



## VILLAGE OF BROADVIEW PROCEDURE FOR PURCHASE AND SALE OF PROPERTY REAL ESTATE

### TITLE 13 CERTIFICATE OF COMPLIANCE STAMP GUIDELINES

In order to transfer or sell any residential, commercial, government (including state, local, and federal), industrial, mixed use, or other real estate within the Village of Broadview, the OWNER/SELLER of the real estate must, prior to the sale or transfer, obtain a Village "Certificate of Compliance Stamp" from the Village's Building Department evidencing that the property at issue complies with the Village's building, mechanical, plumbing/sewer, electrical and all other applicable codes. The Cook County Recorder will not record any conveyance document if a Village Stamp is not imprinted on the conveyance document.

A conveyance document can be an Executor's Deed, Judge's Deed, Judicial Sales' Deed, Quit Claim's Deed, Special Warranty's Deed, Tax Deeds, Trustee's Deed, Warranty's Deed or other conveyance documents.

Before a Village of Certificate of Compliance Stamp will be issued, the OWNER/SELLER must comply with the provisions of Title 13 of the Village Code of Ordinances.<sup>1</sup>

(See Ordinance CO-2025-20).

(See also [https://codelibrary.amlegal.com/codes/broadviewil/latest/broadview\\_il/0-0-0-20884](https://codelibrary.amlegal.com/codes/broadviewil/latest/broadview_il/0-0-0-20884)).

### Exempt Transactions

Exempt transactions are specified in Title 13 of the Village Code (See Ordinance CO-2025-20). Transactions that are determined to be exempt shall not require an inspection. However, in order to avoid confusion, the OWNER/SELLER who is entitled to an exemption *must still* complete the Title 13 application and obtain a Village Certificate of Compliance stamp by contacting the Building Department (708-345-8174 ext. 270) and demonstrating proof of the exemption. Once the Building Department has reviewed and confirmed that the transaction is exempt, the Building Department will affix Certificate of Compliance stamp to the conveyance document provided.

### Temporary Certificate of Compliance

In the event that the OWNER/SELLER or BUYER agree that all Village code violations will be resolved *after* the closing on the sale of the real estate, escrow will be posted, permits will be pulled, and the Temporary Certificate of Compliance stamp will be issued. The timeline for the Temporary Compliance Stamp will be 60 days from the date the stamp is issued (see p. 3, no. 7 and 8), however the timeline may be extended at the discretion of the Building Commissioner. In order to receive a Certificate of Occupancy ("COO") *all* inspections need to be **approved** by our third-party inspection team, this will ensure you are able to occupy the property. **Without the COO you are not able to live in or occupy property.**



## **TITLE 13 CERTIFICATE OF COMPLIANCE STAMP GUIDELINES (Cont'd)**

### **Safety Committee Requirement**

Unless otherwise exempt, all transfers of commercial buildings or property, non-residential buildings or property, industrial buildings or property, or governmental buildings or property (including all state, local, and federal buildings or property), or that involve a change of use of the property or building, additions or alterations to the property or building other than cosmetic-type changes (new coat of paint, new siding, new carpet/flooring, or similar cosmetic-type changes), or construction at the property or building valuing more than \$1,000.00, or at the discretion of the Building Commissioner, shall be required to appear before and get the approval of the Village's Safety Committee. Any parties transferring real estate are encouraged to schedule a safety committee meeting before finalizing any plans or spending funds. The Safety Committee shall be comprised of the Building Commissioner, the Police Chief, the Fire Chief, the Public Works Director, and any other relevant Village parties. Compliance stamps will not be issued without the approval of the Safety Committee, where required.

### **Tax Revenue Impact Fee**

To off-set the loss of tax revenue when a property is transferred to a tax-exempt entity or governmental body, which includes the state, local and federal governments, the Village is hereby imposing a tax revenue impact fee. For all transfers of real property to a governmental body or other tax-exempt entity where the Village is projected to lose more than thirty-five thousand dollars (\$35,000.00) in tax revenue, the purchaser shall deposit, with the Village, a tax revenue impact fee equal to the total annual taxes remitted to the Village for the real property in the preceding tax year multiplied by 10. This is a non-refundable fee.



## PRE-SALE INSPECTIONS

1. Except for exempt transactions, all real estate sales and transfers require a Pre-Sale Inspection, requested by the OWNER/SELLER or their agent (seller) through the Building Department.
2. The OWNER/SELLER or their agent must physically come in the Village hall to pre-pay and schedule Inspections, located at 2350 S 25<sup>th</sup> Ave, Broadview IL. 60155.
3. The Village Building Department accepts Cash (exact change only), credit cards (convenience fee added), money orders, cashier's checks, and business checks. When using a credit card, the ID must match the name on the card. Personal checks will not be accepted.
4. Inspections are performed by a third-party inspection team. *Residential* Real Estate Inspections may be scheduled only on Tuesdays, Wednesdays, and Thursdays. Inspections of *commercial, government (including state, local, and federal) and industrial* buildings and properties need to be scheduled within four Business days.
5. The following fee schedule covers the initial Pre-Sale Inspection and Re-inspection:
  - \$100.00 for single family home or condominium, townhomes and co-ops
  - \$150.00 for two-family or three-family dwelling unit buildings.
  - \$225.00 for a building with four or more dwelling units.
  - \$1.00 per square foot for commercial, government (including state, local, and federal) and industrial buildings.
6. Inspection reports are valid for 30 days.
7. After violations listed on the inspection report have been corrected, the OWNER/SELLER or their agent must schedule the first re-inspection. If the reinspection fails, the OWNER/SELLER or their agent must schedule a final re-inspection.
8. Additional re-inspections needed after the 2<sup>nd</sup> (final) re-inspection which are due to a lack of Village Code Compliance will be charged at the same rate of the first initial inspection. (See No. 5 above)
9. The OWNER/SELLER must pay all fines, fees or other debt owed to the Village by the OWNER/SELLER or fines, fees or other debts that have been assessed against the real estate at issue by the Village.
10. Separate checks are required for all payments, inspection fees, escrow fees, OWNER/SELLER or their agent *must give Public Works a 24 hours' notice to request a final water read, which shall be valid for seven (7) days. (708-681-3602)*
11. When property is found in compliance with the Village Code, a Certificate of Occupancy shall be issued by the Building Department.
12. A **Certificate of Occupancy** will be issued after all inspections are passed and water billing information is updated and changed.
13. After the Closing has taken place the BUYER must complete a Water Billing Changes form, bring it to the Village Hall within 24 hrs. And provide their State ID or Driver's License with the Notarized deed. \*(See last page).
14. If **no** escrow is required, this document **still** needs to be **signed by the OWNER/SELLER and/or BUYER for all transactions, including exempt transactions (i.e. foreclosures, trust transfers & change of ownership).**



# Village of Broadview

A Balanced Community

## DOCUMENTS REQUIRED TO OBTAIN THE VILLAGE OF BROADVIEW CERTIFICATE OF COMPLIANCE STAMP

***\*PLEASE REVIEW & COMPLETE\****

Property Address \_\_\_\_\_

Permanent Index Number \_\_\_\_\_

OWNER/SELLER'S Name \_\_\_\_\_

OWNER/SELLER'S Address \_\_\_\_\_

OWNER/SELLER'S Phone Number \_\_\_\_\_

Buyer's Name \_\_\_\_\_

Buyer's Address \_\_\_\_\_

Buyer's Phone Number \_\_\_\_\_

***\*Pages 5, 6 & 7 are still required even if escrow is not required, see # 14 on page 3\****

***\*\*OFFICE USE ONLY\*\****

\_\_\_\_\_ INSPECTION – RESIDENTIAL, COMMERCIAL, GOVERNMENT (INCLUDING  
STATE, LOCAL, AND FEDERAL) OR INDUSTRIAL

\_\_\_\_\_ FIRST PAGE OF THE CONTRACT

\_\_\_\_\_ ALL FEES/FINES OWED TO THE VILLAGE OF BROADVIEW ARE PAID

\_\_\_\_\_ BUILDING DEPARTMENT

\_\_\_\_\_ FIRE DEPARTMENT

\_\_\_\_\_ PUBLIC WORKS DEPARTMENT

\_\_\_\_\_ ORIGINAL DEED & CONVEYANCE DEED OR DOCUMENTS (2 DEEDS)

\_\_\_\_\_ FINAL WATER BILL (CALL PUBLIC WORKS 24 HRS PRIOR TO CLOSING TO  
REQUEST A FINAL WATER READ, @ 708-681-3602, PAY AT THE WATER  
DEPARTMENT INSIDE OF THE VILLAGE HALL, YOUR WATER WILL BE SHUT-OFF  
WITHIN 24 HOURS)



# Village of Broadview

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## RESIDENTIAL, COMMERCIAL, GOVERNMENT (INCLUDING STATE, LOCAL, AND FEDERAL) OR INDUSTRIAL (ESCROW) AGREEMENT

***\*PLEASE REVIEW, SIGN BELOW & COMPLETE (PUT N/A WHERE NOT APPLICABLE) \****

Property Address

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Permanent Index Number

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OWNER/SELLER'S Name

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OWNER/SELLER'S Address

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OWNER/SELLER'S Phone Number

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Buyer's Name

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Buyer's Address

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Buyer's Phone Number

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***\*\*THE FOLLOWING SHALL ONLY BE COMPLETED UPON REQUIREMENT AND COMPLETION OF AN ESCROW ACCOUNT\****

The *OWNER/SELLER* and/or *BUYER* must submit two (2) estimates from two (2) different contractors specifying the cost of repairing the items listed on the inspection report for repairing those items.

This Escrow Agreement is being executed for the purpose of allowing the closing of the sale or transfer of real estate in the Village of Broadview, Illinois prior to the real estate being in *full compliance* with the village codes and/or ordinances, including but not limited to life safety codes. The *OWNER/SELLER* and/or *BUYER* of the real estate agrees that the *OWNER/SELLER* and/or *BUYER* shall resolve all of the village code violations which are detailed on the inspection report dated \_\_\_\_\_, 20\_\_\_\_ attached to this *Escrow Agreement* on or before \_\_\_\_\_, 20\_\_\_\_. The deadline for completion is 60 days after receiving the (Temporary) Certificate of Compliance Stamp, unless extended by the Building Commissioner or his designee.

The *OWNER/SELLER* and/or *BUYER* certifies that they are fully aware of the code violations listed on the inspection report regarding the real estate and agrees to obtain all necessary permits to correct all code violations and have a re-inspection on or before the deadline, the *OWNER/SELLER* and/or *BUYER* of the real estate *agrees* to assume the obligation of *abating all code violations* to the satisfaction of the Village, the *OWNER/SELLER* and/or *BUYER* agrees that the *OWNER/SELLER* and/or *BUYER* will have no further obligations as it relations to the code violations.

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**OWNER/SELLER/DATE**

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**BUYER/DATE**

***\*Please sign & date\****





# Village of Broadview

A Balanced Community

The *OWNER/SELLER and/or BUYER* has deposited the sum of \$\_\_\_\_\_ (Escrow Funds) in a refundable escrow account with the Village to ensure compliance with escrow agreement documents and to correct all code violations on or *before the deadline*. The escrow account will *not* be deposited in an interest bearing account.

If *OWNER/SELLER and/or 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. If the *OWNER/SELLER and/or BUYER* fails to correct the violations within the by the deadline, as extended if applicable, the Village is authorized by the *OWNER/SELLER and/or BUYER* to transfer the escrow funds from the refundable escrow account into the Village general account however, all code violations must still be rectified, and additional citations may be issued.

The *OWNER/SELLER and/or BUYER* may contest the forfeiture of the escrow funds by submitting a written request for a hearing to the Building Commissioner *within fourteen (14) days* of the forfeiture. Adjudication of citations issued pursuant to this section, and hearings to contest forfeiture of the escrow funds shall be governed by the administrative adjudications process set forth in the Village Code.

If the *OWNER/SELLER and/or BUYER* (circle one) fails to comply with this escrow agreement, the escrow funds are forfeited to the Village.

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**OWNER/SELLER/DATE**

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**BUYER/DATE**

***\*Please sign & date\****

If the *OWNER/SELLER and/or BUYER* corrects all the 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 whomever submitted the escrow funds.

If the *OWNER/SELLER and/or BUYER* is unable to complete the repairs listed in the inspection report prior to the deadline, the *OWNER/SELLER and/or BUYER* must complete the extension form, and submit it to the Building Commissioner requesting an extension of the deadline of no more than sixty (60) days. Only two (2) extensions of sixty (60) days each will be granted after the deadline. The Building Commissioner, at his sole discretion, may grant or deny the request based on good cause shown by the *OWNER/SELLER and/or BUYER*.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS TITLE 13- ESCROW AGREEMENT.

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**OWNER/SELLER/DATE**

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**BUYER/DATE**

***\*Please sign & date\****



# Village of Broadview

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**\*OFFICE USE ONLY\***

The village acknowledges the TITLE 13- Escrow Agreement Documents signed between both parties, OWNER/SELLER and/or BUYER.

\_\_\_\_\_  
**VILLAGE REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

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

\_\_\_\_\_  
**VILLAGE REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

The Village acknowledges receipt of escrow funds from the *OWNER/SELLER and/or BUYER* (circle one)

In the amount of \$\_\_\_\_\_.

\_\_\_\_\_  
**VILLAGE REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

*\*\* Please review pages 8-9 for escrow extension form and escrow refund request form.*



# Village of Broadview

A Balanced Community

## TITLE 13

### REQUEST FOR EXTENSION

Property Address: \_\_\_\_\_

Reason for Extension:

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Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

**\*OFFICE USE ONLY\***

Extension Granted \_\_\_\_\_ 30 days \_\_\_\_\_ 45 days \_\_\_\_\_ 60 days

\_\_\_\_\_  
VILLAGE REPRESENTATIVE

\_\_\_\_\_  
DATE





# Village of Broadview

A Balanced Community

## TITLE 13

### REQUEST FOR ESCROW REFUND

I acknowledge and affirm that all violations at property address

\_\_\_\_\_ have been corrected.

The re-inspection was done on \_\_\_\_\_ and approved.

I am requesting the escrow refund in the amount of \$\_\_\_\_\_.

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

**\*OFFICE USE ONLY\***

Make payable to: \_\_\_\_\_

\*Once OWNER/SELLER and/or BUYER has received escrow refund, they will sign below & the check stub for Village records.

\_\_\_\_\_  
PAYEE/DATE

\_\_\_\_\_  
VILLAGE REPRESENTATIVE/DATE

COO issued \_\_\_\_ Yes \_\_\_\_ No Initials/Date: \_\_\_\_\_



Village Of Broadview  
2350 S 25<sup>th</sup> Ave  
Broadview IL 60155  
Phone 708-345-8174 ext. 270.

### Water Billing Changes Form

Date: \_\_\_\_\_ Property Address: \_\_\_\_\_

\*24 Hrs. after the Final Water Read is paid, the water will be shut off.

\*\*No renter is allowed to access/request and/or update any water billing information.

*Owner's Disclosure:* I, the owner of the property listed above, am aware that the renter will not have access to any water billing changes. I will be *responsible* for all fees/debt owed to the Village of Broadview. Also, I will provide the Village with the notarized deed and ID, after closing, to verify that I am the current owner of this property.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Owner's Information

Name \_\_\_\_\_ Rental? Yes/No Are you residing in this Property? Yes/No  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Email Bill? Yes/No

#### Billing Changes

Name \_\_\_\_\_ Same information as above? Yes/ No  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Email Bill? Yes/No

\*For Office Use Only\*

Identification provided for verification: Driver's License \_\_\_\_\_ State Issued I.D. \_\_\_\_\_

Add to ROBO call ☐

Add to E-Mail List ☐

David Upshaw  
Building Commissioner  
Revised 08/14/2024 B.L.