained from the Building Department and proof of the exemption must be provided to the Building Department at the time of the request for the Village Stamp.

PLEASE COMPLETE FORMS

RETURN PRIOR TO CLOSING

CHECKLIST OF DOCUMENTS AND OTHER ITEMS NEEDED TO OBTAIN VILLAGE STAMP FROM THE BUILDING DEPARTMENT

PROPERTY ADDRESS _____

PERMANENT INDEX NUMBER _____

OWNER'S NAME _____

OWNER'S ADDRESS _____

OWNER'S PHONE _____

BUYER'S NAME _____

BUYER'S ADDRESS _____

BUYER'S PHONE _____

CONTACT PERSON NAME AND PHONE (IF NOT THE BUYER) _____

____ **INSPECTION FEE PAYABLE IN CASHIER'S OR CERTIFIED CHECK, MONEY ORDER, ATTORNEY CHECK, OR CASH PAYABLE TO VILLAGE OF BROADVIEW (BUILDING DEPARTMENT).**

- Single family home or condominium/town home: \$100.00
- Two-family or three-family dwelling unit buildings: \$150.00
- Building with four or more dwelling units: \$225.00
- Commercial and industrial buildings \$.11 per square foot with a \$350.00 minimum.
- Payment of expedited fee of \$50.00, if applicable.

____ **PAID FINAL WATER BILL (CLERK'S OFFICE).**

____ **ALL FEES/FINES OWED TO THE VILLAGE ARE PAID.**

- ____ **BUILDING DEPARTMENT**
- ____ **POLICE DEPARTMENT**
- ____ **FIRE DEPARTMENT**
- ____ **CLERK**

____ **ORIGINAL CONVEYANCE DOCUMENT (I.E. DEED)**

____ **FIRST PAGE OF CONTRACT**

____ **CERTIFICATE OF COMPLIANCE (BUILDING DEPARTMENT)**

**Building Department's telephone number is (708) 345-8174.
Water Department's telephone number is (708) 681-3602**

CHECKLIST OF DOCUMENTS AND OTHER ITEMS NEEDED TO OBTAIN VILLAGE STAMP FROM THE BUILDING DEPARTMENT

PROPERTY ADDRESS _____

PERMANENT INDEX NUMBER _____

OWNER'S NAME _____

OWNER'S ADDRESS _____

OWNER'S PHONE _____

BUYER'S NAME _____

BUYER'S ADDRESS _____

BUYER'S PHONE _____

CONTACT PERSON NAME AND PHONE (IF NOT THE BUYER) _____

INSPECTION FEE PAYABLE IN CASHIER OR CERTIFIED CHECK, MONEY ORDER, ATTORNEY CHECK, OR CASH TO VILLAGE OF BROADVIEW (BUILDING DEPARTMENT)

- Single family home or condominium/town home: \$100.00
- Two-family or three-family dwelling unit buildings: \$150.00
- Building with four or more dwelling units: \$225.00
- Commercial and industrial buildings \$.11 per square foot with a \$350.00 minimum.
- Payment of expedited fee of \$50.00, if applicable.

CASHIER OR CERTIFIED CHECK, MONEY ORDER, ATTORNEY CHECK OR CASH IN THE AMOUNT OF \$175.00 FOR ADMINISTRATIVE FEE PAYABLE TO VILLAGE OF BROADVIEW (BUILDING DEPARTMENT)

COMPLETED ESCROW AGREEMENT FORM WITH ATTACHED INSPECTION REPORT AND TWO REGISTERED CONTRACTOR ESTIMATES WITH AN ESCROW DEPOSIT AS DETERMINED BY THE BUILDING DEPARTMENT (BUILDING DEPARTMENT)

CASHIER OR CERTIFIED CHECK, MONEY ORDER, ATTORNEY CHECK OR CASH FOR ESCROW AMOUNT PAYABLE TO VILLAGE OF BROADVIEW.

PAID FINAL WATER BILL (CLERK'S OFFICE)

___ **ALL FEES/FINES OWED TO THE VILLAGE ARE PAID.**

___ **BUILDING DEPARTMENT**

___ **POLICE DEPARTMENT**

___ **FIRE DEPARTMENT**

___ **CLERK**

___ **ORIGINAL CONVEYANCE DOCUMENT (I.E. DEED)**

___ **FIRST PAGE OF CONTRACT**

___ **TEMPORARY CERTIFICATE OF COMPLIANCE (BUILDING DEPARTMENT)**

Building Department's telephone number is (708) 345-8174.

Water Department's telephone number is (708) 681-3602

RESIDENTIAL REAL ESTATE ESCROW AGREEMENT

PROPERTY ADDRESS
("Real Estate")

PERMANENT INDEX
NUMBER

OWNER'S NAME

OWNER'S ADDRESS

OWNER'S PHONE

BUYER'S NAME

BUYER'S ADDRESS*

BUYER'S PHONE

CONTACT PERSON
OR ALTERNATE ADDRESS
NAME AND PHONE
(IF NOT THE BUYER)

**Please include a mailing address and phone number for before and after the closing, if different. Additional notices may be sent after closing. Inaccurate contact information could result in your failure to receive timely information and any refunds that may be due you. All Buyers listed on the conveyance document (i.e. deed) must be listed and must sign this document in the applicable places. The Village will not proceed without all required signatures.*

This Escrow Agreement is being executed for the purpose of allowing for the closing of the sale or transfer of Real Estate in the Village of Broadview, Illinois ("Village") prior to the Real Estate being in full compliance with the Village Code. The Seller and Buyer of the Real Estate agree that the Buyer shall resolve all of the Village code violations ("Code Violations") which are detailed on the inspection report dated _____, 20____, ("Inspection Report) attached to this Escrow Agreement on or before _____, 20____ ("Deadline").

The Buyer certifies that he/she is fully aware of the Code Violations listed on the Inspection Report regarding the Real Estate, and agrees to obtain all necessary permits and to correct all Code Violations and have a re-inspection on or before the Deadline. The Buyer of the Real Estate agrees to assume the obligation of abating all Code Violations to the satisfaction of the Village. The Seller and Buyer agree that the Seller has no further obligation as it relates to the Code Violations.

The Seller and Buyer understand that a Temporary Certificate of Compliance will be issued by the Village of Broadview Building Department solely to effectuate the sale of the Real Estate prior to the resolution of the Code Violations.

A TEMPORARY CERTIFICATE OF COMPLIANCE DOES NOT ENTITLE THE BUYER OR ANYONE ELSE TO OCCUPY THE PROPERTY. THERE SHALL BE NO OCCUPANCY OF THE REAL ESTATE UNTIL THE BUILDING DEPARTMENT PROVIDES A CERTIFICATE OF COMPLIANCE.

The Buyer has deposited the sum of \$ _____ ("Escrow Funds") in an escrow account with the Village ("Escrow Account") to ensure compliance with this Escrow Agreement and to correct all Code Violations on or before the Deadline. The Escrow Account will not be an interest bearing account.

IF BUYER FAILS TO CORRECT ALL LISTED CODE VIOLATIONS BY THE DEADLINE, THE ESCROW FUNDS CAN BE FORFEITED TO THE VILLAGE AND A CITATION CAN BE ISSUED AT THE DISCRETION OF THE BUILDING COMMISSIONER. THE VILLAGE IS AUTHORIZED BY THE BUYER TO TRANSFER THE ESCROW FUNDS FROM THE ESCROW ACCOUNT INTO THE VILLAGE GENERAL ACCOUNT IF THE BUYER FAILS TO CORRECT ALL CODE VIOLATIONS BY THE DEADLINE OR EXTENDED DEADLINE, IF ONE IS GRANTED. ADDITIONALLY, THE CODE VIOLATIONS WILL STILL NEED TO BE RECTIFIED AND ADDITIONAL CITATIONS MAY BE ISSUED.

Buyer's initials

Buyer's initial

If the Buyer does correct all Code Violations to the satisfaction of the Village by the Deadline and a Certificate of Compliance is issued by the Village, the Escrow Funds in the Escrow Account will be refunded to the Buyer.

The Buyer may contest the forfeiture of the Escrow Funds by submitting a written request for a hearing to the Building Commissioner within fourteen days of the forfeiture. Adjudication of citations issued pursuant to this Section, and hearings to contest forfeiture of the Escrow Funds shall be by the administrative adjudication process set forth in the municipal code.

If the Buyer is unable to complete the repairs listed in the Inspection Report prior to the Deadline, the Buyer may make a written request to the Building Commissioner requesting an extension of the Deadline ("Extended Deadline"). The Building Commissioner, at his sole discretion, may grant or deny the request for an extension based on good cause shown by the Buyer.

The Buyer or Seller has paid One Hundred Seventy Five Dollars (\$175.00) to the Village of Broadview as a non-refundable administrative fee.

IN WITNESS WHEREOF, the parties have executed and acknowledge receipt of a copy this Escrow Agreement.

Seller

Buyer

Seller

Buyer

Dated

Dated

Village

Dated

The Village acknowledges receipt of the \$175.00 administrative fee.

_____ Dated: _____

The Village acknowledges receipt of Escrow Funds in the amount of \$_____.

_____ Dated: _____

The Village authorizes the release of \$_____ in Escrow Funds to the Buyer.

_____ Dated: _____

The Buyer acknowledges receipt of the Escrow Funds in the amount of \$_____.

_____ Dated: _____

_____ Dated: _____

The Buyer has failed to comply with this Escrow Agreement and the Escrow Funds are forfeited to the Village

_____ Dated: _____