

ORDINANCE NO. 2, 2010

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA, ESTABLISHING A REGISTRATION AND INSPECTION PROGRAM FOR RENTAL HOUSING UNITS LOCATED WITHIN THE CITY OF VALPARAISO, INDIANA, AND ESTABLISHING MINIMUM STANDARDS FOR RENTAL HOUSING WITHIN THE CITY OF VALPARAISO, INDIANA

WHEREAS, the Common Council has determined that there exists units of rental housing within the City of Valparaiso, Indiana, which by reason of their operation, use or occupancy affect, or are likely to affect, the public health, safety and general welfare of the community; and

WHEREAS, the Common Council of the City of Valparaiso, Indiana, has determined it to be necessary and desirable to provide for the registration and inspection of rental residential properties within the City in order to protect the health, safety and welfare of the residents of the City of Valparaiso; and

WHEREAS, the Common Council is desirous of taking measures to protect the character and stability of residential neighborhoods along with the value of the land and buildings in the City of Valparaiso; and

WHEREAS, the Common Council is committed to preventing the overcrowding of dwellings and other violations of laws and Ordinances in rental residential housing.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA, THAT CHAPTER 158 IS HEREBY ADDED TO THE CODE OF ORDINANCES, AS FOLLOWS:

SECTION 158.01 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 rental residential property so as to protect the public health, safety and welfare of the people of the City of Valparaiso including, but not limited to, the following:

A. To protect the public health and safety by insuring Rental Units comply with the City of Valparaiso's building codes, property maintenance codes and the Unified Development 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 housing conditions that adversely affect or are likely to adversely affect safety, general welfare and health of the persons occupying dwellings.

- D. To prevent the overcrowding of Rental Units.
- E. To facilitate the enforcement of minimum standards for maintenance of existing residential buildings and thus to prevent slums and blight.
- F. To preserve the value of land and buildings throughout the city.

SECTION 158.02 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 (2) or more individuals related by genetics, marriage, legal adoption, foster care or guardianship, or other comparable relationship established by law; or
- (3) five (5) 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 Ordinance 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.

MULTI-FAMILY DWELLING. A residential building designed for, or modified to accommodate, more than one (1) independent Rental Unit.

OWNER. Any person having a legal or equitable interest 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.

RENTAL BUILDING. A building containing one (1) or more Rental Units.

RENTAL HOUSING CODE. Sections 158.19 through Section 158.38 of this Ordinance.

RENTAL HOUSING OFFICER. That municipal officer charged with the primary responsibility of enforcement of the provisions of this Ordinance. As set out in Section 158.13 hereof, the City Building Commissioner shall serve as the Rental Housing Officer.

REGISTRATION PERMIT. The permit issued by the City upon registration of each Rental Unit. The Registration Permit shall remain in effect until suspended or revoked as set out in this Ordinance, or until transfer of legal title to the property, whichever occurs first. Issuance of a Registration Permit is not evidence that a property meets the requirements of this Ordinance, or is otherwise fit for human habitation.

RENTAL UNIT. A rented Dwelling Unit or Rooming Unit.

ROOMING HOUSE. Any dwelling or that part of any dwelling containing one (1) or more rooming units, in which space is let by the Owner or operator to three (3) 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.

TENANT. Any person entitled to occupy a Rental Unit under a Tenancy Agreement to the exclusion of others.

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.

SECTION 158.03 COMPLIANCE REQUIRED; APPLICATION OF ORDINANCE.

No Person shall occupy or maintain a Rental Unit within the City unless in accordance with the provisions of this Ordinance. This Ordinance applies to all Rental Units located within the City, but shall not apply to, the following arrangements unless the arrangement is created to avoid the application of this Ordinance:

- (a) Occupancy in a single-family, Owner occupied Dwelling Unit.
- (b) Occupancy in a “Group Home” or “Institutional Residential” as those terms are defined in the City of Valparaiso Unified Development Ordinance.
- (c) 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.

- (d) Occupancy by the purchaser of a Dwelling Unit under a recorded contract of sale.
- (e) Occupancy in a dormitory owned by Valparaiso University.
- (f) Transient occupancy in a hotel, motel or other similar lodging.

SECTION 158.04 REGISTRATION OF RENTAL UNITS REQUIRED.

No Owner of real estate within the City shall use said real estate for the purpose of erecting or maintaining a Rental Unit thereon after May 31, 2010, without registering each Rental Unit with the City. All Rental Units shall be registered with the City on an annual basis between March 1 and May 31 of each such year. The registration shall be affected by furnishing to the City a complete and accurate application upon forms prescribed by the City, setting forth the following information:

- (a) The name of the Owner;
- (b) Address of the Owner;
- (c) Street Address of the Rental Unit;

(d) If the Owner is not a resident of Porter County, Indiana, or a county contiguous to Porter County, the name, address and 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 Porter County or a contiguous county. Any Owner who does not reside in Porter County, Indiana, or a contiguous county shall be required to designate an agent.

- (e) Any other information required by the Rental Housing Officer.

The Registration Application shall be signed by the Owner. Whenever Ownership of a Rental Unit changes, the new Owner shall have the responsibility to report the change in Ownership to the City within ten (10) days of the change of Ownership. Previously issued Registration Permits shall automatically expire ten (10) days following transfer of title to a registered property.

Notification to the Owner or his agent at the address shown on the Registration Application shall constitute sufficient notice pursuant to any provision of this Ordinance. Registration of a Rental Unit shall be evidenced by issuance of a Registration Permit. The Registration Permit for a given property shall remain in effect until suspended or revoked as set out in this Ordinance, or until a transfer of the legal title to the property, whichever occurs first.

An application for renewal of a Registration Permit shall contain the same information as an initial application.

SECTION 158.05 OCCUPANCY AFFIDAVIT

In addition to the annual Registration Application, the Owner of each Rental Unit shall also furnish to the City a signed Occupancy Affidavit upon the forms prescribed by the City. Each such Occupancy Affidavit shall include the following information for each Rental Unit covered by the Registration Application and shall be signed by the Owner and each Tenant:

Rental Unit: _____ (street and apt. no).

I have made personal and diligent inquiry and make this affidavit based upon personal knowledge. The names of all Tenants who reside in this Rental Unit and those persons and their relationship to any other persons residing in the Rental Unit (if no relationship, state none) are as follows:

Name: _____

Relationship: _____

If any relationship is claimed between Tenants, the names of the Tenants who claim to be related shall be identified below, together with the names, addresses, telephone numbers and relationship of the person through whom they claim to be related and who can verify the information:

I understand that I am required to update the information on this form to the City of Valparaiso.

I affirm under the penalties of perjury that the foregoing representations are true.

Date: _____

Signature: _____

Printed: _____

Tenant Confirmation: I affirm under the penalties for perjury that the foregoing representations are true.

Date: _____

Signature: _____

Printed: _____

Date: _____

Signature: _____

Printed: _____

Date: _____

Signature: _____

Printed: _____

Date: _____

Signature: _____

Printed: _____

If the Tenants refuse to sign the Occupancy Affidavit in a timely manner, the Owner shall sign below certifying that the Tenants have refused. I certify under penalties of perjury that I have demanded that the Tenants sign this Occupancy Affidavit and one or more Tenants have refused to do so.

Date: _____

Signature: _____

Printed: _____

SECTION 158.06 REGISTRATION PERMIT FEES.

There shall be a Twenty-Five Dollar (\$25) annual fee assessed for each Rental Unit located within the City of Valparaiso. The above-referenced annual registration fee shall be paid at the time that the Owner submits the annual Registration Application and Occupancy Affidavit to the City.

SECTION 158.07 REGISTRATION PERMITS

For all registered Rental Units the City shall issue a sticker stating the unit's registration, date of registration expiration and the allowable occupancy. The Owner of each Rental Unit shall prominently and continuously display the sticker on the inside of the door to the main entrance of the Rental Unit. It shall be a violation of this Ordinance to remove the sticker or for the Owner to fail to continuously display the sticker as provided above in each Rental Unit.

It shall be the continuing duty of the Owner to personally monitor the occupancy of each Rental Unit and to ensure that it is not occupied by more persons than the maximum allowable occupancy. It shall be a violation of this Ordinance by the Owner and/or occupants to exceed the maximum allowable occupancy or to hold the Rental Unit out for occupancy by more than the maximum allowable occupancy or to permit or allow the Rental Unit to be occupied by more persons than the maximum allowable occupancy.

SECTION 158.08 ESTABLISHED DISTRICT SCHEDULE OF SYSTEMATIC INSPECTIONS

For the purpose of this Ordinance, the Rental Housing Officer shall divide the City into inspection districts and shall prepare a schedule of the order in which such districts shall be taken for systematic inspection coverage. The established district schedule of systematic inspections shall be available for public inspection during office hours at the office of the Rental Housing Officer.

SECTION 158.09 INSPECTION

Each Rental Unit and Premises within the City is subject to inspection by the Rental Housing Officer or his designee, in accordance with this Ordinance. Not less than thirty (30) days prior to the date on which systematic inspection of Rental Units within a district is scheduled to begin, the Rental Housing Officer shall cause a written notice to be mailed to the Owner or his agent of each Rental Unit for inspection of the Rental Units within that district, setting forth in such notice the date of beginning of inspections in the district, the time allotted to the district, and include with each notice the appropriate Inspection Application. The Owner shall have a period of thirty (30) days from the notice issuance date in which to complete and submit a complete and accurate Inspection Application to the Rental Housing Officer. In the Inspection Application, the Owner shall indicate whether the Owner consents to inspection of the Rental Unit.

(a) If the Owner consents, upon approval of the Inspection Application by the Rental Housing Officer, the Owner shall arrange for the inspection of the Rental Units on days and times consistent with the inspection schedule period. The Owner shall notify all tenants of the

pending inspection by the City. In the event the Owner and/or Tenant refuses entry to any given Rental Unit for inspection pursuant to this Ordinance, the appropriate court of Porter County shall be utilized by the City to obtain a warrant for entry and inspection as provided in this Ordinance.

(b) If the Owner and/ Tenant does not consent, the Rental Housing 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 Ordinance. The Rental Housing Officer, or his designee, shall conduct an inspection, as authorized by such search warrant. Based upon the information and experience of the Rental Housing Officer, or his designee, the Common Council finds that there is a significant likelihood of noncompliance of Rental Units located within the City with the various city and state codes in the following circumstances: (1) initial conversion to rental housing; (2) previous inspection finding any violation that has not been re-inspected; or (3) after the period of one (1) year from the previous inspection and that there is a reasonable cause for a warrant to conduct an inspection under these circumstances.

SECTION 158.10 OFF-CYCLE INSPECTION

An off-cycle inspection may be conducted of a Rental Unit at the discretion of the Rental Housing Officer, upon the written, signed request of any resident of the City, any governmental agency, or the Rental Unit’s Tenant or the Tenant’s legal representative, the Owner or the Owner’s Agent. An off-cycle inspection shall be confined to the defects complained of by the Person requesting the inspection unless the Rental Housing Officer or his designee determines that the condition of the Rental Unit has deteriorated since the last systematic inspection to such an extent that a complete inspection is required to effectuate the purposes of this Ordinance, in which case a complete inspection of the entire Rental Unit may be performed.

SECTION 158.11 NOTIFICATION OF DEFICIENCIES TO LANDLORD; RE-INSPECTIONS.

In the event any inspection reveals a deficiency with the application of the codes referenced herein, the Rental Housing Officer shall within ten (10) days from the date of the inspection notify the Owner of the Rental Unit of the deficiencies. Such notice of deficiencies shall:

- (a) Be in writing;
- (b) Shall include a description of the real estate sufficient for identification;
- (c) Include a statement of the reason or reasons why it is being issued;
- (d) 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

- (e) Include an explanation of the Owner's right to seek modification or withdrawal of the notice by petition to the Valparaiso Board of Public Works and Safety.

The notice prescribed above shall be deemed to be properly served upon the Owner or such his agent at the address shown on the Registration Application

A re-inspection shall be conducted after the end of the above-referenced compliance time frame. If the Rental Housing Officer finds that compliance with all noted violations has not been accomplished, the Rental Housing Officer may commence proceedings to suspend and/or revoke the Registration Permit for the Premises.

The first re-inspection performed after the expiration of the compliance time frame shall be assessed a fee of \$75.00 per Rental Unit to be inspected. This fee for the first re-inspection may be waived by the Rental Housing Officer if the Rental Housing Officer finds that compliance with all noted violations has been accomplished. 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 or further inspections shall be issued/conducted until said fees are paid in full.

SECTION 158.12 PROBATION, SUSPENSION OR REVOCATION OF REGISTRATION PERMITS

(a) Probation. Based upon charges filed by the Rental Housing Officer, the Board of Public Works and Safety may, if it finds the charges to be true, impose a up to three (3) year probation for the Registration Permit for any Premises found to be under the following circumstances:

- (1) If there is an adjudication of three (3) or more violations of the Valparaiso City Code or Indiana Criminal Code on the property within one (1) 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 Section 158.15 or Section 158.16 of this Ordinance.

(b) Suspension. Based upon charges filed by the Rental Housing Officer, the Board of Public Works and Safety may, if it finds the charges to be true, impose up to a One Hundred and Twenty (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 (1) 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) 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-occupyable space;

(C) Illegally converted space to occupyable or habitable use or illegally added an additional Rental Unit to the property

(D) Violated the provisions of Section 158.04 (Rental Certificate Required);

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

(F) Provided the Rental Housing Officer or his 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 property. The Owner shall take all legal steps necessary to vacate the property as soon as possible.

(c) Revocation. Based upon charges filed by the Rental Housing Officer, the Board of Public Works and Safety 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 Section 158.12(b); or

(2) Within three (3) years after suspension, any further occurrence or violation that would be grounds for a suspension of the Registration Permit.

(d) The Rental Housing Officer shall prepare and file charges with the Board of Public Works and Safety specifying the specific violation and relief requested. Such charges and notice of a hearing shall be served upon the Owner or his agent by certified mail, return receipt requested to the address of record.

(e) The Board of Public Works and Safety shall set a date for hearing of the charges, not less than ten (10) days after mailing of the notice. The Board of Public Works and Safety shall hear the evidence and argument of the Rental Housing Officer and the Owner. After the hearing, the Board of Public Works and Safety shall make a written decision supported by findings. The decision of the Board of Public Works and Safety may be appealed to a court of general jurisdiction in Porter County within thirty (30) days of the decision.

SECTION 158.13 RENTAL HOUSING OFFICER

The City Building Commissioner shall act as the Rental Housing Officer. The decisions of the Rental Housing Officer may be appealed to the Board of Public Works and Safety on petition filed with the Board within twenty (20) days after the Rental Housing Officer's decision.

SECTION 158.14 EXTERIOR MAINTENANCE RESPONSIBILITY

The Owner is responsible for snow removal on the public sidewalk, if any, for keeping the exterior clean and free from trash and all yard maintenance on all Rental Units.

SECTION 158.15 TRUTH IN ADVERTISING

(a) No Owner of a Rental Unit shall incorrectly represent in any advertisement, sign, or other written or oral form, 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.

SECTION 158.16 RETALIATORY EVICTION PROHIBITED

It shall be a violation of this Ordinance for any Owner or his agent to bring or threaten 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.

SECTION 158.17 VIOLATION - PENALTY

In addition to Probation, Suspension and Revocation of a Registration Permit as set forth in Section 158.12 of this Ordinance, the Board of Public Works and Safety may impose the following penalties on any and all Persons found to be in violation of this Ordinance:

(a) For submitting any other false or materially incomplete information on an application or any other information submitted under this Ordinance, a fine of up to Five Hundred Dollars (\$500.00), 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 Ordinance, in which case the fine may be up to Two Thousand Five Hundred Dollars (\$2,500.00);

(b) For failure to post an occupancy sticker pursuant to Section 158.07, a fine of up to Five Hundred Dollars (\$500), unless the violator has been convicted of a previous violation for failing to post an occupancy sticker, in which case the fine shall be up to One Thousand Dollars (\$1,000.00);

(c) For failure to timely sign or submit a complete a Registration Application, Occupancy Affidavit or Inspection Application, a fine of up to One Hundred Dollars (\$100.00),

each day a violation of this provision exists or continues to exist constituting separate and distinct violation of the Ordinance;

(d) For committing, permitting or allowing any overoccupancy as set forth in Section 158.07, a fine of up to Two Hundred Dollars (\$200.00), unless the violator has been convicted of a previous violation involving overoccupancy, in which case the fine shall be up to One Thousand Dollars (\$1,000.00), with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of the Ordinance;

(e) For rental of any Dwelling Unit without first obtaining or continuing to have a valid Registration Permit, a fine of up to One Hundred Dollars (\$100.00), unless the violator has been convicted of previous violation involving renting without a Registration Permit, in which case the fine shall be up to Five Hundred Dollars (\$500.00), with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of the Ordinance;

(f) For violation of any other provision of this Ordinance, a fine of up to One Hundred Dollars (\$100.00), with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of the Ordinance.

SECTION 158.18 RENTAL HOUSING FUND ESTABLISHED

(a) The Common Council hereby establishes a Rental Housing Fund.

(b) The Rental Housing 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 Common Council) of all costs associated with the performance of the Rental Housing Fund.

SECTION 158.19 RENTAL HOUSING CODE

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 and Premises by:

(a) Establishing minimum maintenance standards for Rental Buildings and Rental Units 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;

(b) Fixing the responsibilities of Owners, operators and occupants of Rental Buildings and Rental Units; and

(c) Providing for administration, enforcement and penalties.

SECTION 158.20 INTENT

(a) The provisions of the Rental Housing Code shall be construed liberally to insure the 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 City of Valparaiso, Indiana, 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 Ordinance, the Municipal Code and the City of Valparaiso Unified Development Ordinance.

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

SECTION 158.21 DEFINITIONS

All of the definitions set forth in Section 158.02 are hereby incorporated by reference into the Rental Housing Code as if set forth fully herein. All definitions set forth in Section 158.02 shall apply herein unless the context clearly indicates or requires a different meaning.

SECTION 158.22 STRUCTURES

(a) This Ordinance establishes minimum requirements for the initial and continued occupancy and use of all Rental Buildings, Rental Units 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 Ordinance shall apply to all Rental Buildings, Rental Units and Premises whether or not existing at the time this Ordinance is adopted.

SECTION 158.23 ENFORCEMENT AUTHORITY

It shall be the duty and responsibility of the Rental Housing Officer and his designee(s) to enforce the provisions of this Ordinance.

SECTION 158.24 DUTIES AND POWERS OF THE RENTAL HOUSING OFFICER

(a) General. The Rental Housing Officer shall enforce all of the provisions of the Rental Housing Code relative to the maintenance of Rental Buildings, Rental Units and Premises, except as may otherwise be specifically provided for by other regulations, Ordinances or laws.

(b) Notices and Orders. The Rental Housing Officer shall issue all necessary notices and orders to abate illegal or unsafe conditions to insure 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 Rental Housing Officer, or his designee, is authorized to enter any Rental Building, Rental Unit or Premises at any reasonable time for the purpose of making inspections and performing duties under this Ordinance in accordance with Sections 158.09 and 158.10 hereof. Provided that, should consent to enter not be voluntarily given, application for an inspection warrant shall be made pursuant to the provisions of Section 158.09(b) hereof.

(d) Coordination of Enforcement. Whenever, in the opinion of a Rental Housing Officer, or his designee, it is deemed necessary or desirable to have inspections made by any other city department, the Rental Housing Officer, or his designee, shall arrange for such inspections. He 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 Rental Housing Officer, the Valparaiso Board of Public Works and Safety 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 Ordinance to secure its intent, but such rules shall not have the effect of waiving requirements specifically provided in this Ordinance or of violating accepted practice involving public safety. Prior to taking effect, such rules and regulations must be approved by the Valparaiso Common Council by resolution.

SECTION 158.25 NOTICES AND ORDER

(a) Notice to Owner or to person or persons responsible. Whenever the Rental Housing Officer or his designee determines that there has been a violation of this Ordinance, or has reasonable cause to believe that a violation has occurred, the Rental Housing Officer shall give notice to the Owner or his agent in conformance with Section 158.11.

SECTION 158.26 SCOPE: TENSE AND DEFINITION OF TERMS

(a) Scope. Unless otherwise expressly stated, the following terms shall, for the purpose of this Ordinance, 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.

SECTION 158.27 APPLICABILITY OF REQUIREMENTS

(a) Scope. The provisions of this Ordinance shall govern the minimum standards for maintenance of Rental Buildings and Rental Units within the City of Valparaiso, Indiana.

(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 Ordinance.

SECTION 158.28 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 shall be maintained in good repair. Vending

machines, if any, shall be in an enclosed area not visible from the public street. No appliances shall be located outside any Rental Building.

(g) Parking. All Rental Buildings must have parking which complies with the Unified Development Ordinance of the City of Valparaiso, Indiana. No parking will be allowed on lawns or on public sidewalks.

SECTION 158.29 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. The Rental Building shall protect the occupants from the environment.

(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 dead and live loads imposed upon them.

(c) Foundation walls. All foundation walls shall be maintained structurally sound and free from open cracks and breaks and capable of preventing the entry of animals and other pests.

(d) Exterior walls. Every exterior wall shall be maintained free of holes, breaks, loose or rotting materials. All exterior surface material shall be maintained weatherproof and shall be property surface coated as needed to prevent deterioration.

(e) Roofs. The roof shall be structurally sound, tight, and not have defects, which might 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 imposed 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.

(j) Insect screens. From May 15 to October 15 of each year every window or other outside opening used for ventilation purposes shall be supplied with approved screening. Every screen door shall have a self-closing device 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.

(m) Exterior handrails. Every handrail and guardrail shall be maintained in good condition, be securely fastened and be capable of supporting imposed loads.

SECTION 158.30 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.

(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 imposed 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 maintained in a clean and sanitary condition free from any accumulation of rubbish, refuse or garbage. Rubbish, garbage and other refuse shall be properly kept inside temporary storage facilities.

(g) Storage. Garbage or refuse shall not be allowed to accumulate or be stored in public halls or stairways.

(h) Stairs, ramps, landings, porches, decks, and balconies. All walking surfaces shall be maintained in good repair and capable of supporting imposed loads.

(i) 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.

(j) Handrails and guards. Every handrail and guardrail shall be firmly fastened and capable of supporting imposed loads and shall be maintained in good condition.

(k) 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.

SECTION 158.31 LIGHT AND VENTILATION REQUIREMENTS

(a) Scope. The provisions of this section shall govern the minimum conditions and standards for the light, ventilation and space for the occupancy of a Rental Building. All light, ventilation and space conditions shall comply with the requirements herein prescribed insofar as they are applicable.

(b) Responsibility. All Rental Buildings shall provide such light, ventilation and space conditions 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) Every Habitable Room shall have at least one window of approved size facing directly outdoors or to a court. The minimum total glazed area for every Habitable Room shall be 8% of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum total window area for the room.

(d) Every Habitable Room shall have at least one operable window. The total operable area of the window in every room shall be equal to at least 45% of the minimum glazed area

required in division (A) above, except where there is supplied some other device affording adequate ventilation which is approved by the Rental Housing Officer.

(e) Every bathroom and toilet room shall comply with the light and ventilation requirements for applicable rooms contained in division (B) above, except that no window or sky light shall be required where there is supplied some other device affording adequate ventilation which is approved by the Rental Housing Officer.

(f) Every common hall and stairway in residential occupancies, other than one –and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet of floor area or equivalent illumination, provided that spacing between lights shall not be greater than 30 feet.

SECTION 158.32 SPACE, USE, AND LOCATION REQUIREMENTS

Every Rental Unit shall contain at least 150 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) Access. Sleeping rooms shall not constitute the only means of access to other sleeping rooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

(c) Ceiling Height. At least one-half 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.

(d) Prohibited Occupancy. Kitchens and non-habitable spaces shall not be used for sleeping purposes.

(e) Overcrowding. The number of persons occupying a Rental Unit shall not create conditions that endanger the life, health, safety, or welfare of occupants.

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

SECTION 158.33 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. Water supply shall be maintained free of contamination. 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 degrees 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.

(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.

SECTION 158.34 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.

(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.

(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.

(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. Any new bathroom or kitchen receptacle 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 Rental Housing Officer, shall require the defects to be corrected to eliminate the hazard.

(6) Elevators. In Rental Buildings equipped with elevators, State of Indiana inspection certificates shall be displayed 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.

SECTION 158.35 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 public 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. If required, 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. 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 detectors required. Subject to such exceptions and conditions for compliances as stated herein, smoke detectors shall be required in all rental units.

(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.

SECTION 158.36 RESPONSIBILITIES OF PERSONS

The provisions of the section shall govern the responsibilities of Owners for the maintenance of Rental Buildings, Rental Units and Premises thereof.

(a) Cleanliness. Owners shall keep all Rental Buildings and Premises in a clean and sanitary condition. Every Owner of a Rental Building containing two (2) or more rental units shall maintain in a clean and sanitary condition the shared or public areas of the Rental Building and Premises thereof.

(b) Disposal of garbage, refuse and rubbish. Owners of Rental Buildings shall dispose of all garbage, refuse and rubbish in a clean and sanitary manner in accordance with the applicable provisions of the Code of Ordinances.

(c) Garbage, refuse and rubbish storage facilities. Owners shall supply refuse containers sufficient to meet the reasonable needs of the occupants, unless containers are supplied by the City. If city refuse collection is not available, the Owner shall be responsible for the removal of the garbage refuse and rubbish.

(d) Supplied fixtures and equipment. The Owner shall keep the supplied equipment and fixtures clean and sanitary and shall be responsible for the exercise of reasonable care in their proper use and operation. Containers shall not be visible from a public street, except between the hours of 6:00 a.m.-6:00 p.m. on normal weekly garbage pickup dates.

Exception: The Tenant shall be responsible for keeping the supplied equipment and fixtures clean and sanitary provided that the Owner furnishes the Rental Housing Officer with documentation that the equipment and fixtures were clean and sanitary prior to the Tenant taking possession of the dwelling.

(e) Extermination:

(1) General. All Rental Buildings and Premises shall be kept free from insect and rodent infestation. Where insects or rodents are found, they shall be promptly exterminated by acceptable processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

(2) Owner. The Owner shall be responsible for extermination within the Rental Building or Premises.

(3) Single-family dwelling:

(a) The Tenant shall be responsible for extermination of insects, rodents, vermin and other pests in the Rental Unit and on the Premises where:

(i) The first observable signs of infestation appear within thirty (30) days after the Tenant takes possession of the Premises; or

(ii) The first observable signs of infestation appear within thirty (30) days after the Tenant takes possession of the Premises, and the Tenant fails to notify the Tenant of infestation within the thirty (30) day period; or

(iii) The Owner, after being notified pursuant to subsection (i) above, has undertaken extermination which eliminated infestation within forty-five (45) days after the extermination began; or

(iv) Whenever the Rental Housing Officer determines that infestation was caused by the Tenant's violation of housekeeping provisions of the Rental Housing Code, regardless of when the infestation occurs or is reported to the Owner.

(b) The Owner shall be responsible for extermination where:

(i) The Tenant notifies the Owner of the infestation within thirty (30) days of the Tenant's Occupancy; or

(ii) After the Owner has been notified pursuant to division (i) above, infestation still exists forty-five (45) days after extermination was commenced, except that if the Owner presents the Rental Housing Officer with proof that a satisfactory effort was made to control the infestation, then the Tenant shall be responsible for further extermination if continued infestation is attributable to the Tenant.

(5) Multiple occupancy. Owners of Rental Buildings containing two (2) or more Rental Units shall be responsible for the extermination of insects, rodents or other pests in the shared or public areas of the Building and Premises. The Owner shall be responsible for extermination within each Rental Unit, except that where an Tenant's poor housekeeping has caused infestation; the Tenant shall be responsible for extermination within the Tenant's Rental Unit.

(6) Continued rodent infestation. Continuing or repeated incidents of rodent infestation shall require the installation of rat and vermin resistant walls. The rat and vermin resistant walls shall be installed in accordance with building codes.

SECTION 158.37 RELATIONSHIP TO OTHER ORDINANCES

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

SECTION 158.38 PENALTIES

In addition to Probation, Suspension and Revocation of a Registration Permit as set forth in Section 158.12 of this Ordinance, the Board of Public Works and Safety may impose the following penalties on all Persons found to be in violation of the Rental Housing Code:

(a) For a violation of any provision of the Rental Housing Code, a fine of up to Five Hundred Dollars (\$500.00), unless the violator has been convicted of a previous violation of the Rental Housing Code, in which case the fine may be up to Two Thousand Five Hundred Dollars (\$2,500.00). 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.

If any portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other portion or provision of this Ordinance.

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. It is provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the Ordinances or parts of Ordinances are hereby ratified, re-established and confirmed.

PASSED AND ADOPTED by the Common Council of the City of Valparaiso, Indiana, by a _____ vote of all members present and voting this _____ day of _____, 2009.

Jon Costas, Mayor

ATTEST:

Sharon Emerson Swihart, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this _____ day of _____, 2010 at the hour of _____ o'clock P.M.

Sharon Emerson Swihart, Clerk-Treasurer

This Ordinance approved and signed by me this _____ day of _____,
20010 at the hour of _____ o'clock P.M.

Sharon Emerson Swihart, Clerk Treasurer