



TOWN OF FORTVILLE

714 E. Broadway, Fortville, IN 46040
(317) 485-4044 | www.Fortville.IN.gov



TOWN COUNCIL AGENDA - MONDAY, JULY 6TH, 2026 - 6:30 PM

Elected Officials & Term Dates

1st District

Tonya Davis - 1/1/24-12/31/27
Sean Morgan - 9/23/2025-12/31/27

2nd District

Ryan Rummell - 1/1/23-12/31/26
Libby Wyatt - 1/1/24-12/31/27

At-Large

Fred "Fritz" Fentz - 1/1/23-12/31/26

Clerk-Treasurer

Melissa Glazier - 1/1/24-12/31/27

Town Management

Town Manager

Joe Renner

Police Department

Chief Patrick Bratton

Planning & Building

Adam Zaklikowski, AICP

HR-Office Manager & Comm. Relations

Andy Williams

Utilities & Accounts Payable

Angie Renner, Manager

Water Treatment Plant

David Thompson, Superintendent

Parks & Recreation

Heath Luther, Manager

Public Viewing Access

Livestream available through Zoom

- Call-In Number: 1-305-224-1968
- Meeting ID: 875 5656 8845
- <https://us02web.zoom.us/j/87556568845>

Public meeting video library available on YouTube: [@townoffortville1865](https://www.youtube.com/@townoffortville1865)

Meeting Repository available at <https://www.fortville.in.gov/meetings/>

Upcoming Public Meetings

- Wed. July 8: Pol. Comm. (Ex. Sess.)
- Thurs. July 16: RDC
- Mon. July 20: Town Council
- Tue. July 28: Plan Comm.
- Thurs. July 30: BZA

ADA Accommodations Notice

In compliance with the Americans with Disabilities Act (ADA), the Town of Fortville is committed to ensuring that individuals with disabilities can fully participate in public meetings. Reasonable accommodations or assistance will be provided upon request. To request accommodations, please contact Andy Williams, Office Manager, at (317) 482-4048 or awilliams@fortville.in.gov at least 48 hours before the scheduled meeting.

1. Meeting Opening

- Call Meeting to Order
- Pledge of Allegiance
- Roll Call
- Declaration of Quorum
- The Council will consider approval of, or edits to, the evening's meeting agenda.
- The Council will consider approval of the minutes of the previous meeting - June 15th, 2026

2. Old Business

- The Council will consider an additional request from Jared Hiner for the 22nd Annual Kammy's Kause set to be held on Saturday, August 29th, 2026.
- The Council will consider the 2nd Reading of Ordinance No. 2026-6B, voluntary annexation of the Flora Property.
- The Council will consider the appointment of a new Police Commissioner, candidates include:
 - Cory Munsell
 - Thomas Robinson
 - Chris Sears
 - Sean Simmons
 - Theresa Werking

3. New Business

- The Council to consider the 1st Reading of Resolution No. 2026-7A, a Declaration for the Month of August from here on.
- The Council to consider the 1st Reading of Ordinance No. 2026-7A, an Ordinance Establishing A Registration and Inspection Program for Rental Housing Units Located Within the Town of Fortville, Indiana.

4. Department Reports

- Town: Joe Renner
- Planning & Building: Adam Zaklikowski
- Parks & Recreation: Heath Luther
- Police: Chief Patrick Bratton
- Clerk-Treasurer: Missy Glazier
- Legal: Alex Intermill | Bose, McKinney, & Evans LLP

5. Public Comments - 2 minutes per person

6. Council Member Comments

7. Meeting Closure

- The Council will consider approval & signing of the accounts payable vouchers.
- The Council will consider adjournment of the meeting.



ORDINANCE NO. 2026-6B

**AN ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF FORTVILLE, INDIANA, ANNEXING CERTAIN
TERRITORY INTO THE TOWN OF FORTVILLE, INDIANA, PLACING
THE SAME WITHIN THE CORPORATE BOUNDARIES THEREOF
AND MAKING THE SAME A PART OF THE TOWN OF
FORTVILLE**

(FLORA ANNEXATION)

RECITALS

A. The Town Council of the Town of Fortville, Indiana (respectively, the “Council” and the “Town”) is in receipt of a petition (“Petition”) requesting the annexation of certain territory, commonly known the Flora Property at the east end of Alden Drive and more particularly described in attached Exhibit B (the “Annexation Territory”).

B. The Petition has been signed by one hundred percent (100%) of the landowners of the Annexation Territory and is attached hereto as Exhibit A.

C. The Annexation Territory consists of one (1) parcel (Parcel No. 30-02-10-200-001.001-016) of approximately 2.5 acres and the Annexation Territory is contiguous to the existing Town boundaries.

D. Responsible planning and state law require adoption of a fiscal plan and a definite policy for the provision of certain services to any annexed areas.

E. Prior to adoption of this Ordinance, this Council by resolution will adopt a written fiscal plan and definite policy for the provision of services of both a non-capital and capital nature to the Annexation Territory.

F. The written fiscal plan and definite policy adopted by resolution will provide for the provision of services of a non-capital nature (including police protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries of the Town) to Annexation Territory within one (1) year after the effective date of this annexation in a manner equivalent in standard and scope to those non-capital services provided

to areas within the current corporate boundaries, regardless of similar topography, patterns of land use, and population density.

G. The written fiscal plan and definite policy adopted by resolution will also provide for the provision of services of a capital nature (including street construction, street lighting, sewer facilities, water facilities and storm water drainage facilities) to the Annexation Territory within three (3) years after the effective date of this annexation in the same manner those services are provided to areas within the current corporate boundaries, regardless of similar topography, patterns of land use, and population density and in a manner consistent with federal, state and local laws, procedures, and planning criteria.

H. The terms and conditions of this annexation, including the written fiscal plan and definite policy, are fairly calculated to make the annexation fair and equitable to property owners and residents of the Annexation Territory and of the Town.

I. Prior to the final adoption of this Ordinance, the Town will have conducted a public hearing pursuant to proper notice issued as required by law.

J. The Council finds that the Annexation Territory, pursuant to the terms of this Ordinance, is fair and equitable and should be accomplished.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Fortville, Indiana, as follows:

Section 1. The above recitals are incorporated herein by this reference as though fully set forth herein below.

Section 2. In accordance with I.C. § 36-4-3-5.1, the Annexation Territory is hereby annexed to the Town and thereby included within its corporate boundaries pursuant to the terms of this Ordinance.

Section 3. The Annexation Territory is assigned to Council District No. 2.

Section 4. The Annexation Territory shall be zoned at a later date based upon a review by the Plan Commission.

Section 5. All prior Ordinances or parts thereof that may be inconsistent with any provision of this Ordinance are hereby repealed. The paragraphs, sentences, and words of this ordinance are separable, and if a court of competent jurisdiction hereof declares any portion unconstitutional, invalid or unenforceable, such declaration shall not affect the remaining portions of this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after the date of its adoption and such publication and recordation as is required by law.

[Signature Page Follows]

Duly ordained and passed this ____ day of _____, 2026 by the Town Council of the Town of Fortville, Hancock County, Indiana.

TOWN OF FORTVILLE, INDIANA, BY ITS TOWN COUNCIL

Voting Affirmative:

Voting Opposed:

Tonya Davis, President

Tonya Davis, President

Ryan Rummell, Vice President

Ryan Rummell, Vice President

Frederick (Fritz) Fentz, Member

Frederick (Fritz) Fentz, Member

Elizabeth (Libby) Wyatt, Member

Elizabeth (Libby) Wyatt, Member

Sean Morgan, Member

Sean Morgan, Member

ATTEST:

Melissa Glazier, Clerk-Treasurer

In accordance with Indiana Code, I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.
Adam Zaklikowski, AICP.

This instrument prepared by Adam Zaklikowski, AICP, Town of Fortville, 714 E. Broadway St., Fortville, IN 46040

Exhibit A
Petition

[See following page.]

PETITION FOR ANNEXATION
INTO THE
TOWN OF FORTVILLE, INDIANA

WHEREAS, the undersigned (hereinafter, the "Petitioners"), are the owners of those certain lots or parcels within the real estate (the "Real Estate") more particularly described in Exhibit A; and

WHEREAS, the Petitioners desire the Real Estate to be annexed by the Town of Fortville, Indiana (the "Town").

NOW THEREFORE, the Petitioners in support of this Petition for Annexation hereby state the following:

1. The Petitioners, in aggregate, own one hundred percent (100%) of the Real Estate.
2. The Town Council of the Town of Fortville, Indiana, by ordinance, has defined the corporate boundaries of the Town.
3. More than one-eighth (1/8) of the aggregate external boundaries of the Real Estate is contiguous with the corporate boundaries of the Town.

WHEREFORE, Petitioners request that the Council adopt an ordinance annexing the Real Estate to the Town of Fortville, Indiana.

Signed: Michael D. Flora
Printed: Michael D. Flora
Owner of Parcel(s): See Attached Parcel 1(A) + Parcel 2(B)

Signed: Michelle R. Flora
Printed: Michelle R. Flora
Owner of Parcel(s): See Attached

Exhibit B
Legal Description & Map

[See following pages.]

Parcel No. 30-02-10-200-001.001-016

Part of the Northwest Quarter of Section 10, Township 17 North, Range 6 East, of the Second Principal Meridian, in Hancock County, Indiana, more particularly described as follows, to-wit: COMMENCING at a point at the Northwest corner of the Southwest quarter of said Section; thence North 88 degrees 58 minutes 50 seconds East along the North line of said 1/4 section a distance of 1602.28 feet to the Northwest Corner of Helmcrest - Section 5 per plat recorded as Instrument Number 76-1389 in the Office of the Recorder of Hancock County, Indiana; thence South 00 degrees 03 minutes 37 seconds East along the East line of said plat a distance of 199.45 feet to the POINT OF BEGINNING; thence North 89 degrees 56 minutes 23 seconds East a distance of 260.00 feet; thence South 00 degrees 03 minutes 37 seconds East a distance of 420.00 feet; thence South 89 degrees 56 minutes 23 seconds West a distance of 260.00 feet to said East line; thence North 00 degrees 03 minutes 37 seconds West along the said east line a distance of 420.00 feet to the POINT OF BEGINNING, containing 2.507 acres, more or less.



TOWN OF FORTVILLE, INDIANA

Resolution No. 2026-7A

**A RESOLUTION DECLARING AUGUST AS KAMMY'S KAUSE
MONTH IN THE TOWN OF FORTVILLE, INDIANA**

RECITALS

- A. The Hiner family established Kammy's Kause, an annual music festival and fundraiser held each August, in Fortville, Indiana (the "Town") in 2004 to bring awareness to and support for families affected by the 4p- and Wolf-Hirschhorn Syndrome ("WHS"), an extremely rare chromosome disorder that disproportionately affects children, including the Hiner's daughter, Kamdyn "Kammy" Hiner.
- B. Kammy's Kause has grown into the largest fundraiser in the United States for the 4p- Support Group, which provides a myriad of services to families impacted by WHS, and helps fund research programs and a bi-annual national conference to fight WHS.
- C. Kammy's Kause exemplifies "small town" life in bringing the Town and community together each year in support of one of its resident families and to further the mission of the organization.
- D. The Town Council of the Town of Fortville, Indiana desires to memorialize its support and celebration of Kammy's Kause for the positive impact it has on the families affected by WHS and on the Town.

**BE IT THEREFORE RESOLVED BY THE TOWN COUNCIL OF
FORTVILLE, INDIANA AS FOLLOWS:**

Section 1: The foregoing Recitals are incorporated into this Resolution.

Section 2: Every August shall be hereby and hereafter recognized as "Kammy's Kause Month" in the Town.

Duly resolved and passed this ___ day of _____, 2026 by the Town Council of the Town of Fortville, Hancock County, Indiana having been passed by a vote of ___ in favor and ___ opposed.

TOWN OF FORTVILLE, INDIANA, BY ITS TOWN COUNCIL

Voting Affirmative:

Voting Opposed:

Tonya Davis, President

Tonya Davis, President

Ryan Rummell, Vice President

Ryan Rummell, Vice President

Frederick "Fritz" Fentz

Frederick "Fritz" Fentz

Elizabeth "Libby" Wyatt

Elizabeth "Libby" Wyatt

Sean Morgan

Sean Morgan

ATTEST:

Melissa "Missy" Glazier
Clerk-Treasurer

ORDINANCE NO. 2026-7A

**AN ORDINANCE ESTABLISHING A REGISTRATION
AND INSPECTION PROGRAM FOR RENTAL HOUSING
UNITS LOCATED WITHIN THE TOWN OF FORTVILLE,
INDIANA**

RECITALS

A. The Town Council of the Town of Fortville, Indiana (respectively, the “Town Council” and the “Town”) has determined that there exists units of rental housing within the Town, which by reason of their operation, use, or occupancy are likely to affect the public health, safety, and general welfare of the community.

B. The Town Council has determined that it is necessary and desirable to provide for the registration and inspection of rental residential properties within the Town in order to protect the health, safety, and welfare of the residents of the Town.

C. Indiana Code § 36-1-20 empowers municipalities to adopt and enforce a rental registration and inspection program.

NOW THEREFORE, be it ordained by the Town Council of the Town of Fortville, Indiana that:

Section 1. Title XV of the Fortville Code of Ordinances shall be amended to add the following Chapter 157: Rental Housing Registration and Inspection:

RENTAL REGISTRATION AND INSPECTION PROGRAM

§ 157.01 PURPOSE.

The purpose of this chapter is to provide for the registration and inspection of rental residential property and to facilitate the prevention and correction of violations of laws and ordinances pertaining to such properties so as to protect the public health, safety and welfare of the people of the Town including, but not limited to, the following:

- (A) To protect the public health and safety by ensuring rental units comply with the Town’s building codes, property maintenance codes and the Zoning Ordinance and all other applicable regulations adopted by the State of Indiana or other governmental agency.
- (B) To protect the character and stability of residential neighborhoods.
- (C) To correct and prevent conditions that adversely affect or are likely to adversely affect safety, general welfare and health of the persons occupying dwellings and buildings.
- (D) To prevent the overcrowding of rental units.
- (E) To facilitate the enforcement of minimum standards for maintenance of existing residential rental and thus to prevent slums and blight.

§ 157.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADULT. Every person at least 18 years of age or younger if emancipated.

DWELLING UNIT. The abode of a family; a single unit providing complete, independent facilities for the exclusive use of the household, including permanent provisions for living, sleeping, eating, cooking and sanitation.

FAMILY. Includes all of the following:

- (1) An individual;
- (2) Two or more individuals related by genetics, marriage, legal adoption, foster care or guardianship, or other comparable relationship established by law; or
- (3) Five or fewer individuals who constitute a relatively permanent functioning group living as a single housekeeping unit.

HABITABLE ROOM. Any room meeting the requirements of this chapter for sleeping, living, or dining purposes excluding such enclosed places as closets, pantries, bath or toilet rooms, hallways, laundries, storage places, utility rooms and similar spaces.

INSPECTION OFFICER. That municipal officer charged with the primary responsibility of enforcement of the provisions of this chapter. As set out in § 157.12 hereof, the Town Building Inspector, or the Town Manager's designee if the Town Building Inspector position is vacant, shall serve as the Inspection Officer.

MULTI-FAMILY DWELLING. A residential building designed for, or modified to accommodate, more than one independent rental unit.

OWNER. Any person having a legal or equitable title in a rental building or premises.

PERSON. A corporation, firm, partnership, association, organization or any group acting as a unit, as well as a natural person. References in the masculine gender include the feminine and the neuter, in the present tense include the future, and the singular includes the plural.

PREMISES. A lot, plot or parcel of land containing a rental building or rental unit.

REGISTRATION PERMIT. The permit or approval issued by the Town upon registration of each rental unit.

RENTAL BUILDING. A building containing one or more rental units.

RENTAL UNIT. A rented dwelling unit or rooming unit.

ROOMING HOUSE. Any dwelling or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not related by blood or marriage.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

TENANCY AGREEMENT. Includes all agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a rental unit.

TENANT. Any person entitled to occupy a rental unit under a tenancy agreement to the exclusion of others.

§ 157.03 COMPLIANCE REQUIRED; APPLICATION OF CHAPTER.

(A) No person shall occupy or maintain a rental unit within the Town unless in accordance with the provisions of this chapter. This chapter applies to all rental units located within the Town, but shall not apply to the following:

- (1) Occupancy in a single-family, owner-occupied dwelling unit.
- (2) Occupancy in a “group home” or “institutional residential” as those terms are defined in the Town of Fortville Zoning Ordinance.
- (3) Occupancy in federally subsidized and owned housing complexes which have multiple on-site units and which are owned and maintained by the federal government or local housing authority, or scattered site Section 8 housing units administered by a local housing authority.
- (4) Occupancy by the purchaser of a dwelling unit under a recorded contract of sale.
- (5) Transient occupancy in a hotel, motel or other similar lodging.

(B) It shall be the responsibility of each person owning or operating a dwelling unit that said person claims is exempt from this chapter to produce such documentation or other information as may be requested by the Inspection Officer or his designee so as to permit the Inspection Officer or designee to determine whether said dwelling unit is exempt.

§ 157.04 REGISTRATION REQUIRED.

(A) No owner of real estate within the Town shall use said real estate for the purpose of erecting or maintaining a rental unit thereon after July 1, 2026, without registering each rental unit with the Town. All existing rental units and commercial buildings shall be registered with the Town between August 1, 2026 and November 1, 2026. The registration shall be affected by furnishing to the Town a complete and accurate application upon forms prescribed by the Town, setting forth the following information:

- (1) The legal name of all owners;
- (2) Physical address (no P.O. Boxes) of all owners, including phone number and email address.
- (3) Street address of the rental unit;
- (4) If the owner is not a resident of Hancock County, Indiana, or a county contiguous to Hancock County, the name, physical address (no P.O. Boxes), email, telephone number of the owner’s agent authorized to receive notification of complaints, damages, emergencies, substandard conditions or other communications, including service of process. Any owner who does not reside in Hancock County, Indiana, or a contiguous county shall be required to designate an agent;
- (5) Verification that a Homestead Property Tax Deduction is not being claimed on the property while in use as a residential rental.

(B) The registration application shall be signed by all owners, including the individual partners, shareholders, members, other individuals with an ownership interest in a corporation, company, or other entity that holds title to the rental unit. Whenever the ownership of a rental unit or group or complex of rental units changes, the new owner(s) shall have the responsibility to report the change in ownership to the Town and pay the \$5.00 registration fee within 30 days of the change of ownership. Previously issued registration permits shall automatically expire 30 days following transfer of title to a registered property or change of use(s). A registration permit shall otherwise remain in effect until suspended or revoked as set forth in this chapter. Issuance of a registration permit is not evidence that a property meets the requirements of this chapter or is otherwise fit for human habitation.

(C) Notification to the owner or his or her agent at the address shown on the registration application shall constitute sufficient notice pursuant to any provision of this chapter. Registration of a rental unit shall be evidenced by issuance of a registration permit. An application for renewal of a registration permit shall contain the same information as an initial application.

§ 157.05 TENANT INFORMATION.

Each owner of a rental unit shall at all times maintain an up-to-date list containing the names and contact information for all tenants in each rental unit owned or operated by the owner. Each owner shall provide the Town, upon ten days' written notice, any information from such list determined by the Town to be necessary for any valid legal purpose such as an application for a warrant to inspect a rental unit, levying a fine against a tenant, or the giving of any notice to a tenant.

§ 157.06 REGISTRATION PERMIT FEES.

There shall be a one-time \$5.00 registration fee assessed for each rental unit located within the Town. The above-referenced registration fee shall be paid at the time that the owner submits the registration application to the Town. Collection of the \$5.00 registration fee shall be waived until **November 1, 2026**. If the ownership and/or use of the rental unit changes, a new registration and fee shall be filed within 30 days of the change in ownership or use(s) pursuant to § 157.04(B) of this ordinance.

§ 157.07 REGISTRATION PERMITS.

For all registered rental units the Town shall issue a certificate stating the date of the unit's registration. The owner of each rental unit shall be responsible for continuously maintaining a copy of the certificate. Each owner shall provide the Inspection Officer or his or her designee with a copy of the certificate upon request.

§ 157.08 COMPLAINT-DRIVEN INSPECTIONS.

(A) Each rental unit and/or premises within the Town is subject to inspection by the Inspection Officer or his or her designee in accordance with this chapter. As of **July 1, 2026**, whenever the Inspection Officer or his or her designee receives information creating a reasonable belief that a non-exempt rental unit or premises violates any of the standards of this chapter (including non-registration of a rental unit), the Inspection Officer may conduct an inspection of the rental unit or premises.

(B) Unless waived by either the owner or tenant, the following procedure shall be used to obtain entry to rental units and premises for the purpose of inspection. The Inspection Officer shall cause written notice to be mailed to the owner or his or her agent of the rental unit or premise setting forth the date and time scheduled for the inspection together with the appropriate inspection application. The owner or his or her agent shall have **seven** days from the notice issuance date in which to submit a complete and accurate inspection application to the Inspection Officer. In the inspection application, the owner shall include a current list of tenants for each rental unit to be inspected and shall indicate whether the owner and all tenants consent to an inspection of the rental unit(s) or premises.

(C) The owner shall be responsible for granting access to each rental unit or premises to the Inspection Officer or his or her designee. In the event the owner and/or tenant refuses entry to any given rental unit or premises for inspection pursuant to this chapter, the appropriate court of Hancock County shall be utilized by the Town to obtain a warrant for entry and inspection as provided in this chapter. If the owner and/or tenant does not consent, the Inspection Officer shall request a search warrant from a court of appropriate jurisdiction to conduct an inspection of the rental unit to determine whether the rental unit complies with this chapter. The Inspection Officer, or his or her designee, shall conduct an inspection, as authorized by such search warrant. The Town Council has determined that the inspections provided in this chapter for all rental units constitutes a reasonable method to protect the health, safety, and welfare of its citizens.

§ 157.09 INSPECTION FEES.

In the event that no violations (including non-registration of a rental unit) of this chapter are discovered during the initial inspection, the owner shall not be charged a fee for the inspection. However, in the event that the initial inspection reveals any violation of this chapter for which the owner is responsible the owner shall be charged an inspection fee **of \$100.00**. This inspection fee shall be paid by the owner within 30 days of the date of the initial inspection or be subject to additional penalties and collection fees.

§ 157.10 NOTIFICATION OF DEFICIENCIES TO LANDLORD; REINSPECTIONS.

(A) In the event any inspection reveals a deficiency with the application of the codes referenced herein, the Inspection Officer shall within ten days from the date of the inspection notify the owner of the rental unit of the deficiencies. Such notice of deficiencies shall:

- (1) Be in writing;
- (2) Shall include a description of the real estate sufficient for identification;
- (3) State the reason or reasons why the notice is being issued including a reference to any sections of the relevant ordinance, law, and/or regulation that have been violated;
- (4) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with provisions of this subchapter; and
- (5) Include an explanation of the owner's right to seek modification or withdrawal of the notice by petition to the Board of Zoning Appeals.

(B) The notice prescribed above shall be deemed to be properly served upon the owner or his or her agent at the address shown on the registration application.

(C) A re-inspection shall be conducted after the end of the above-referenced compliance time frame. If the Inspection Officer finds that compliance with all noted violations has not been accomplished, the Inspection Officer may commence proceedings to suspend and/or revoke the registration permit for the premises.

(D) The first re-inspection performed after the expiration of the compliance time frame shall be assessed a fee of \$100.00 per rental unit to be inspected. All further re-inspections necessitated by the continued existence of violations shall be assessed a fee of \$200.00 per rental unit to be inspected. No registration permits shall be issued until the fees are paid in full.

§ 157.11 PROBATION, SUSPENSION OR REVOCATION OF REGISTRATION PERMITS.

(A) Probation. Based upon charges filed by the Inspection Officer, the Board of Zoning Appeals may, if it finds the charges to be true, impose up to three-year probation, during which any additional violations may result in the suspension or revocation of the registration permit, for any premises found to be under the following circumstances:

(1) If there is an adjudication of two or more violations of the Town Code or Indiana Criminal Code on the property within one year, unless the owner was the party reporting the violation or, unless the owner or owner's agent has evicted the tenants;

(2) An adjudication that the owner, owner's agent or person acting on behalf of the owner has violated § 157.13 or § 157.14 of this chapter.

(B) Suspension. Based upon charges filed by the Inspection Officer, the Board of Zoning Appeals may, if it finds the charges to be true, impose up to a 120-day suspension of the registration permit for any premises found to be under the following circumstances:

(1) One or more additional bases exist that would support the imposition or probation within one year of any other sanctions being imposed under this section and the owner has not taken appropriate corrective action.

(2) An adjudication that the owner, owner's agent, or person acting on behalf of the owner has:

(a) Knowingly violated the maximum occupancy provisions set forth in the rental housing code;

(b) Illegally used or allowed the illegal use of non-habitable or non-occupiable space;

(c) Illegally converted space to occupiable or habitable use or illegally added an additional rental unit to the property;

(d) Violated the provisions of § 157.04 (rental certificate required);

(e) Failed to correct any code violation at the property affecting health and safety within the time allowed;

(f) Provided the Inspection Officer or his or her designee with any false or materially incomplete information in connection with the property or the registration permit.

The suspension shall begin upon the vacation of the rental unit. The owner shall take all legal steps necessary to vacate the rental unit as soon as possible.

(C) Revocation. Based upon charges filed by the Inspection Officer, the Board of Zoning Appeals may, if it finds the charges to be true, permanently revoke the registration permit for any premises under the following circumstances:

(1) Any occupancy during or payment of rent for the period of any suspension under § 157.11(B); or

(2) Within three years after suspension, any further occurrence or violation that would be grounds for a suspension of the registration permit.

(D) The Inspection Officer shall prepare and file charges, including proposed penalties, with the Board of Zoning Appeals specifying the specific violation and relief requested. Such charges, proposed penalties, and notice of a hearing shall be served upon the owner or his or her agent by certified mail, return receipt requested to the address of record.

(E) The Board of Zoning Appeals shall set a date for hearing of the charges, not less than ten days after mailing of the notice. The Board of Zoning Appeals shall hear the evidence and argument of the Inspection Officer and the owner. After the hearing, the Board of Zoning Appeals shall make a written decision supported by findings. The decision of the Board of Zoning Appeals may be appealed to a court of general jurisdiction in Hancock County within 30 days of the decision.

(F) Following the permanent revocation of a registration permit by the Board of Zoning Appeals, and after any penalties have been paid in full, an owner may apply to the Town for the issuance of a new registration permit. As part of the application process for a new registration permit the owner shall permit the Inspection Officer to inspect each rental unit and/or premises wherein the registration permit was previously revoked to determine compliance with the requirements of this chapter.

§ 157.12 INSPECTION OFFICER.

The Town Building Inspector, or the Town Manager's designee if the position of Building Inspector is vacant, shall act as the Inspection Officer. The decisions of the Inspection Officer may be appealed to the Board of Zoning Appeals on petition filed with the Board within 20 days after hand delivery or mailing, whichever occurs first, of the Inspection Officer's decision.

§ 157.13 TRUTH IN ADVERTISING.

(A) No owner of a rental unit shall incorrectly represent in any advertisement, sign, or other written or oral form, including on social media or the internet, the occupancy limits of the rental unit.

(B) No tenant of a rental unit advertising for sublease shall incorrectly represent in any advertisement, sign, or other written or oral form, the occupancy limits of the rental unit.

§ 157.14 RETALIATORY EVICTION PROHIBITED.

It shall be a violation of this chapter if a court of competent jurisdiction determines that any owner or his or her agent brought or threatened to bring an action for possession of a rental unit for the purpose of retaliating against a tenant for requesting an inspection of a rental unit.

§ 157.15 RENTAL HOUSING FUND ESTABLISHED.

(A) The Town Council hereby establishes a Rental Housing Fund.

(B) The Inspection Officer and/or his or her designee(s) shall be named and have the authority for the collection, allocation and expenditure (as approved by the Town Council) of all costs associated with the administration of the rental housing program.

§ 157.99 PENALTY.

In addition to probation, suspension and revocation of a registration permit as set forth in § 157.11 of this chapter, the Board of Zoning Appeals may impose the following penalties on any and all persons found to be in violation of this chapter:

(A) For submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, a fine of up to \$1000.00, unless the violator has been convicted of a previous violation for submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, in which case the fine may be up to \$2,500;

(B) For failure to maintain a rental certificate pursuant to § 157.07, a fine of up to \$500, unless the violator has been convicted of a previous violation for failing to maintain a rental certificate, in which case the fine shall be up to \$1,000;

(C) For failure to timely sign or submit a complete registration application, any tenant information requested pursuant to § 157.05 or an inspection application, a fine of up to \$100, each day a violation of this provision exists or continues to exist constituting separate and distinct violation of this chapter;

(D) For knowingly committing, permitting or allowing any overoccupancy as set forth in § 157.43, a fine of up to \$200, unless the violator has been convicted of a previous violation involving overoccupancy, in which case the fine shall be up to \$1,000, with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of this chapter;

(E) For rental of any dwelling unit without first obtaining or continuing to have a valid registration permit, a fine of up to \$100, unless the violator has been convicted of previous violation involving renting without a registration permit, in which case the fine shall be up to \$500, with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of this chapter;

(F) For bringing or threatening to bring an action for possession of a rental unit for the purpose of retaliating against a tenant for requesting an inspection of a rental unit in violation of § 157.14, a fine of up to \$2,500;

(G) For violation of any other provision of this chapter, a fine of up to \$100, for each day after which a correction was to be made pursuant to § 157.10(A)(4).

SECTION 14. Any Section or Subsection of the Fortville Town Code that is not specifically amended or restated herein remains in full force and effect.

SECTION 15. If any provision in this Ordinance is declared invalid, the remaining provisions of the Ordinance shall remain in full force and effect.

SECTION 16. Any ordinances or provisions thereof that are inconsistent with this Ordinance are hereby superseded.

[Signature Page Follows]

Introduced and filed on the _____ day of _____, 2026.

Duly ordained and passed this _____ day of _____, 2026 by the Town Council of the Town of Fortville, Hancock County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

TOWN OF FORTVILLE, INDIANA, BY ITS TOWN COUNCIL

Voting Affirmative:

Voting Opposed:

Tonya Davis, President

Tonya Davis, President

Ryan Rummell, Vice President

Ryan Rummell, Vice President

Frederick "Fritz" Fentz

Frederick "Fritz" Fentz

Elizabeth Wyatt

Elizabeth Wyatt

Sean Morgan

Sean Morgan

ATTEST:

Melissa Glazier
Clerk-Treasurer

ORDINANCE NO. 2026-____

AN ORDINANCE ESTABLISHING A REGISTRATION AND INSPECTION PROGRAM FOR RENTAL HOUSING UNITS ~~AND COMMERCIAL BUILDINGS~~ LOCATED WITHIN THE TOWN OF FORTVILLE, INDIANA ~~AND ESTABLISHING MINIMUM STANDARDS FOR RENTAL HOUSING WITHIN THE TOWN OF FORTVILLE, INDIANA~~

RECITALS

A. The Town Council of the Town of Fortville, Indiana (respectively, the “Town Council” and the “Town”) has determined that there exists units of rental housing within the Town, which by reason of their operation, use, or occupancy are likely to affect the public health, safety, and general welfare of the community.

B. The Town Council has determined that it is necessary and desirable to provide for the registration and inspection of rental residential ~~and commercial~~ properties within the Town in order to protect the health, safety, and welfare of the residents of the Town.

~~C. The Town Council desires to take measures to protect the character and stability of residential neighborhoods along with the value of the land and buildings in the Town.~~

C. Indiana Code § 36-1-20 empowers municipalities to adopt and enforce a rental registration and inspection program.

~~D. The Town Council remains committed to preventing the overcrowding of dwellings, hazardous conditions in commercial spaces, and other violations of laws and ordinances related to residential rental housing and commercial buildings.~~

NOW THEREFORE, be it ordained by the Town Council of the Town of Fortville, Indiana that:

Section 1. Title XV of the Fortville Code of Ordinances shall be amended to add the following Chapter 157: Rental Housing ~~and Commercial Building~~ Registration and Inspection:

RENTAL REGISTRATION AND INSPECTION PROGRAM

§ 157.01 PURPOSE.

The purpose of this chapter is to provide for the registration and inspection of rental residential property and ~~commercial buildings and~~ to facilitate the prevention and correction of violations of laws and ordinances pertaining to such properties so as to protect the public health, safety and welfare of the people of the Town including, but not limited to, the following:

(A) To protect the public health and safety by ensuring rental units ~~and commercial buildings~~ comply with the Town’s building codes, property maintenance codes and the Zoning Ordinance and all other applicable regulations adopted by the State of Indiana or other governmental agency.

- (B) To protect the character and stability of residential neighborhoods.
- (C) To correct and prevent conditions that adversely affect or are likely to adversely affect safety, general welfare and health of the persons occupying dwellings and buildings.
- (D) To prevent the overcrowding of rental units.
- (E) To facilitate the enforcement of minimum standards for maintenance of existing residential rental and ~~commercial buildings and~~ thus to prevent slums and blight.
- ~~(F) To preserve the value of land and buildings throughout the Town.~~

§ 157.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADULT. Every person at least 18 years of age or younger if emancipated.

~~COMMERCIAL BUILDING. Any building used for commercial or industrial purposes, regardless of whether the building is open to the public.~~

DWELLING UNIT. The abode of a family; a single unit providing complete, independent facilities for the exclusive use of the household, including permanent provisions for living, sleeping, eating, cooking and sanitation.

FAMILY. Includes all of the following:

- (1) An individual;
- (2) Two or more individuals related by genetics, marriage, legal adoption, foster care or guardianship, or other comparable relationship established by law; or
- (3) Five or fewer individuals who constitute a relatively permanent functioning group living as a single housekeeping unit.

HABITABLE ROOM. Any room meeting the requirements of this chapter for sleeping, living, or dining purposes excluding such enclosed places as closets, pantries, bath or toilet rooms, hallways, laundries, storage places, utility rooms and similar spaces.

INSPECTION OFFICER. That municipal officer charged with the primary responsibility of enforcement of the provisions of this chapter. As set out in § 157.12 hereof, the Town Building Inspector, or the Town Manager's designee if the Town Building Inspector position is vacant, shall serve as the Inspection Officer.

MULTI-FAMILY DWELLING. A residential building designed for, or modified to accommodate, more than one independent rental unit.

OWNER. Any person having a legal or equitable title in a rental building or premises.

PERSON. A corporation, firm, partnership, association, organization or any group acting as a unit, as well as a natural person. References in the masculine gender include the feminine and the neuter, in the present tense include the future, and the singular includes the plural.

PREMISES. A lot, plot or parcel of land containing a rental building or rental unit.

REGISTRATION PERMIT. The permit or approval issued by the Town upon registration of each rental unit.

RENTAL BUILDING. A building containing one or more rental units.

~~RENTAL HOUSING CODE. Sections 157.30 through 157.47 of this chapter.~~

RENTAL UNIT. A rented dwelling unit or rooming unit.

ROOMING HOUSE. Any dwelling or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not related by blood or marriage.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

TENANCY AGREEMENT. Includes all agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a rental unit.

TENANT. Any person entitled to occupy a rental unit under a tenancy agreement to the exclusion of others.

§ 157.03 COMPLIANCE REQUIRED; APPLICATION OF CHAPTER.

(A) No person shall occupy or maintain a rental unit ~~or commercial building~~ within the Town unless in accordance with the provisions of this chapter. This chapter applies to all rental units ~~and commercial buildings~~ located within the Town, but shall not apply to the following:

- (1) Occupancy in a single-family, owner-occupied dwelling unit.
- (2) Occupancy in a “group home” or “institutional residential” as those terms are defined in the Town of Fortville Zoning Ordinance.
- (3) Occupancy in federally subsidized and owned housing complexes which have multiple on-site units and which are owned and maintained by the federal government or local housing authority, or scattered site Section 8 housing units administered by a local housing authority.
- (4) Occupancy by the purchaser of a dwelling unit under a recorded contract of sale.
- (5) Transient occupancy in a hotel, motel or other similar lodging.

(B) It shall be the responsibility of each person owning or operating a dwelling unit that said person claims is exempt from this chapter to produce such documentation or other information as may be requested by the Inspection Officer or his designee so as to permit the Inspection Officer or designee to determine whether said dwelling unit is exempt.

§ 157.04 REGISTRATION REQUIRED.

(A) No owner of real estate within the Town shall use said real estate for the purpose of erecting or maintaining a rental unit ~~or commercial building~~ thereon after July 1, 2026, without registering each rental unit ~~or commercial building~~ with the Town. All existing rental units and commercial buildings shall be registered with the Town between March August 1, 2026 and July November 1,

2026. The registration shall be affected by furnishing to the Town a complete and accurate application upon forms prescribed by the Town, setting forth the following information:

- (1) The legal name of all owners;
- (2) Physical address (no P.O. Boxes) of all owners, including phone number and email address.
- (3) Street address of the rental unit;

(4) If the owner is not a resident of Hancock County, Indiana, or a county contiguous to Hancock County, the name, physical address (no P.O. Boxes), email, telephone number of the owner's agent authorized to receive notification of complaints, damages, emergencies, substandard conditions or other communications, including service of process. ~~The address of any and all agents shall be within Hancock County or a contiguous county.~~ Any owner who does not reside in Hancock County, Indiana, or a contiguous county shall be required to designate an agent;

(5) Verification that a Homestead Property Tax Deduction is not being claimed on the property while in use as a residential rental.

~~(6) For commercial buildings, each use (e.g., restaurant, grocery, medical offices, auto sales, etc.) presently occurring in the building.~~

(B) The registration application shall be signed by all owners, including the individual partners, shareholders, members, other individuals with an ownership interest in a corporation, company, or other entity that holds title to the rental unit ~~or commercial building~~. Whenever the ownership of a rental unit or ~~commercial building or~~ group or complex of rental units changes, the new owner(s) shall have the responsibility to report the change in ownership to the Town and pay the ~~\$25.00~~ 5.00 registration fee within 30 days of the change of ownership. ~~Whenever the use(s) of a commercial building changes, the owner(s) shall have the responsibility to report the change in use(s) to the Town and pay the \$25.00 registration fee within 30 days of the change of use(s).~~ Previously issued registration permits shall automatically expire 30 days following transfer of title to a registered property or change of use(s). A registration permit shall otherwise remain in effect until suspended or revoked as set forth in this chapter. Issuance of a registration permit is not evidence that a property meets the requirements of this chapter or is otherwise fit for human habitation.

(C) Notification to the owner or his or her agent at the address shown on the registration application shall constitute sufficient notice pursuant to any provision of this chapter. Registration of a rental unit ~~or commercial building~~ shall be evidenced by issuance of a registration permit. An application for renewal of a registration permit shall contain the same information as an initial application.

§ 157.05 TENANT INFORMATION.

Each owner of a rental unit ~~or commercial building~~ shall at all times maintain an up-to-date list containing the names and contact information for all tenants in each rental unit ~~or commercial building~~ owned or operated by the owner. Each owner shall provide the Town, upon ten days' written notice, any information from such list determined by the Town to be necessary for any valid legal purpose such as an application for a warrant to inspect a rental unit ~~or commercial building~~, levying a fine against a tenant, or the giving of any notice to a tenant.

§ 157.06 REGISTRATION PERMIT FEES.

There shall be a one-time \$~~25.00~~5.00 registration fee assessed for each rental unit ~~or commercial building~~ located within the Town. The above-referenced registration fee shall be paid at the time that the owner submits the registration application to the Town. Collection of the \$~~25.00~~5.00 registration fee shall be waived until ~~July~~November 1, 2026. If the ownership and/or use of the rental unit ~~or commercial building~~ changes, a new registration and fee shall be filed within 30 days of the change in ownership or use(s) pursuant to § 157.04(B) of this ordinance.

§ 157.07 REGISTRATION PERMITS.

For all registered rental units ~~or commercial buildings~~ the Town shall issue a certificate stating the date of the unit's registration. The owner of each rental unit ~~or commercial building~~ shall be responsible for continuously maintaining a copy of the certificate. Each owner shall provide the Inspection Officer or his or her designee with a copy of the certificate upon request.

§ 157.08 COMPLAINT-DRIVEN INSPECTIONS.

(A) Each rental unit ~~or commercial building~~ and/or premises within the Town is subject to inspection by the Inspection Officer or his or her designee in accordance with this chapter. As of July 1, 2026, whenever the Inspection Officer or his or her designee receives information creating a reasonable belief that a non-exempt rental unit or ~~commercial building or~~ premises violates any of the standards of this chapter (including non-registration of a rental unit ~~or commercial building~~), the Inspection Officer may conduct an inspection of the rental unit or ~~commercial building or~~ premises.

(B) Unless waived by either the owner or tenant, the following procedure shall be used to obtain entry to rental units ~~or commercial buildings~~ and premises for the purpose of inspection. The Inspection Officer shall cause written notice to be mailed to the owner or his or her agent of the rental unit or ~~commercial building or~~ premise setting forth the date and time scheduled for the inspection together with the appropriate inspection application. The owner or his or her agent shall have seven days from the notice issuance date in which to submit a complete and accurate inspection application to the Inspection Officer. In the inspection application, the owner shall include a current list of tenants for each rental unit ~~or commercial building~~ to be inspected and shall indicate whether the owner and all tenants consent to an inspection of the rental unit(s) or ~~commercial building(s) or~~ premises.

(C) The owner shall be responsible for granting access to each rental unit or ~~commercial building or premise~~premises to the Inspection Officer or his or her designee. In the event the owner and/or tenant refuses entry to any given rental unit or ~~commercial building or premise~~premises for inspection pursuant to this chapter, the appropriate court of Hancock County shall be utilized by the Town to obtain a warrant for entry and inspection as provided in this chapter. If the owner and/or tenant does not consent, the Inspection Officer shall request a search warrant from a court of appropriate jurisdiction to conduct an inspection of the rental unit ~~or commercial building~~ to determine whether the rental unit ~~or commercial building~~ complies with this chapter. The Inspection Officer, or his or her designee, shall conduct an inspection, as authorized by such search warrant. The Town Council has determined that the inspections provided in this chapter for all rental ~~unit or commercial buildings~~units constitutes a reasonable method to protect the health, safety, and welfare of its citizens.

§ 157.09 INSPECTION FEES.

In the event that no violations (including non-registration of a rental unit ~~or commercial building~~) of this chapter are discovered during the initial inspection, the owner shall not be charged a fee for the inspection. However, in the event that the initial inspection reveals any violation of this chapter for which the owner is responsible the owner shall be charged an inspection fee of \$100.00. This inspection fee shall be paid by the owner within 30 days of the date of the initial inspection or be subject to additional penalties and collection fees.

§ 157.10 NOTIFICATION OF DEFICIENCIES TO LANDLORD; REINSPECTIONS.

(A) In the event any inspection reveals a deficiency with the application of the codes referenced herein, the Inspection Officer shall within ten days from the date of the inspection notify the owner of the rental unit ~~or commercial building~~ of the deficiencies. Such notice of deficiencies shall:

- (1) Be in writing;
- (2) Shall include a description of the real estate sufficient for identification;
- (3) State the reason or reasons why the notice is being issued including a reference to any sections of the ~~Rental Housing Code or other~~ relevant ordinance, law, and/or regulation that have been violated;
- (4) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with provisions of this subchapter; and
- (5) Include an explanation of the owner's right to seek modification or withdrawal of the notice by petition to the Board of Zoning Appeals.

(B) The notice prescribed above shall be deemed to be properly served upon the owner or his or her agent at the address shown on the registration application.

(C) A re-inspection shall be conducted after the end of the above-referenced compliance time frame. If the Inspection Officer finds that compliance with all noted violations has not been accomplished, the Inspection Officer may commence proceedings to suspend and/or revoke the registration permit for the premises.

(D) The first re-inspection performed after the expiration of the compliance time frame shall be assessed a fee of \$100.00 per rental unit ~~or commercial building~~ to be inspected. All further re-inspections necessitated by the continued existence of violations shall be assessed a fee of \$200.00 per rental unit ~~or commercial building~~ to be inspected. No registration permits shall be issued until the fees are paid in full.

§ 157.11 PROBATION, SUSPENSION OR REVOCATION OF REGISTRATION PERMITS.

(A) Probation. Based upon charges filed by the Inspection Officer, the Board of Zoning Appeals may, if it finds the charges to be true, impose up to ~~three-year~~ three-year probation, during which any additional violations may result in the suspension or revocation of the registration permit, for any premises found to be under the following circumstances:

- (1) If there is an adjudication of two or more violations of the Town Code or Indiana Criminal Code on the property within one year, unless the owner was the party reporting the violation or, unless the owner or owner's agent has evicted the tenants;

(2) An adjudication that the owner, owner's agent or person acting on behalf of the owner has violated § 157.13 or § 157.14 of this chapter.

(B) Suspension. Based upon charges filed by the Inspection Officer, the Board of Zoning Appeals may, if it finds the charges to be true, impose up to a 120-day suspension of the registration permit for any premises found to be under the following circumstances:

(1) One or more additional bases exist that would support the imposition or probation within one year of any other sanctions being imposed under this section and the owner has not taken appropriate corrective action.

(2) An adjudication that the owner, owner's agent, or person acting on behalf of the owner has:

(a) Knowingly violated the maximum occupancy provisions set forth in the rental housing code;

(b) Illegally used or allowed the illegal use of non-habitable or non-occupiable space;

(c) Illegally converted space to occupiable or habitable use or illegally added an additional rental unit ~~or commercial building~~ to the property;

(d) Violated the provisions of § 157.04 (rental certificate required);

(e) Failed to correct any code violation at the property affecting health and safety within the time allowed;

(f) Provided the Inspection Officer or his or her designee with any false or materially incomplete information in connection with the property or the registration permit.

The suspension shall begin upon the vacation of the rental unit ~~or commercial building~~. The owner shall take all legal steps necessary to vacate the rental unit ~~or commercial building~~ as soon as possible.

(C) Revocation. Based upon charges filed by the Inspection Officer, the Board of Zoning Appeals may, if it finds the charges to be true, permanently revoke the registration permit for any premises under the following circumstances:

(1) Any occupancy during or payment of rent for the period of any suspension under § 157.11(B); or

(2) Within three years after suspension, any further occurrence or violation that would be grounds for a suspension of the registration permit.

(D) The Inspection Officer shall prepare and file charges, **including proposed penalties**, with the Board of Zoning Appeals specifying the specific violation and relief requested. Such charges, **proposed penalties**, and notice of a hearing shall be served upon the owner or his or her agent by certified mail, return receipt requested to the address of record.

(E) The Board of Zoning Appeals shall set a date for hearing of the charges, not less than ten days after mailing of the notice. The Board of Zoning Appeals shall hear the evidence and argument of the Inspection Officer and the owner. After the hearing, the Board of Zoning Appeals shall make a written decision supported by findings. The decision of the Board of Zoning Appeals may be appealed to a court of general jurisdiction in Hancock County within 30 days of the decision.

(F) Following the permanent revocation of a registration permit by the Board of Zoning Appeals, and after any penalties have been paid in full, an owner may apply to the Town for the issuance of a new registration permit. As part of the application process for a new registration permit the owner shall permit the Inspection Officer to inspect each rental unit ~~or commercial building~~ and/or premises wherein the registration permit was previously revoked to determine compliance with the requirements of this chapter.

§ 157.12 INSPECTION OFFICER.

The Town Building Inspector, or the Town Manager's designee if the position of Building Inspector is vacant, shall act as the Inspection Officer. The decisions of the Inspection Officer may be appealed to the Board of Zoning Appeals on petition filed with the Board within 20 days after hand delivery or mailing, whichever occurs first, of the Inspection Officer's decision.

§ 157.13 TRUTH IN ADVERTISING.

(A) No owner of a rental unit ~~or commercial building~~ shall incorrectly represent in any advertisement, sign, or other written or oral form, including on social media or the internet, the occupancy limits of the rental unit ~~or commercial building~~.

(B) No tenant of a rental unit ~~or commercial building~~ advertising for sublease shall incorrectly represent in any advertisement, sign, or other written or oral form, the occupancy limits of the rental unit ~~or commercial building~~.

§ 157.14 RETALIATORY EVICTION PROHIBITED.

It shall be a violation of this chapter if a court of competent jurisdiction determines that any owner or his or her agent brought or threatened to bring an action for possession of a rental unit ~~or commercial building~~ for the purpose of retaliating against a tenant for requesting an inspection of a rental unit ~~or commercial building~~.

§ 157.15 RENTAL HOUSING FUND ESTABLISHED.

(A) The Town Council hereby establishes a Rental Housing Fund.

(B) The Inspection Officer and/or his or her designee(s) shall be named and have the authority for the collection, allocation and expenditure (as approved by the Town Council) of all costs associated with the administration of the rental housing program.

RENTAL HOUSING CODE

~~§ 157.30 RENTAL HOUSING CODE ESTABLISHED.~~

~~—There is established the Rental Housing Code, the purpose of which is to protect community neighborhoods and the public health, safety and welfare in all existing and new rental buildings, rental units or commercial buildings and premises by:~~

~~—(A) Establishing minimum maintenance standards rental units or commercial buildings and premises; for basic equipment and facilities for light, ventilation, space heating and sanitation; for safety from fire; for space, use and location; and for safe and sanitary maintenance of rental buildings and rental units or commercial buildings;~~

~~—(B) Fixing the responsibilities of owners, operators and occupants of rental buildings and rental unit or commercial buildings; and~~

~~—(C) Providing for administration, enforcement and penalties.~~

~~§ 157.31 INTENT.~~

~~—(A) The provisions of the Rental Housing Code shall be construed liberally to ensure public health, safety and welfare insofar as they are affected by the maintenance of structures and premises.~~

~~—(B) The provisions of the Rental Housing Code shall not be construed to prevent the enforcement of other ordinances or regulations which prescribe standards other than are provided herein.~~

~~—(C) All other provisions of the Municipal Code of the Town relating to building maintenance, including, but not limited to, Chapter 154 of the Municipal Code, entitled Property Maintenance Code, are incorporated by reference as if fully set forth herein.~~

~~—(D) Any repairs or alterations to a structure, or changes of use therein, which may be caused directly or indirectly by the enforcement of the Rental Housing Code shall be done in accordance with the procedures and provisions of this chapter, the Town Code and the Town of Fortville Zoning Ordinance.~~

~~—(E) The provisions of this chapter shall not be construed as abolishing or impairing existing remedies available to the Town relating to the removal or demolition of any buildings that are deemed dangerous, unsafe or unsanitary.~~

~~§ 157.32 DEFINITIONS.~~

~~—All of the definitions set forth in § 157.02 are hereby incorporated by reference into the Rental Housing Code as if set forth fully herein. All definitions set forth in § 157.02 shall apply herein unless the context clearly indicates or requires a different meaning.~~

~~§ 157.33 STRUCTURES.~~

~~—(A) This chapter establishes minimum requirements for the initial and continued occupancy and use of all rental buildings, rental units, commercial buildings, and premises and does not replace or modify requirements otherwise established by ordinance which may be additional to or more stringent than the provisions contained herein for the construction, repair, alteration, or use of structures, equipment or facilities.~~

~~—(B) This chapter shall apply to all rental buildings, rental units, commercial buildings, and premises whether or not existing at the time this chapter is adopted.~~

~~§ 157.34 ENFORCEMENT AUTHORITY.~~

~~—It shall be the duty and responsibility of the Inspection Officer and his or her designee(s) to enforce the provisions of this chapter.~~

~~§ 157.35 DUTIES AND POWERS OF THE INSPECTION OFFICER.~~

~~—(A) General. The Inspection Officer shall enforce all of the provisions of the Rental Housing Code relative to the maintenance of rental buildings, rental units, commercial buildings, and~~

~~premises, except as may otherwise be specifically provided for by other regulations, ordinances or laws.~~

~~—(B) Notices and orders. The Inspection Officer shall issue all necessary notices and orders to abate illegal or unsafe conditions to ensure compliance with the Rental Housing Code requirements for the safety, health and general welfare of the public.~~

~~—(C) Inspections. In order to safeguard the safety, health and welfare of the public, the Inspection Officer, or his or her designee, is authorized to enter any rental building, rental unit, commercial building, or premises at any reasonable time for the purpose of making inspections and performing duties under this chapter in accordance with § 157.08 hereof. Provided that, should consent to enter not be voluntarily given, application for an inspection warrant shall be made pursuant to the provisions of § 157.08 hereof.~~

~~—(D) Coordination of enforcement. Whenever, in the opinion of a Inspection Officer, or his or her designee, it is deemed necessary or desirable to have inspections made by any other municipal, county, or state department, the Inspection Officer, or his or her designee, shall arrange for such inspections. He or she shall make reasonable effort to arrange for the coordination of inspections to minimize the number of visits by inspectors, and to confer with the other departments for the purpose of eliminating conflicting orders before any are issued. A department shall not, however, delay the issuance of any emergency order, notice or citation which it determines must be issued.~~

~~—(E) Rule making authority. Upon the recommendation of the Inspection Officer, the Board of Zoning Appeals shall have those powers as may be necessary in the interest of public safety, health and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this chapter to secure its intent, but such rules shall not have the effect of waiving requirements specifically provided in this chapter or of violating accepted practice involving public safety. Prior to taking effect, such rules and regulations must be approved by the Town Council by resolution.~~

~~§ 157.36 NOTICES AND ORDER.~~

~~—Notice to owner or to person or persons responsible. Whenever the Inspection Officer or his or her designee determines that there has been a violation of this chapter, or has a reasonable belief that a violation has occurred, the Inspection Officer shall give notice to the owner or his or her agent in conformance with § 157.10.~~

~~§ 157.37 SCOPE: TENSE AND DEFINITION OF TERMS.~~

~~—(A) Scope. Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.~~

~~—(B) Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.~~

~~—(C) Terms defined in other codes. Where terms are not defined in this subchapter and are defined in the building, electrical, plumbing and/or mechanical codes otherwise adopted by this code they shall have the same meanings ascribed to them as in those codes.~~

~~—(D) Terms not defined. Where terms are not defined under the provisions of this subchapter or under the provisions of the building, electrical, plumbing and/or mechanical codes they shall have ascribed to them their ordinarily accepted meaning, or such as the context herein may imply.~~

~~§ 157.38 APPLICABILITY OF REQUIREMENTS.~~

~~—(A) Scope. The provisions of this chapter shall govern the minimum standards for maintenance of rental buildings and rental units within the Town.~~

~~—(B) Responsibility. The owner of the premises shall maintain such properties in compliance with these requirements. A person shall not let to another for occupancy or use premises which do not comply with the following requirements of this chapter.~~

~~§ 157.39 PREMISES CONDITION.~~

~~—(A) Sanitation. All exterior property areas and premises shall be maintained in a clean, safe and sanitary condition free from any accumulation of rubbish or garbage. Should a tenant vacate the premises leaving an accumulation of abandoned furniture, appliances, clothing, etc., it shall be the responsibility of the owner to dispose of the same.~~

~~—(B) Grading and drainage. All premises shall be graded and maintained to prevent the accumulation of stagnant water within any structure located thereon.~~

~~—(C) Weeds. All premises shall be kept free from weeds or plant growth that is noxious or detrimental to the public health and welfare.~~

~~—(D) Grass height. All grass and weeds over six inches in height on any premises shall be mowed and the trimmings raked and disposed of properly.~~

~~—(E) Accessory structures. All accessory structures, including detached garages, fences and walls, shall be structurally sound; shall be properly surface coated to prevent deterioration; and shall be free of all electrical and fire hazards and harmful insects and rodent infestation.~~

~~—(F) Outdoor furniture, vending machines and appliances. All furniture placed outside the rental building shall be waterproof and designed for outdoor use and shall be maintained in good repair. Vending machines, if any, shall be in an enclosed area not visible from the public street. No appliances of any kind shall be located outside any rental building.~~

~~—(G) Parking. Except for those premises meeting the definition of a legal, nonconforming use as set forth in the Town's Zoning Ordinance, all rental buildings must have parking which complies with the Zoning Ordinance of the Town of Fortville, Indiana. No parking will be allowed on lawns or on public sidewalks.~~

~~§ 157.40 EXTERIOR OF STRUCTURES.~~

~~—(A) General. The exterior of rental buildings and accessory structures shall be structurally sound and sanitary and shall not pose a threat to the health and safety of the occupants.~~

~~—(B) Structural members. All structural members of all rental buildings and accessory structures shall be maintained to prevent deterioration and be capable of safely bearing the anticipated loads imposed upon them.~~

- ~~—(C) Foundation walls. All foundation walls shall be maintained structurally sound and free from open cracks and breaks so as to prevent the entry of animals and other pests.~~
- ~~—(D) Exterior walls. Every exterior wall shall be maintained free of holes, breaks, loose or rotting materials. An exterior surface material shall be maintained, weatherproofed and shall be properly surface coated as needed to prevent deterioration.~~
- ~~—(E) Roofs. The roof shall be structurally sound, tight, and not have defects, which admit rain or moisture. Roof drainage shall be adequate to prevent rainwater or other moisture from causing dampness in the walls or interior portion of the building.~~
- ~~—(F) Overhead extensions. All canopies, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored. They shall be protected from the elements and against decay and rust by the periodic application of weather-coating material such as paint or similar surface treatment.~~
- ~~—(G) Chimneys. All chimneys and similar appurtenances shall be structurally safe, sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating material such as paint or similar surface treatment.~~
- ~~—(H) Stairs and porches. Every stair, porch, balcony, and all attached appurtenances shall be so constructed as to be safe to use and capable of supporting anticipated loads and shall be maintained in sound condition and good repair.~~
- ~~—(I) Exterior doors, windows, and frames. Every exterior door, window, and frame shall be constructed and maintained to exclude rain as completely possible, and to substantially exclude air infiltration and be in acceptable working condition.~~
- ~~—(J) Insect screens. From May 15 to October 15 of each year every window or other outside opening used for ventilation of habitable rooms shall be supplied with adequate screening. Every screen door shall be in good working condition, except that such screens shall not be required for outside doors of rental units that are air conditioned, or provide access to common hallways of multi-family rental facilities.~~
- ~~—(K) Door hardware. Every door which connects a rental unit with any area exterior to the unit shall have a functioning locking device, door hinge and door latch and shall be maintained in good condition. Door locks in rental units shall be capable of tightly securing the door.~~
- ~~—(L) Basement hatchways. Every basement or cellar hatchway shall be constructed and maintained to prevent the entrance of rodents, rain and surface drainage water into the rental building and shall be secured to prevent unauthorized entry.~~
- ~~—(M) Exterior handrails. Every handrail and guardrail shall be maintained in good condition, be securely fastened and be capable of supporting anticipated loads.~~

§ 157.41 INTERIOR OF STRUCTURES.

- ~~—(A) General. The interior of a rental building and its equipment shall be structurally sound and in a sanitary condition so as not to pose a threat to the health and safety of the occupants and to protect occupants from the environment. Occupants shall keep that part of the structure or premises which they occupy or control in a clean and sanitary condition. Every owner of a rental~~

~~building shall maintain, in a clean and sanitary condition, the shared or common areas of the structure and exterior property:~~

~~—(B)— Structural members. The supporting structural members of every rental building shall be structurally sound and not show any evidence of deterioration which would render them incapable of carrying the anticipated loads:~~

~~—(C)— Interior surfaces. Floors, walls, including windows and doors, ceilings and other interior surfaces shall be maintained in good, clean and sanitary condition. Peeling paint, substantially cracked or loose plaster, decayed wood, peeling or loose wallpaper and other defective surface conditions shall be eliminated. All lead based interior painted surfaces shall be maintained in good condition. Chalky or peeling lead based paint surfaces will be repaired:~~

~~—(D)— Bathroom and kitchen floors. Every toilet, bathroom and kitchen floor surface shall be constructed and maintained to be substantially impervious to water and to permit such floor to be easily kept in clean and sanitary condition. This does not preclude carpet, provided that it is devoid of mildew, mold or other unsafe or unsanitary conditions:~~

~~—(E)— Free from dampness. In all rental buildings, cellars, basements and crawl spaces shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the rental building:~~

~~—(F)— Sanitation. The interior of every rental building shall be free from any accumulation of rubbish, refuse or garbage:~~

~~—(G)— Disposal of rubbish. Every occupant of a rental building shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers in accordance with waste management requirements:~~

~~—(H)— Rubbish storage facilities. The owner of every rental building shall supply approved covered containers for rubbish, and the owner of the rental building shall be responsible for the removal of rubbish:~~

~~—(I)— Storage. Garbage or refuse shall not be allowed to accumulate or be stored in public halls or stairways, or dumpster areas:~~

~~—(J)— Stairs, ramps, landings, porches, decks, and balconies. All walking surfaces shall be maintained in good repair and capable of supporting anticipated loads:~~

~~—(K)— Exit facilities. All interior stairs and railings and other exit facilities of rental buildings shall be maintained in sound condition and good repair by replacing tread and risers that evidence excessive wear or are broken, warped or loose. Every inside stair shall be constructed and maintained to be safe to use and capable of supporting the anticipated loads:~~

~~—(L)— Handrails and guards. Every handrail and guardrail shall be firmly fastened and capable of supporting anticipated loads and shall be maintained in good repair and shall be ADA compliant, as applicable:~~

~~—(M)— Extermination. All rental buildings and rental units shall be maintained free of rodent and insect infestation. Where found, rodents or insects shall be exterminated using approved methods that are not hazardous to human health. Proper precautions shall be taken to prevent re-infestation after extermination (owner must provide proof of extermination, e.g., invoices, upon request):~~

~~—(1) Owner. The owner of any rental building shall be responsible for the extermination within the rental building prior to renting or leasing the rental unit.~~

~~—(2) Single occupant. The occupant of a one-family dwelling or a single tenant residential structure shall be responsible for extermination on the premises.~~

~~—(3) Multiple occupancy. The owner of a rental building shall be responsible for extermination in common or shared areas of the rental building and exterior premises.~~

~~—(4) Occupant. The occupant of any dwelling unit shall be responsible for the continued rodent and pest free condition of the dwelling unit unless the tenant notifies the owner within 10 days of occupancy of such infestation and the infestation is not due to a pet in the dwelling unit; and under such circumstances, the owner shall be responsible for extermination. If infestation is caused by failure of an occupant to prevent infestation in the dwelling unit, the occupant shall be responsible for extermination.~~

~~—(5) Defects in structure. The owner of any rental building shall be responsible for extermination of insects or rodents caused by defects in the structure.~~

~~§ 157.42 LIGHT AND VENTILATION REQUIREMENTS.~~

~~—(A) Scope. The provisions of this section shall govern the minimum conditions and standards for the light and ventilation of a rental building. All light and ventilation conditions shall comply with the requirements herein prescribed insofar as they are applicable.~~

~~—(B) Responsibility. All rental buildings shall provide such light and ventilation in compliance with these requirements. A person shall not let to another for occupancy or use any premises which do not comply with the following requirements of this section.~~

~~—(C) All rooms within rental units shall be provided with natural or artificial light sufficient in intensity and distribution to permit the safe use of the room.~~

~~—(D) Every common hall and stairway in commercial buildings and rental buildings, other than one and two family dwellings shall be lighted at all times with at least a 100-watt standard incandescent light bulb for each 200 feet of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet. Alternate means of lighting may be used so as to comply with these minimal lighting standards.~~

~~—(E) For ventilation purposes, every habitable room or connecting habitable room, collectively referred to as “habitable area” shall have at least one operable window which can be easily opened and facing directly outdoors or to a court. Every bathroom and toilet room shall comply with the ventilation requirements for habitable rooms as required in § 157.42(E) except that a window shall not be required in such rooms equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system shall discharge to the outdoors and shall not be recirculated.~~

~~§ 157.43 SPACE, USE AND LOCATION REQUIREMENTS.~~

~~—Every rental unit shall contain at least 120 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof, the floor space to be calculated on the basis of total habitable room area.~~

~~—(A) Sleeping rooms. In every rental unit of two or more rooms, every room occupied for sleeping purposes shall contain at least 70 square feet of floor space.~~

~~—(B) Ceiling height. At least one-third of the floor area of every habitable room shall have a ceiling height of at least seven feet. The floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room for the purposes of determining the maximum permissible occupancy thereof.~~

~~—(C) Prohibited occupancy. Kitchens and non-habitable spaces shall not be used for sleeping purposes.~~

~~—(D) Overcrowding. The number of persons occupying a rental unit shall not create conditions that endanger the life, health, safety or welfare of occupants.~~

~~—(E) Food preparation. Every space occupied for food preparation purposes shall contain suitable space and equipment to store, prepare, and serve foods in sanitary manner.~~

~~§ 157.44 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS.~~

~~—(A) Scope. The provisions of this section shall govern the minimum plumbing facilities and fixtures to be provided. All plumbing facilities and fixtures shall comply with the requirements herein prescribed insofar as they are applicable.~~

~~—(B) Responsibility. The owner of rental building or rental unit shall provide and maintain plumbing facilities in compliance with these requirements. A person shall not let to another for occupancy or use any rental unit or premises which does not comply with this section.~~

~~—(C) Required facilities. Every rental unit shall contain its own kitchen sink, water closet, lavatory and bathtub or shower each of which shall be maintained in good repair and in a sanitary condition. A kitchen sink shall not serve as a substitute for the required lavatory.~~

~~—(D) Fixtures. All plumbing fixtures shall be properly installed and maintained in a safe, sanitary, and functional condition, free from leaks, obstructions, and defects and capable of function for which fixture was designed.~~

~~—(E) Water connections. Every plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, bathtubs, showers, and laundry facilities shall be supplied with hot and cold running water.~~

~~—(F) Water supply. All water supply inlets for plumbing fixtures owned and supplied by the owner shall be free from contamination as defined by governing water regulatory laws. Water supply to plumbing fixtures shall be maintained to provide sufficient volume and pressure to allow plumbing fixtures to function properly.~~

~~—(G) Hot water. Hot water heaters shall be properly installed, maintained, and capable of providing an adequate supply of water at a temperature of not less than 110°F. to every required kitchen sink, lavatory, bathtub, shower, and laundry facility. Gas burning water heaters shall not be located in a bedroom, toilet room, bathroom, or any other room without adequate combustion air provided. A combination temperature and pressure relief valve and relief valve discharge pipe shall be required. **No shared water heaters between separate dwelling units are permitted.**~~

~~—(H) Drainage. All plumbing stacks, vents, waste and sewer lines shall be maintained free of leaks, obstructions, and defects and function properly. Every plumbing fixture shall be connected to a public sewer system or to an approved private sewage system. A tenant and all occupants shall use the drainage, heating and sanitary systems in a reasonable manner and the tenant shall be responsible for all repairs and maintenance resulting from the negligent or unreasonable usage of such systems.~~

~~§ 157.45 MECHANICAL AND ELECTRICAL REQUIREMENTS.~~

~~—(A) Scope. The provisions of this section shall govern the minimum mechanical and electrical facilities and equipment to be provided. All mechanical and electrical facilities shall comply with these requirements herein prescribed insofar as they are applicable.~~

~~—(B) Responsibility. The owner of the rental building or rental unit shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not let to another for occupancy or use any rental building or rental unit which do not comply with the requirements of this section.~~

~~—(C) Heating facilities and mechanical equipment.~~

~~—(1) Residential buildings. Every owner of a rental building or rental unit, shall supply heat adequate to maintain therein from October 1 through May 1 of the following year, a minimum inside temperature of 68°F, at three feet above floor level in all habitable rooms, bathrooms, shower rooms, and toilet rooms or compartments, between the hours of 6:00 a.m. and 11:00 p.m., and not less than 60°F between the hours of 11:00 p.m. and 6:00 a.m. in all the rooms. Provisions of this section shall not apply where the failure to maintain minimum requirements is caused by a general shortage of fuel, neglect or malicious act of the occupant, necessary repairs or alterations, or any cause beyond the control of the owner or occupant. **No shared heating systems are permitted between separate dwelling units.**~~

~~—(2) Mechanical appliances. All mechanical appliances and equipment shall be properly installed and maintained in safe working condition and shall be capable of performing the function for which it was designed and intended.~~

~~—(3) Fuel. All fuel-burning equipment shall be connected to an approved chimney or vent, except for fuel-burning equipment and appliances which are labeled for unvented operation.~~

~~—(4) Clearances. All required clearances to combustible material shall be maintained.~~

~~—(5) Safety controls. All safety controls for fuel-burning equipment shall be maintained in operable condition.~~

~~—(6) Combustion air. A supply of air for complete combustion of the fuel in the fire-burning equipment and for ventilation of the space shall be provided.~~

~~—(7) Fireplace. Fireplaces, and other construction and devices intended for use similar to a fireplace, shall be stable and structurally safe; connected to approved chimneys; and equipped with a damper or other approved device capable of substantially excluding air infiltration.~~

~~—(8) Climate control. Facilities for interior climate control (heating, cooling and/or humidity) shall be maintained and operated in a continuous manner in accordance with the designed capacity. **Shared climate controls between separate dwelling units are not permitted.**~~

~~—(9) Space Heaters. Space heaters, electric, kerosene, or other, shall not be permitted as permanent heat sources and may only be used on a temporary basis when the permanent heating system is inoperable.~~

~~—(D) Electrical facilities and equipment:~~

~~—(1) Electric service. Every rental unit shall be provided with an electrical system and contain at least two separate and remote receptacle outlets. All units must have adequate panel boxes with labeled disconnects.~~

~~—(2) Installation. All electrical equipment, wiring, and appliances shall be properly installed and maintained in a safe working condition.~~

~~—(3) Lighting. All public hallways, stairways, kitchens, bathrooms, laundry rooms, and mechanical equipment rooms shall contain at least one operable electric lighting fixture.~~

~~—(4) Ground fault interruptor protection. All bathroom and kitchen receptacles shall have ground fault interruptor protection.~~

~~—(5) Electrical system hazards. In rental buildings where the electrical system constitutes a hazard to the occupants or the structure by reason of inadequate service, improper wiring or installation, improper fusing, insufficient receptacle and lighting outlets, deterioration or damage, or similar reasons, the Inspection Officer, shall require the defects to be corrected to eliminate the hazard, and meet current Building Code requirements.~~

~~—(6) Elevators. In rental buildings equipped with elevators, State of Indiana inspection certificates shall be displayed in the elevator(s) in accordance with State of Indiana Code and at least one elevator shall be maintained in operation at all times when the rental building is occupied. Rental buildings equipped with only one elevator shall be allowed to take elevator temporarily out of service for service or maintenance.~~

~~§ 157.46 FIRE SAFETY.~~

~~—(A) Scope. The provisions of this section shall govern the minimum fire safety facilities and equipment required. All rental buildings shall be constructed and maintained to prevent and avoid fire hazards, and in a manner conducive to fire safety. All fire safety facilities and equipment shall comply with the requirements herein prescribed insofar as they are applicable.~~

~~—(B) Responsibility. The owner of all rental buildings shall provide and maintain such fire facilities and equipment in compliance with these requirements and the Fire Prevention Code. A person shall not let to another for occupancy or use any premises which do not comply with following requirements of this section.~~

~~—(C) Means of egress:~~

~~—(1) General. A safe, continuous and unobstructed means of egress shall be provided from the interior of a rental building to the exterior of a street, a yard, court, or passageway leading to a public open area at grade.~~

~~—(2) Direct exits. Every rental unit shall have access directly to the outside or to a common corridor, and every sleeping room shall have an approved direct means of egress to the outside.~~

~~—(3) Locked doors. All doors in the required means of egress shall be readily openable from the inner side. Exits from rental units shall not lead through other such units, or through toilet rooms or bathrooms.~~

~~—(4) Exit signs. All exit signs shall be illuminated and visible.~~

~~—(D) Accumulations and storage.~~

~~—(1) Accumulations. Waste, refuse or other materials shall not be allowed to accumulate in stairways, passageways, doors, windows, fire escapes, or other means of egress.~~

~~—(2) Flammable matter. Highly flammable or explosive matter, such as paints, volatile oils, and cleaning fluids, or combustible refuse, such as waste paper, boxes and rags shall not be accumulated or stored on residential premises except in reasonable quantities consistent with normal usage.~~

~~—(3) Residential unit. A rental unit shall not be located within a structure containing an establishment handling, dispensing, or storing flammable liquids with a flash point of 110° F. or lower,~~

~~—(E) Fire resistance ratings.~~

~~—(1) General. Except for legal, non-conforming uses, the required fire-resistant rating of fire-resistant rated walls, ceilings, floors, fire stops, shaft enclosures, and partitions shall be maintained.~~

~~—(2) Doors. All fire and smoke-stop doors shall be maintained in operable condition and shall not be blocked or obstructed.~~

~~—(F) Fire protection systems.~~

~~—(1) General. All fire protection systems and equipment shall be maintained in proper operating condition at all times and in accordance with Indiana Fire Code.~~

~~—(2) Fire alarms. Fire alarms and detecting systems shall be maintained and be suitable for their respective purposes.~~

~~—(3) Sprinkler heads. Sprinkler heads of fire suppression systems, if required, shall be clean, free of corrosion and paint, and not bent or damaged.~~

~~—(4) Standpipe systems. Hose stations shall be identified and accessible. The hose shall be in proper position, ready for operation, dry, and free of deterioration.~~

~~—(5) Smoke and carbon monoxide detectors required. The owner of each rental building shall supply all required operational smoke and carbon monoxide detectors in all rental buildings and rental units. The tenant shall ensure that each smoke and carbon monoxide detector in the rental unit remains functional and not disabled. If a smoke and/or carbon monoxide detector is battery operated, the tenant shall replace batteries in the smoke detectors as necessary. If smoke and carbon monoxide detectors are hard-wired and/or not operational, the tenant shall immediately notify the owner of the rental building.~~

~~—(6) Type and placement of smoke detectors. The type, placement and maintenance of smoke detectors shall conform to the requirements of I.C. 22-11-18-1 et seq., and as that statute may, from time to time, be amended.~~

~~§ 157.47 RELATIONSHIP TO OTHER ORDINANCES.~~

~~—It is the intent of the Town Council that this chapter provide a comprehensive regulatory program for rental housing within the Town. Provisions of this chapter are to be interpreted to be compatible with all other ordinances of the Town, whether in effect as of the date of the adoption of this chapter or thereafter adopted. When this chapter conflicts with other ordinances, private covenants, commitments, permits, agreements, state laws, federal laws, or other regulations, the greater restriction shall control.~~

§ 157.99 PENALTY.

In addition to probation, suspension and revocation of a registration permit as set forth in § 157.11 of this chapter, the Board of Zoning Appeals may impose the following penalties on any and all persons found to be in violation of this chapter:

(A) For submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, a fine of up to \$1000.00, unless the violator has been convicted of a previous violation for submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, in which case the fine may be up to \$2,500;

(B) For failure to maintain a rental certificate pursuant to § 157.07, a fine of up to \$500, unless the violator has been convicted of a previous violation for failing to maintain a rental certificate, in which case the fine shall be up to \$1,000;

(C) For failure to timely sign or submit a complete registration application, any tenant information requested pursuant to § 157.05 or an inspection application, a fine of up to \$100, each day a violation of this provision exists or continues to exist constituting separate and distinct violation of this chapter;

(D) For knowingly committing, permitting or allowing any overoccupancy as set forth in § 157.43, a fine of up to \$200, unless the violator has been convicted of a previous violation involving overoccupancy, in which case the fine shall be up to \$1,000, with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of this chapter;

(E) For rental of any dwelling unit without first obtaining or continuing to have a valid registration permit, a fine of up to \$100, unless the violator has been convicted of previous violation involving renting without a registration permit, in which case the fine shall be up to \$500, with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of this chapter;

(F) For bringing or threatening to bring an action for possession of a rental until for the purpose of retaliating against a tenant for requesting an inspection of a rental unit in violation of § 157.14, a fine of up to \$2,500;

~~—(G) For a violation of any provision of the Rental Housing Code (§§ 157.30 through 157.47), a fine of up to \$500, unless the violator has been convicted of a previous violation of the Rental Housing Code, in which case the fine may be up to \$2,500. Each day a violation of the Rental Housing Code exists or continues to exist constitutes a separate and distinct violation of the Rental Housing Code.~~

(HG) For violation of any other provision of this chapter, a fine of up to \$100, for each day after which a correction was to be made pursuant to § 157.10(A)(4).

SECTION 14. Any Section or Subsection of the Fortville Town Code that is not specifically amended or restated herein remains in full force and effect.

SECTION 15. If any provision in this Ordinance is declared invalid, the remaining provisions of the Ordinance shall remain in full force and effect.

SECTION 16. Any ordinances or provisions thereof that are inconsistent with this Ordinance are hereby superseded.

[Signature Page Follows]

Introduced and filed on the ____ day of _____, 2026.

Duly ordained and passed this ____ day of _____, 2026 by the Town Council of the Town of Fortville, Hancock County, Indiana, having been passed by a vote of ____ in favor and ____ opposed.

TOWN OF FORTVILLE, INDIANA, BY ITS TOWN COUNCIL

Voting Affirmative:

Voting Opposed:

Tonya Davis, President

Tonya Davis, President

Ryan Rummell, Vice President

Ryan Rummell, Vice President

Frederick "Fritz" Fentz

Frederick "Fritz" Fentz

Elizabeth Wyatt

Elizabeth Wyatt

Sean Morgan

Sean Morgan

ATTEST:

Melissa Glazier
Clerk-Treasurer

Summary report:	
Litera Compare for Word 11.9.1.1 Document comparison done on 7/1/2026 3:45:44 PM	
Style name: Default Style	
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Original DMS: iw://work.boselaw.com/DT1/5159503/2	
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<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
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Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	226