

Board of Commissioners
229 Rehoboth Avenue
P.O. Box 1163
Rehoboth Beach, Delaware 19971



City of Rehoboth Beach
Telephone 302-227-6181
www.rehobothbeachde.gov

THE COMMISSIONERS OF REHOBOTH BEACH MEETING
City Hall Commissioners Room, 2nd Floor
Monday, June 8, 2026; 9:00 a.m.

AMENDED AGENDA

	Page
1. Call to Order	
2. Pledge of Allegiance	
3. Roll Call	
4. Correspondence (relating to agenda items only)	
Letter dated May 4, 2026 from Rehoboth Beach Historical Society & Museum re Chamber of Commerce Visitor Center **	3 - 4
5. City Manager's Report	
6. City Solicitor's Report	
7. Committee Reports including possible consideration of approving future advisory committee agenda topics	
Environmental Advisory Committee	
8. Old Business	
A. Discuss and possible consideration of executing a lease for Rehoboth Beach/Dewey Beach Chamber of Commerce Visitor's Center at 501 Rehoboth Avenue.	5 - 22
Chamber of Commerce Visitor Center Lease (v2) - 27 May 2026	
Response Letter to BOC - 14 May 2026	
Lease Addendum - 18 May 2026	
B. Discuss and possible consideration of executing a lease for Rehoboth Beach Main Street at 509 Rehoboth Avenue.	23 - 35
Main Street Lease (v1) - 01 Jun 2026	
C. Discuss and possible consideration of an ordinance amending Chapter 208 - Property Maintenance of the Municipal Code by adding new sections regarding Aged Building Safety Inspections.	36 - 73
Aged Building Inspection Presentation (v2) - 03 Jun 2026 **	
Aged Building Inspection Draft Ordinance (v2) (Redline) - 03 Jun 2026 **	
Aged Building Inspection Draft Ordinance (v2) (Clean) - 03 Jun 2026 **	
9. New Business	
A. Quarterly update on Strategic Plan implementation.	74 - 91
Strategic Plan Status Update - 02 Jun 2026 **	

10. Review future meeting dates.
11. Citizen Comment
12. Commissioner Announcements
13. Executive Session for the purpose of:
 - A. Having a strategy session involving legal advice or opinion from an attorney-at-law with respect to pending or potential litigation, as permitted by 29 Del.C. §10004(b)(4).
14. Adjournment

AGENDA ITEMS MAY BE CONSIDERED OUT OF SEQUENCE

[Time may not allow for consideration of all agenda items.]

*For additional information or special accommodations, please call (302) 227-6181 (TDD Accessible) 24-hours prior to the meeting.

The public will be provided the opportunity to make comments regarding Old Business, New Business and Committee Reports. Comments are limited to three (3) minutes or at the discretion of the chair, one time per topic. Speakers are to state their name and address or relationship to the city.

Comments on non-agenda topics will be heard under "Citizen Comment" with the same speaker requirements and time limits.

**This correspondence/support document was embedded in the Agenda when it became available for posting on June 3, 2026.

amw: 06/01/26; posted 06/01/26; amended 06/03/26; reposted 06/03/26



511 Rehoboth Avenue | Rehoboth Beach, Delaware 19971
302-227-7310 | www.rbmuseum.org

May 4, 2025

Mayor Stanley Mills
and Members of the Board of Commissioners
City of Rehoboth Beach
229 Rehoboth Avenue
Rehoboth Beach, Delaware 19971

Dear Mayor Mills and Members of the Board of Commissioners,

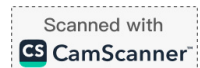
On behalf of the Board of Directors and staff of the Rehoboth Beach Historical Society & Museum (RBHS), we write to formally express our interest in the historic Railroad Depot at 501 Rehoboth Avenue, currently occupied by the Rehoboth Beach-Dewey Beach Chamber of Commerce as the City's Visitor Center. As the Board of Commissioners undertakes a review of the Chamber's lease agreement for this property, we respectfully request that RBHS be included as a voice in the conversation about the building's long-term use.

A Building of Singular Historic Importance

The Railroad Depot is one of the most historically significant structures in Rehoboth Beach. From the late nineteenth century onward, it served as the primary gateway through which generations of visitors arrived at our shores, and it stands today as a tangible reminder of the city's origins as a destination resort. As the official historical society and museum of the City of Rehoboth Beach, RBHS has a deep institutional commitment to the preservation and interpretation of exactly this kind of irreplaceable resource. We believe the long-term stewardship of this building should reflect its historic significance — and we stand ready to be a partner in ensuring that it does.

RBHS's Interest in the Space

RBHS is located immediately adjacent to the Railroad Depot, and the physical proximity of the two buildings presents a genuine opportunity to expand the Museum's capacity to serve the public. As the Museum continues to grow, the Railroad Depot presents a natural and exciting opportunity to expand what we are able to offer the public. With its



historic character and central location in front of Grove Park, it is ideally suited to serve as an extension of the Museum's work.

We envision a use of the space that honors its history, serves the public, and strengthens the Museum's capacity to interpret and share the story of Rehoboth Beach. We are committed to working collaboratively with the City and the Chamber to develop a proposal that meets the community's needs while preserving the building's historic integrity.

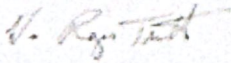
Our Request

We respectfully ask that the Board of Commissioners include RBHS in any discussion regarding the future use and occupancy of the Railroad Depot. We would welcome the opportunity to present a formal proposal for our interest in the space and to engage in a dialogue with the City, the Chamber of Commerce, and any other stakeholders about how this important building can best serve the community for generations to come.

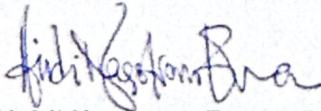
We are grateful for the City's longstanding partnership with RBHS and look forward to continuing that partnership in the stewardship of one of Rehoboth Beach's most beloved historic landmarks.

Thank you for your time and consideration.

Respectfully submitted,



Roger Truitt
Board President, Rehoboth Beach Historical Society & Museum



Heidi Nasstrom Evans, Ph.D.
Executive Director, Rehoboth Beach Historical Society & Museum
511 Rehoboth Avenue | Rehoboth Beach, Delaware 19971
302-227-7310 | director@rbmuseum.org

Date: May 27, 2026
Version: 2
Authors: Taylour Tedder, Lisa Borin Ogden, and Evan Miller
Presentation Date: Mayor and Commissioners Meeting, May 4, 2026

AGREEMENT OF LEASE

This AGREEMENT OF LEASE (“**Agreement**” or “**Lease**”) is made this ___ day of _____, 2026, by and between the CITY OF REHOBOTH BEACH, a municipal corporation of the State of Delaware, with an address of 229 Rehoboth Avenue, Rehoboth Beach, Delaware 19971, (“**City**”), and REHOBOTH BEACH - DEWEY BEACH CHAMBER OF COMMERCE., a Delaware corporation, with a mailing address of 306 Rehoboth Avenue, Rehoboth Beach, DE, 19971, (“**Chamber**”).

WHEREAS, City is the owner of certain property located at 501 Rehoboth Avenue in the City of Rehoboth Beach, Sussex County, State of Delaware, and more particularly identified as the location of a certain 804 +/- s.f. building, detailed in the City Property Record attached hereto as **EXHIBIT A** (the “**Demised Premises**” or the “**Property**”); and

WHEREAS, City has allowed Chamber to use the Property for multiple years to operate the Rehoboth Beach Visitor’s Center for the purpose of providing travelers with maps, guides, and local information to help them explore the area; and

WHEREAS, the Parties hereto are desirous of clarifying and modifying the relationship between the City and Chamber.

WITNESSETH, that for or in consideration of the rents, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Demised Premises.

- a. City hereby grants and demises unto the Chamber and the Chamber hereby accepts and leases from City, upon the conditions and covenants set forth herein, the building City owns located at the Demised Premises.

2. Term. The initial term of this Lease shall be for one (1) year (the “**Term**”), beginning on January 1, 2027 (the “**Commencement Date**”) and shall expire on December 31, 2027, (the “**Expiration Date**”), without the necessity of any notice from either City or the Chamber to terminate the same, unless this Term is extended as provided in Paragraph 3 hereafter.

3. Extension of Lease Term. Notwithstanding anything to the contrary set forth in Paragraph 2 above, this Lease shall automatically extend, without the need for any further notice, for up to five (5) additional one (1) year terms upon the same terms and agreements herein contain, unless either the City or the Chamber give the other written notice of its intent to terminate the lease, which notice shall be delivered to the other party no less than six (6) months prior to the Expiration Date of the Term, or any extension thereof.

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45 4. Rent. Throughout the term of this lease and any extension thereof the Chamber
46 agrees to pay City rent for the Premises in equal quarterly installments in advance on the first
47 day of January, April, July and October. For the first two years, beginning on January 1, 2027
48 and ending December 31, 2028, the rent shall be ELEVEN THOUSAND DOLLARS
49 (\$11,000) per year. During the remaining term of this lease and any extension thereof the rent shall
50 increase by EIGHT HUNDRED DOLLARS (\$800) per year.
51
52
53

	Year	Total Rent	Due April 1	Due July 1	Due Oct. 1	Due Jan. 1
Original						
Year 1	2027	\$11,000	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00
Year 2	2028	\$11,800	\$2,950.00	\$2,950.00	\$2,950.00	\$2,950.00
Year 3	2029	\$12,600	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00
Year 4	2030	\$13,400	\$3,350.00	\$3,350.00	\$3,350.00	\$3,350.00
Year 5	2031	\$14,200	\$3,550.00	\$3,550.00	\$3,550.00	\$3,550.00
Option 1						
Year 1	2032	\$15,000	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00
Year 2	2033	\$15,800	\$3,950.00	\$3,950.00	\$3,950.00	\$3,950.00
Year 3	2034	\$16,600	\$4,150.00	\$4,150.00	\$4,150.00	\$4,150.00
Year 4	2035	\$17,400	\$4,350.00	\$4,350.00	\$4,350.00	\$4,350.00
Year 5	2036	\$18,200	\$4,550.00	\$4,550.00	\$4,550.00	\$4,550.00

54
55 There shall be no security deposit. For each rent payment that is late, and for each check of
56 the Chamber deposited by City and returned unpaid for any reason, the Chamber shall pay on
57 demand an amount equal to five percent (5%) of the check or late amount, plus interest at the
58 rate of twelve percent (12%) per annum which shall begin to accrue on the eleventh calendar
59 day and continue thereafter until paid in full. The Chamber may not delay or refuse any
60 payment of any Rent for any reason and/or make any set-offs against the same, nor shall any
61 endorsement or statement on any check or any letter accompanying any check or payment as
62 Rent be deemed an accord and satisfaction, and City may accept such check or payment
63 without prejudice to City's right to recover the balance of any Rent due or pursue any other
64 remedy provided in this Lease. Any payment other than the base rent due from the Chamber
65 including, but not limited to late fees, interest, and other charges and payments due from the
66 Chamber shall be defined separately from the Base Rent and paid under the same terms as
67 the Base Rent.
68

69 5. Condition of Demised Premises.
70

71 a. Except as provided herein below, the Demised Premised is being leased "as-
72 is" without any representations or warranties as to the property's fitness for
73 any particular purposes related to the Chamber's planned uses and reasons for
74 occupancy.

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75 b. The Chamber may, at its sole expense, perform an inspection of major
76 systems, including but not limited to heating, ventilation, and air conditioning
77 ("HVAC"), plumbing, sewer and electrical. It shall be at City's sole discretion
78 whether to make any repairs or replace any equipment.
79

80 6. Use of Demised Premises.

- 81
- 82 a. The Demised Premised shall be occupied and used by the Chamber for
83 general office, administrative, visitor services, tourism promotion, community
84 outreach, or other lawful purposes consistent with the Chamber's mission,
85 subject to applicable laws and ordinances. The uses defined in the preceding
86 sentence of this paragraph shall collectively be hereinafter referred to as the
87 "Permitted Use". The Chamber acknowledges that neither City nor any agent
88 of City has made any representations or warranties with respect to the
89 suitability of the Property for the use of the Chamber or with respect to the
90 quality, nature or adequacy of air, water, or electric within the Property. The
91 Chamber shall not perform any acts or carry out any practices which may
92 cause damage to the Property or Property or constitute a nuisance or
93 unsanitary condition as defined by City.
94
- 95 b. Notwithstanding Paragraph 7 herein, City and the Chamber acknowledge and
96 agree that the Chamber shall not make alterations, additions and/or
97 improvements to the Demised Premises without the written consent of City,
98 which consent may be withheld for any reason or no reason, and the Chamber
99 shall bear the cost of all such alterations, additions and/or improvements made
100 to the Demised Premises.
101
- 102 c. The Chamber shall be solely responsible for obtaining, at its own cost and
103 expense, any and all approvals by all applicable and governmental authorities,
104 agencies or departments having jurisdiction over the Demised Premises that
105 are necessary during the Term of this Agreement.
106

107 7. Termination of Prior Leases.

- 108 a. The Chamber agrees that no interest or estate in the land or structures owned
109 by City has been acquired by the use and occupancy of land of City prior to
110 the date this Lease is last signed and that the Chamber does not and shall not
111 claim at any time in the future any interest in City's property, except as
112 provided herein.
113 b. The City and Chamber agree that any prior lease between the parties with
114 respect to the Property terminated. This Agreement contains the entire
115 agreement of the parties with respect to the Property and supersedes all prior
116 negotiations, agreements, and understandings with respect thereto.

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117 8. Taxes. The Chamber shall pay any taxes, including any taxes on real estate,
118 improvements or special assessments applicable to the Demised Premises, and any other
119 taxes which may be assessed, levied or imposed against the Chamber or the Demised
120 Premises by reason of the provisions of this Lease.

121
122 9. Utility Charges. The Chamber shall be responsible for and shall bear the costs of all
123 rents and charges for Utilities used, consumed on or for the benefit of the Demised Premises.

124
125 10. Repairs and Maintenance. The Chamber shall be responsible for and shall bear the
126 costs of all maintenance, repairs and or replacements required to be made to the Demised
127 Premises. The Chamber shall at all times maintain the Demised Premises in a clean, neat and
128 orderly condition, including the sidewalks, parking areas and other exterior areas comprised of
129 any part of the Demised Premises. The Chamber shall provide janitorial services to the
130 Demised Premises at the Chamber's expense.

131
132 11. Improvements by City. The Chamber agrees that City, at City's sole discretion, may
133 make alterations, additions and/or improvements to the Demised Premises during the Term of
134 this Lease or any extension thereof. Notwithstanding the foregoing, City is in no way required to
135 make any such improvements.

136
137 12. Parking. The Chamber agrees that City has sole authority over any and all parking
138 areas on the Demised Premised. City may, but is not required to, permit the Chamber to use
139 parking areas on the Demised Premised. Any parking privileges granted by City to the
140 Chamber hereunder may be modified, suspended or revoked by City for any reason deemed
141 necessary or convenient by City, including but not limited to community or special events,
142 utility, sidewalk or road repairs, or emergency situations.

143
144 13. Mechanics' Liens. The Chamber shall defend, indemnify and hold harmless City
145 from any and all claims for labor or materials that may be incurred maintenance, repairs,
146 alterations, additions and/or improvements to the Demised Premises, including but not
147 limited to any claims relating to Paragraph 7 herein. Notwithstanding the Chamber's faithful
148 performance of its obligations with respect to any improvements, if any mechanics' or
149 materialmen's liens are filed against the City, or in the land of which the improvements form
150 a part, or against the Chamber's Estate, on account of any work done or materials supplied,
151 City at its election, may pay and satisfy the same and in such event, the sums so paid by City,
152 with interest at the highest legal rate from the date of payment, shall be deemed to be
153 Additional Rent due and payable by the Chamber upon notice and demand.

154
155 14. Trash Removal; Snow Removal. The Chamber shall be responsible for and shall bear
156 the costs of trash collection services for the Demised Premises by a commercial trash
157 removal company, for removal of trash as necessary to prevent excess accumulation, unsightly
158 or unsanitary conditions, or a nuisance, as those terms are defined by City. The Chamber shall
159 not burn or incinerate any rubbish, garbage or debris at, in or about the Demised Premises. The
160 Chamber shall be responsible for and bear the cost of snow and ice removal for the Demised

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161 Premises. The parties agree that City, if it desires, may remove snow from the parking area
162 and walkways on the Demised Premises; however, City is not obligated or in any way
163 expected to do so.

164

165 15. The Chamber's Other Expenses. The Chamber shall be responsible for and shall bear
166 the costs of all maintenance and repair of the interior of the Demised Premises including but
167 not limited to all mechanical, heating, plumbing, sewer, and air-conditioning systems. City
168 Shall not be responsible or liable in any way whatsoever for the quality, quantity, impairment,
169 interruption, stoppage, or other interference with service involving water, sewer, heat, air-
170 conditioning, electric, electric current for light and power, telephone or any other service
171 arising from any conditions beyond the control of City, or which are the responsibility of the
172 Chamber.

173

174 16. City Expenses. City agrees that, during the Term of this Lease or any extension
175 thereof, it shall, at its expense, maintain and repair the exterior of the Demised Premises, with
176 the exception of power washing, window cleaning and pest control as those are the
177 responsibility of the Chamber. City shall be the sole judge as to if and when any repairs are
178 necessary. City will make a reasonable effort to schedule repairs at a time suitable to the
179 Chamber.

180

181 17. The Chamber's Compliance with Laws, Ordinances and Regulations. The Chamber
182 shall observe and comply with all laws, ordinances and regulations of public authorities. The
183 Chamber shall obtain all necessary licenses, approvals, permits, and any other permissions,
184 and pay all required fees pertaining to the Chamber's use of the Demised Premises.

185

186 18. Subletting. The Chamber shall not sublet, assign or transfer the Demised Premises,
187 for all or any part of the Term hereby granted, and any such action shall be void.

188

189 19. City's Inspection. In case of an emergency or at other reasonable times, City and
190 persons designated by it have the right to enter the Demised Premises or any structure
191 located thereon to examine the same. City may enter the Demised Premises at reasonable
192 hours and upon 24-hours' notice, except in case of emergencies. City, at its election may
193 enter to do such work as City shall deem necessary upon failure of the Chamber to do such
194 work, but only after reasonable notice by City. All sums expended by City on such work
195 shall be deemed additional rent due and payable by the Chamber upon notice.

196

197 20. Fire or Casualty. In the event the Demised Premises are totally destroyed by fire or
198 other casualty or are damaged to such an extent that they cannot be occupied by the
199 Chamber, this Agreement and all the right, title and interest of the Chamber thereunder shall
200 terminate and be of no further force or effect. In the event that the Demised Premises are
201 damaged by fire or other casualty, the Chamber shall notify City within five (5) days.

202 21. Indemnity. The Chamber will defend and indemnify City and save it harmless from
203 and against any and all claims, actions, damages, liability and expense including reasonable
204 attorneys' fees and other litigation expenses ("Claims"), including but not limited to any
205 Claim relating to 10 *Del. C.* § 4012(2) if litigation is threatened or commenced that names
206 City in connection with or arising from or out of the occupancy or use by the Chamber of
207 the Demised Premises or any part thereof, including the destruction of any improvements,
208 or occasioned wholly or in part by any act or omission of the Chamber, its agents,
209 contractors, employees and servants.

210
211 22. Insurance. The Chamber shall, at its sole cost and expense, but for the mutual benefit
212 of the City and the Chamber during the Term, keep in full force and effect the following
213 insurance policies and coverages. The Chamber agrees during the Term to furnish City with
214 a certificate of insurance or other acceptable evidence, as reasonably determined by City,
215 that such insurance is in full force and effect.

- 216
217 a. Property Insurance. The Chamber shall upon substantial completion of any
218 improvements and throughout the entire Term keep the Demised Premises
219 insured against loss or damage by fire, windstorm, tornado, hail, water
220 damage, lightning, vandalism, malicious mischief and earthquake and against
221 loss or damage by such other, further and additional risks as now are or
222 hereafter may be embraced by the standard "all risk" forms or endorsements,
223 in the full amount of the replacement value of the Demised Premises.
224
225 b. Workers' Compensation. To the extent the Chamber has employees working at
226 the Demised Premises, Workers' compensation insurance satisfying statutory
227 limits of the Workers' Compensation Laws of the State of Delaware.
228
229 c. Liability Insurance. Liability insurance against claims for bodily injury, death
230 or property damage occurring upon, in or about the Demised Premises,
231 including the public areas adjacent thereto, including, in a form no less than a
232 commercial general liability policy, explosion, collapse and underground
233 coverage, such insurance to afford immediate protection for not less than
234 \$2,000,000.00 combined-single-limit or such higher limits and coverages that
235 City may from time to time direct the Chamber to provide that reflects the
236 then current commercially reasonable and prudent coverages that are
237 customary in the City of Rehoboth Beach, Delaware for a landlord based on
238 the Chamber's occupancy and use of the Demised Premises under this Lease.
239 Such insurance shall, among other things, provide broad form contractual
240 liability coverage (including without limitation indemnification or hold
241 harmless obligations of the Chamber under this Lease) and personal injury.
242 City, including its officers, employees, and agents, shall be an additional
243 insured and the insurers shall expressly waive subrogation.
244
245 d. City's Reservation of Rights/Defenses. The foregoing provisions shall not be
246 construed to constitute a waiver by City of any defense of sovereign immunity
247 in any claim against it. City expressly reserves the right to raise such

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248 defense(s).

249

250 23. Quiet Possession; City's Indemnification of the Chamber. City, as a municipal
251 corporation and instrumentality of the State of Delaware, covenants and warrants that for so
252 long as the Chamber performs its obligations hereunder, City will keep and maintain the
253 Chamber in exclusive, quiet, peaceable, undisturbed and uninterrupted possession of the
254 Demised Premises during the term of this Lease. City warrants and represents that it has the
255 power and authority to lease the Demised Premises to the Chamber for its use.

256

257 24. Notice of Defaults/Termination of Lease. City, upon providing the Chamber any notice
258 of any default under this Agreement, shall include a reasonably clear explanation as to the
259 nature of the default and the action required under this Agreement to either correct or remedy
260 any such default.

261

262 25. Default. In the event that during the Term of this Lease, the Chamber shall default in
263 the payment of any sum herein specified to be paid by the Chamber, or in the observance or
264 performance of any of the Chamber's covenants, agreements or obligations hereunder, or in
265 the event that the Chamber abandons the Demised Premises for a period of longer than sixty
266 (60) days or permits the Demised Premises to be used other than for the Permitted Use, and
267 such default shall not be cured within thirty (30) days after City shall have given to the
268 Chamber notice specifying such default or defaults under Paragraph 21 above, (regardless of
269 the pendency of any bankruptcy, reorganization, receivership, insolvency or other
270 proceedings, at law, in equity, or before any administrative tribunal, which has prevented or
271 might prevent compliance by the Chamber with the terms of this Lease) then in any such
272 event City shall have the right at its election, at any time thereafter, to re-enter and take
273 complete and peaceable possession of the Demised Premises and any and all improvements
274 then forming part of the Demised Premises and to declare the Term of this Lease ended by
275 written notice, whereupon this Agreement and all the right, title and interest of the Chamber
276 thereunder shall terminate and be of no further force or effect. In the event of such
277 declaration, City shall have the right to sue for and recover all sums accrued up to the time of
278 such termination, including damages arising out of any breach on the part of the Chamber.
279 City shall also have the right without re-entering the Demised Premises or terminating this
280 Lease, to sue for and recover all sums, including damages, at any time and from time to time
281 accruing hereunder.

282

283 The parties hereto further agree that City also retains all other remedies at common law, or
284 by statute, or under the City Charter, or state or federal constitution, upon default in the
285 observance or performance of any of the Chamber's covenants, agreement or obligations
286 hereunder. Any and all rights and remedies which City may have under this Lease or by
287 operation of law, either at law or in equity, upon any breach, shall be distinct, separate and
288 cumulative and shall not be deemed inconsistent with each other; and no one of them,
289 whether exercised by City or not, shall be deemed to be in exclusion of any other; and any
290 two or more of all such rights and remedies may be exercised at the same time.

291

292 26. Surrender of Demised Premises. At the expiration of the Term, or upon any other
293 termination of the Lease, the Chamber shall surrender possession of the Demised Premises

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294 free and clear of any, mortgages, liens, judgments, or any other interest of any person
295 whatsoever, and shall execute all documents reasonably requested by City to effectuate the
296 surrender and conveyance.

297
298 27. Holding Over. No holding over by the Chamber upon expiration of the Term of this
299 Lease shall be construed as an extension or renewal of the Lease. In the event the Chamber
300 shall hold over, City shall have the right to pursue its remedies hereunder or as provided by
301 any law and the Chamber shall be liable to City for such damages and expenses including
302 loss of rent for such holding over.

303
304 28. Right of First Refusal. If at any time during the Term of this Lease or any extension
305 thereof the City determines that it intends to sell, transfer, or otherwise convey all or any
306 portion of the real property located at **501 Rehoboth Avenue** or **306 Rehoboth Avenue**,
307 Rehoboth Beach, Delaware (each a “Subject Property”), the City shall first offer such
308 Subject Property to the Chamber in accordance with this Section, and as outlined in the
309 Charter of the City of Rehoboth. The City shall provide the Chamber with written notice of
310 its intent to sell a Subject Property, including the material terms and conditions of the
311 proposed sale, the purchase price, and any significant contingencies (“Sale Notice”). The
312 Chamber shall have sixty (60) days from receipt of the Sale Notice to notify the City in
313 writing of its election to purchase the Subject Property on the terms stated in the Sale
314 Notice. If the Chamber does not timely exercise this Right of First Refusal, the City may sell
315 the Subject Property to a third party on terms no more favorable to the purchaser than those
316 offered to the Chamber. If the City does not consummate such sale within one hundred
317 eighty (180) days, or proposes materially different terms, the City shall again comply with
318 this Section prior to any sale. This Right of First Refusal applies independently to each
319 Subject Property. The City may elect to sell either property separately or both together;
320 provided, however, that if both are offered as part of a single transaction, the Chamber shall
321 have the right to purchase both on the same terms. Nothing herein obligates the City to sell
322 any Subject Property, and the decision whether to sell shall remain in the City’s sole
323 discretion. This Right of First Refusal shall terminate automatically upon expiration or
324 earlier termination of this Lease unless otherwise agreed in writing by the parties.

325
326 29. Leasehold Only. This Agreement shall create the relationship of landlord and tenant
327 between City and the Chamber; no estate shall pass out of City, and the Chamber only has a
328 leasehold interest, not subject to levy or sale.

329
330 30. Fixtures. All of the Chamber’s personal property not affixed to the Demised
331 Premises by the Chamber shall at all times remain its personal property and may be removed
332 from time to time by the Chamber, provided that the Chamber restores any physical damage
333 to the Demised Premises resulting from such removal. Any fixtures installed by the Chamber
334 shall upon installation become part of the improvements.

335
336 31. Security Interest. To protect City in the event the Chamber defaults hereunder, the
337 Chamber hereby grants to City a continuing security interest for all rent and other sums of
338 money becoming due hereunder from the Chamber, upon all goods, wares, chattels, fixtures,
339 furniture and other personal property of the Chamber which are or may be located in the

Lea

340 Property and the proceeds thereof, none of which may be removed from the Property without
341 City's consent so long as any rent or other such sums are owed to City. The Chamber shall,
342 on its receipt of a written request therefor from City, execute such financing statements,
343 continuation statements and other instruments as are necessary or desirable, in City's
344 judgment, to perfect such security interest.

345
346 32. Waiver; Remedies Cumulative. The failure or delay of City or the Chamber to insist
347 upon a strict performance of any of the terms, conditions and covenants herein, shall not be
348 deemed a waiver of any rights or remedies that City or the Chamber may have and shall not
349 be deemed a waiver of any subsequent breach or default in the terms, conditions and
350 covenants herein contained. The rights and remedies of City set forth in this Lease shall be in
351 addition to any other right and remedy now and hereafter provided by law. All rights and
352 remedies shall be cumulative and not exclusive of each other, and City may exercise its rights
353 and remedies at any time, in any order, to any extent, and as often as City deems advisable
354 without regard to whether the exercise of one right or remedy precedes, concurs with, or
355 succeeds the exercise of another. A single or partial exercise of a right or remedy shall not
356 preclude a further exercise thereof or the exercise of another right or remedy from time to
357 time. No waiver of a default shall be effective, unless it is in writing.

358
359 33. Condemnation. If the whole of any part of Demised Premises shall be taken or
360 condemned by any competent authority for any public or equal public use or purpose, then,
361 and in that event, the term of this Lease shall cease and terminate from the date when the
362 possession of the part so taken shall be required for such use or purpose, and the entire
363 amount of the condemnation award shall be paid to City. The Chamber hereby assigns to City
364 any amount awarded as damages or paid as a result of any such condemnation, or threatened
365 condemnation, and the Chamber agrees that it shall have no claim against City or the
366 condemning authority for the value of any unexpired term of this Lease, leasehold
367 improvements or good will.

368
369 34. Notices. All notices and other communications under or pursuant to this Agreement,
370 except for any notice required under applicable law to be given in another manner, shall be in
371 writing and shall be given (and shall be deemed to have been duly given upon receipt) by
372 delivery in person or by, overnight courier delivery service, or overnight registered or
373 certified mail, postage pre-paid, return receipt requested, as follows:

374
375 If to CITY:
376
377 City of Rehoboth Beach
378 Attn: City Manager
379 229 Rehoboth Avenue
380 Rehoboth Beach, Delaware 19971
381 (302) 227-6181

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382 If to THE CHAMBER:

383

384

Rehoboth Beach - Dewey Beach Chamber of Commerce

385

Attn: President/CEO

386

306 Rehoboth Avenue

387

Rehoboth Beach, Delaware 19971

388

(302) 227-2233

389

390 35. Entire Agreement. It is expressly understood and agreed by and between the parties
391 hereto that this Lease sets forth all the promises, agreements, conditions and understandings
392 between City and the Chamber relative to the Demised Premises, and that there are no
393 promises, agreements, conditions or understandings, either oral or written, between them
394 other than are herein set forth. It is further understood and agreed that, except as herein
395 otherwise provided, no subsequent alteration, amendment, change or addition to this Lease
396 shall be binding upon City or the Chamber unless reduced to writing and signed by them.

397

398 36. No Third-Party Beneficiaries. This Lease is not intended to create any rights or
399 remedies enforceable by any third party. There are no third-party beneficiaries of any
400 provision of this Lease.

401

402 37. Waiver of Jury Trial. In case of any dispute arising between the parties hereto, each
403 party hereby irrevocably waives its right to a trial by jury as to any and all issues and agrees
404 to a bench trial.

405

406 38. Interpretation. No question of interpretation with regard to this Agreement shall be
407 based upon the consideration of authorship.

408

409 39. Counterparts. This Agreement may be executed in counterparts, each of which taken
410 together shall be considered an original.

411

412 40. Binding Agreement. This Agreement shall be binding on the Parties hereto and their
413 successors.

414

415 41. Legal Advice. The parties hereto have the absolute right to have this Agreement
416 reviewed by an attorney and hereby expressly acknowledge that they have not relied on any
417 oral or written representations, warranties, agreements, or undertakings that are not fully
418 expressed in this Agreement. The parties acknowledge that they have had a reasonable
419 opportunity to consult with an attorney regarding the terms of this Agreement.

419

420 42. Attorneys' Fees. The prevailing party in any adjudicated dispute between the parties
421 shall be entitled to its reasonable attorneys' fees and costs.

422

423 43. Choice of Law and Forum. In any dispute arising between the parties, the law of the
424 State of Delaware, without regard to its rules on conflicts of law, shall govern. The exclusive
425 forums for any dispute shall be the courts of the State of Delaware or the United States
426 having personal jurisdiction of the parties and where venue may be proper.

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427 *BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.*

Lea

428 IN WITNESS WHEREOF, this Lease has been executed by the parties hereto
429 as of the day and year first above written.

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CITY:

THE CITY OF REHOBOTH BEACH

By: _____(SEAL)
Mayor Stan Mills

441 *[CORPORATE SEAL]*

ATTEST: _____(SEAL)

442
443
444

445 STATE OF DELAWARE)

446 : ss.

447 COUNTY OF SUSSEX)

448
449

450 BE IT REMEMBERED, that on this ___ day of _____, 2026, personally
451 came before me the Subscriber, a Notary Public for the State and County aforesaid, Mayor
452 Stanley A Mills Jr. of the CITY OF REHOBOTH BEACH, a municipal corporation of the
453 State of Delaware, party to this Indenture, who acknowledged this Indenture to be his act
454 and deed, and the act and deed of the said municipal corporation, that the signature of the
455 Mayor is in his own handwriting, that the seal affixed is the common and corporate seal of
456 the said municipal corporation duly affixed by its authority, and that the act of signing,
457 sealing, acknowledging and delivering the said Indenture was first duly authorized by the
458 City Commissioners of the said municipal corporation.

459
460

GIVEN under my hand and seal of office, the day and year aforesaid.

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Notary Public

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Lea

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THE CHAMBER:

**REHOBOTH BEACH - DEWEY BEACH
CHAMBER OF COMMERCE**

Attest: _____

By: _____
Kate VanVorst, President/CEO

STATE OF DELAWARE)

) ss.

SUSSEX COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2026,

personally came before me, a Notary Public for the State of Delaware, Kate VanVorst,

President and CEO of the **REHOBOTH BEACH - DEWEY BEACH CHAMBER OF**

COMMERCE,

a Delaware corporation, party to this Indenture, who acknowledged this Indenture to be their

act and deed, and the act and deed of the said entity, that the signature is in their own

handwriting, and that the act of signing, acknowledging and delivering the said Indenture was

first duly authorized.

GIVEN under thy Hand and Seal of office the day and year aforesaid.

NOTARY PUBLIC

Lea

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EXHIBIT "A"

497

DEMISED

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PREMISES

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INSERT PROPERTY MATERIALS FROM APPRAISAL

Rehoboth Beach - Dewey Beach Chamber of Commerce & Visitors Center

“The Nation’s Summer Capital”

May 14, 2026

Mayor Stan Mills &
City of Rehoboth Beach Commissioners
Rehoboth Beach City Hall
229 Rehoboth Avenue
Rehoboth Beach, DE 19971

Dear Mayor Mills and City of Rehoboth Beach Commissioners,

I write to you on behalf of the Rehoboth Beach – Dewey Beach Chamber of Commerce (RBDBCC), its Board of Directors and membership in response to discussion that took place during the Monday, May 4, 2026, Mayor & Commissioners Meeting regarding the lease for the property at 501 Rehoboth Avenue. This letter is also meant to address the letter sent to the Mayor & Commissioners from the Rehoboth Beach Historical Society & Museum (RBHS).

The RBDBCC has leased the railroad station building since the 1960’s under various landlords. Beginning in 1988, they maintained and operated the railroad station at 501 Rehoboth Avenue as a Visitors Center; playing an integral role in facilitating its restoration and donation of the property from the Rehoboth Railroad Station Preservation Society to the City of Rehoboth Beach. That role was undertaken with the understanding that the Chamber would operate the property as a Visitors Center while being a steward of its historical significance. Over the past 38 years, while the Chamber has expanded its offices to accommodate growing administrative responsibilities, it has continued to operate & maintain the 501 Rehoboth Ave. property as a year-round Visitors Center. The RBDBCC has historically carried the bulk of financial responsibility for the 501 Rehoboth Avenue property. The RBDBCC has made large financial investments into the property including staffing, system maintenance, utilities, and improvements - see attached expense breakdown for the past 3 years. The Chamber’s dedicated staff have welcomed residents and visitors alike, providing valuable area information and services to the community.

Over the past year, the Chamber conducted lease negotiations in good faith with City of Rehoboth Beach staff per standard procedure between landlord and tenant. A lease slated to begin in 2027 was negotiated, pending Commissioner approval, and includes a considerable increase in rental rate as well as increased maintenance responsibilities for the RBDBCC. The lease for 501 Rehoboth Avenue has historically been between the City of Rehoboth Beach and the RBDBCC as was intended when the building was donated to the city and we would ask that this arrangement continue. We have met with representatives from the RBHS and believe our organizations can work together independently of the City of Rehoboth Beach to continue to preserve the railroad station property and promote its role in the area’s rich history.

Mission: To promote business, tourism and civic responsibility.

PO Box 216 · 306 Rehoboth Avenue · Rehoboth Beach, Delaware 19971
302-227-2233 · 302-227-8351 (fax) · www.Beach-Fun.com · rehoboth@beach-fun.com

Rehoboth Beach - Dewey Beach Chamber of Commerce & Visitors Center

“The Nation’s Summer Capital”

The Chamber’s mission is “To promote business, tourism, and civic responsibility.” The RDBBCC has been a faithful partner with the City of Rehoboth Beach, Town of Dewey Beach, and surrounding 19971 resort area to ensure that this mission is accomplished to the benefit of visitors and residents alike. Operation of the 501 Rehoboth Avenue property as a Visitor Center has been a key component of this mission and the RDBBCC has been a dedicated steward of the property’s historical significance while doing so. We look forward to our continued partnership with the City of Rehoboth Beach in supporting a vibrant, thriving community.

Respectfully submitted,

A handwritten signature in black ink that reads "Kate VanVorst". The signature is written in a cursive style. To the right of the signature is a faint, light purple graphic of a beach landscape with waves and a sun.

Kate VanVorst
President/CEO
Rehoboth Beach – Dewey Beach
Chamber of Commerce

Mission: To promote business, tourism and civic responsibility.

PO Box 216 · 306 Rehoboth Avenue · Rehoboth Beach, Delaware 19971

302-227-2233 · 302-227-8351 (fax) · www.Beach-Fun.com · rehoboth@beach-fun.com

LEASE ADDENDUM

This document, known as the "addendum", is created this ____ day of _____, 2026 shall be added to the lease agreement dated the ____ day of _____, 2026 by and between the CITY OF REHOBOTH BEACH, a municipal corporation of the State of Delaware, with an address of 229 Rehoboth Avenue, Rehoboth Beach, Delaware 19971, ("City"), and REHOBOTH BEACH - DEWEY BEACH CHAMBER OF COMMERCE., a Delaware corporation, with a mailing address of 306 Rehoboth Avenue, Rehoboth Beach, DE, 19971, ("Chamber"). for the leased property located at 501 Rehoboth Avenue, Rehoboth Beach, DE, 19971.

The lease agreement is hereby amended as follows:

- 1. The Chamber and the City acknowledge and agree that the Demised Premises is a historically significant property.
2. The Chamber and the City agree that neither party shall take any action that would jeopardize the property's historic designation.
3. The Chamber and the City further agree that neither party shall make any structural alterations, additions, or improvements to the Demised Premises, pursuant to Section 6(b), Section 10, Section 11 or any other applicable provision of the lease, without consultation from the Rehoboth Beach Historical Society.

We, the CITY OF REHOBOTH BEACH and THE REHOBOTH BEACH – DEWEY BEACH CHAMBER OF COMMERCE, agree to amendments to the lease agreement. Any changes made are legally binding upon signature of both parties.

CITY: THE CITY OF REHOBOTH BEACH

By: _____(SEAL)
Mayor Stan Mills

[CORPORATE SEAL]

ATTEST: _____(SEAL)

BE IT REMEMBERED, that on this ____ day of _____, 2026, personally came before me the Subscriber, a Notary Public for the State and County aforesaid, Mayor Stanley A Mills Jr. of the CITY OF REHOBOTH BEACH, a municipal corporation of the State of Delaware, party to this Indenture, who acknowledged this Indenture to be his act and deed, and the act and deed of the said municipal corporation, that the signature of the Mayor is in his own handwriting, that the seal affixed is the common and corporate seal of the said municipal

LEASE ADDENDUM

corporation duly affixed by its authority, and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the City Commissioners of the said municipal corporation.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

THE CHAMBER: REHOBOTH BEACH - DEWEY BEACH CHAMBER OF COMMERCE

By: _____

Kate VanVorst, President/CEO

ATTEST: _____(SEAL)

BE IT REMEMBERED, that on this _____ day of _____, 2026, personally came before me, a Notary Public for the State of Delaware, Kate VanVorst, President and CEO of the REHOBOTH BEACH - DEWEY BEACH CHAMBER OF COMMERCE, a Delaware corporation, party to this Indenture, who acknowledged this Indenture to be their act and deed, and the act and deed of the said entity, that the signature is in their own handwriting, and that the act of signing, acknowledging and delivering the said Indenture was first duly authorized.

GIVEN under my hand and seal of office, the day and year aforesaid.

Notary Public

DATE: June 1, 2026

VERSION: 1

TOPIC: Lease agreement for Rehoboth Beach Main Street located at 509 Rehoboth Avenue, Rehoboth Beach, DE 19971

MEETING: Mayor and Commissioners Meeting on June 8, 2026

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AGREEMENT OF LEASE

This AGREEMENT OF LEASE (“**Agreement**” or “**Lease**”) is made as of the first day of April, 2026, by and between the CITY OF REHOBOTH BEACH, a municipal corporation of the State of Delaware, with an address of 229 Rehoboth Avenue, Rehoboth Beach, Delaware 19971, (“**City**”), and REHOBOTH BEACH MAIN STREET, INC., a Delaware corporation, with a mailing address of PO Box 50, Rehoboth Beach, DE, 19971, (“**Main Street**”).

WHEREAS, City is the owner of certain property located at 509 Rehoboth Avenue in the City of Rehoboth Beach, Sussex County, State of Delaware, and more particularly identified as the location of a certain 1,350 +/- square foot structure detailed in the City Property Record attached hereto as **EXHIBIT A** (the “**Demised Premises**” or the “**Property**”); and

WHEREAS, City has allowed Main Street to use the Property for multiple years to operate Rehoboth Beach Main Street, Inc, for the purpose of promoting the local economy; and

WHEREAS, the Parties hereto are desirous of clarifying and modifying the relationship between City and Main Street.

WITNESSETH, that for or in consideration of the rents, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

- 1. Demised Premises.
 - a. City hereby grants and demises unto Main Street and Main Street hereby accepts and leases from City, upon the conditions and covenants set forth herein, the building City owns located at the Demised Premises.
- 2. Term. The initial term of this Lease shall be for five (5) years (the “**Term**”), beginning on April 1, 2026 (the “**Commencement Date**”) and shall expire on March 31, 2031 (the “**Expiration Date**”), without the necessity of any notice from either City or Main Street to terminate the same, unless this Term is extended as provided in Paragraph 3 hereafter.
- 3. Extension of Lease Term. Main Street may elect to extend the Term for five (5) additional year upon the same terms and agreements herein contained, by giving written notice to City at least six (6) months prior to the Expiration Date.
- 4. Rent. Throughout the term of this lease and any extension thereof Main Street agrees to pay City rent for the Premises in the amount of ONE DOLLAR (\$1) per year.

There shall be no security deposit. For each rent payment that is late, and for each check of Main Street deposited by City and returned unpaid for any reason, Main Street shall pay on demand an

44 amount equal to five percent (5%) of the check or late amount, plus interest at the rate of twelve
45 percent (12%) per annum which shall begin to accrue on the eleventh calendar day and continue
46 thereafter until paid in full. Any payment other than the base rent due from Main Street including,
47 but not limited to late fees, interest, and other charges and payments due from Main Street shall be
48 defined separately from the Base Rent and paid under the same terms as the Base Rent.

49
50 5. Condition of Demised Premises.

- 51
52 a. Except as provided herein below, the Demised Premised is being leased “as-is”
53 without any representations or warranties as to the property’s fitness for any
54 particular purposes related to Main Street’s planned uses and reasons for
55 occupancy.
56
57 b. Main Street may, at its sole expense, perform an inspection of major systems,
58 including but not limited to heating, ventilation, and air conditioning (“HVAC”),
59 plumbing, sewer and electrical. It shall be at City’s sole discretion whether to make
60 any repairs or replace any equipment.

61
62 6. Use of Demised Premises.

- 63
64 a. The Demised Premised shall be occupied and used by Main Street for the operation
65 of Main Street and for no other use or uses without the prior written consent of City,
66 which may be withheld for any reason or no reason. The uses defined in the
67 preceding sentence of this paragraph shall collectively be hereinafter referred to as
68 the “**Permitted Use**”. Main Street acknowledges that neither City nor any agent of
69 City has made any representations or warranties with respect to the suitability of
70 the Property for the use of Main Street or with respect to the quality, nature or
71 adequacy of air, water, or electric within the Property. Main Street shall not perform
72 any acts or carry out any practices which may cause damage to the Property or
73 Property or constitute a nuisance or unsanitary condition as defined by City subject
74 to normal wear and tear for a premises of its type and use.
75
76 b. Notwithstanding Paragraph 7 herein, City and Main Street acknowledge and agree
77 that Main Street shall not make alterations, additions and/or improvements to the
78 Demised Premises without the written consent of City, which consent may be
79 withheld for any reason or no reason, and Main Street shall bear the cost of all such
80 alterations, additions and/or improvements made to the Demised Premises by Main
81 Street. Notwithstanding the foregoing, the parties hereto agree that minor
82 alterations and/or improvements (including but not limited to aesthetic
83 improvements to the interior of the Demised Premised) shall not require the written
84 consent of the City.
85
86 c. Main Street shall be solely responsible for obtaining, at its own cost and expense,
87 any and all approvals by all applicable and governmental authorities, agencies or
88 departments having jurisdiction over the Demised Premises that are necessary

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during the Term of this Agreement for Main Street to lawfully conduct its business at the Demised Premises.

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7. Termination of Prior Leases.

- a. Main Street agrees that no interest or estate in the land or structures owned by City has been acquired by the use and occupancy of land of City prior to the date this Lease is last signed and that Main Street does not and shall not claim at any time in the future any interest in City’s property, except as provided herein.
- b. City and Main Street agree that any prior lease between the parties with respect to the Property terminated. This Agreement contains the entire agreement of the parties with respect to the Property and supersedes all prior negotiations, agreements, and understandings with respect thereto.

8. Taxes. Main Street shall pay any taxes which may be assessed, levied or imposed against Main Street to engage in its business.

9. RESERVED

10. Repairs and Maintenance. Main Street shall be responsible for and shall bear the costs of all interior maintenance, repairs and or replacements required to be made to the Demised Premises. Main Street shall at all times maintain the interior of the Demised Premises in a clean, neat and orderly condition. Main Street shall provide janitorial services to the Demised Premises at Main Street’s expense.

11. Improvements by City. Main Street agrees that City, at City’s sole discretion, may make alterations, additions and/or improvements to the Demised Premises that do not render the Demised Premises unusable for Main Street’s purposes during the Term of this Lease or any extension thereof. Notwithstanding the foregoing, City is in no way required to make any such improvements.

12. Parking. Main Street agrees that City has sole authority over any and all parking areas appurtenant to the Demised Premised. City may, but is not required to, permit Main Street to use such parking areas. Any parking privileges granted by City to Main Street hereunder from time to time may be modified, suspended or revoked by City for any reason deemed necessary or convenient by City, including but not limited to community or special events, utility, sidewalk or road repairs, or emergency situations.

13. Mechanics’ Liens. Main Street shall defend, indemnify and hold harmless City from any and all claims for labor or materials that may be incurred for maintenance, repairs, alterations, additions and/or improvements to the Demised Premises, including but not limited to any claims relating to Paragraph 7 herein. Notwithstanding Main Street’s faithful performance of its obligations with respect to any improvements, if any mechanics’ or materialmen’s liens are filed against the City, or in the land of which the improvements form a part, or against Main Street’s Estate, on account of any work done or materials supplied, City at its election, may pay and satisfy the same and in such event, the sums so paid by City, with interest at the highest legal rate

137 from the date of payment, shall be deemed to be Additional Rent due and payable by Main Street
138 upon notice and demand.

139
140 14. Trash Removal; Snow Removal. Main Street shall be responsible for and shall bear the
141 costs of trash collection services for the Demised Premises for removal of trash as necessary to
142 prevent excess accumulation, unsightly or unsanitary conditions, or a nuisance, as those terms are
143 defined by City. Main Street shall not burn or incinerate any rubbish, garbage or debris at, in or
144 about the Demised Premises. Main Street shall use its best efforts to remove snow and ice from
145 the sidewalks immediately adjacent to the Demised Premises. The parties acknowledge and agree
146 that City shall be responsible for the removal of snow and ice from the parking area appurtenant to
147 the Demised Premises.

148
149 15. Main Street's Other Expenses. Main Street shall be responsible for and shall bear the
150 costs of all maintenance and repair of the interior of the Demised Premises including but not
151 limited to all mechanical, heating, plumbing, sewer, and air-conditioning systems except as
152 otherwise agreed to by the parties hereto. City shall not be responsible or liable in any way
153 whatsoever for the quality, quantity, impairment, interruption, stoppage, or other interference with
154 service involving water, sewer, heat, air-conditioning, electric, electric current for light and power,
155 telephone or any other service arising from any conditions beyond the control of City (collectively,
156 "impairments"), or which are the responsibility of Main Street, unless any such impairment is
157 attributable to the City's use of any shared services.

158
159 16. City Expenses. City agrees that, during the Term of this Lease or any extension thereof, it
160 shall, at its expense, maintain and repair the exterior of the Demised Premises. City shall be the
161 sole judge as to if and when any repairs are necessary. City will make a reasonable effort to
162 schedule repairs at a time suitable to Main Street.

163
164 17. Main Street's Compliance with Laws, Ordinances and Regulations. Main Street shall
165 observe and comply with all laws, ordinances and regulations of public authorities applicable to its
166 business. Main Street shall obtain all necessary licenses, approvals, permits, and any other
167 permissions, and pay all required fees pertaining to Main Street's use of the Demised Premises.

168
169 18. Subletting. Main Street shall not sublet, assign or transfer the Demised Premises, for all
170 or any part of the Term hereby granted, and any such action shall be void.

171
172 19. City's Inspection. In case of an emergency or at other reasonable times, City and persons
173 designated by it have the right to enter the Demised Premises or any structure located thereon to
174 examine the same in accordance with the provisions set forth herein. City may enter the Demised
175 Premises at reasonable hours and upon 24-hours' notice, except in case of emergencies. City, at
176 its election, may enter to do such work as City shall deem necessary upon failure of Main Street
177 to do such work as requested by the City, but only after reasonable notice by City. All sums
178 expended by City on such work shall be deemed additional rent due and payable by Main Street
179 upon notice.

180
181 20. Fire or Casualty. In the event the Demised Premises are totally destroyed by fire or other
182 casualty or are damaged to such an extent that they cannot be occupied by Main Street, this

183 Agreement and all the right, title and interest of Main Street thereunder shall terminate and be of
184 no further force or effect. In the event that the Demised Premises are damaged by fire or other
185 casualty, Main Street shall notify City within five (5) days.
186

187 21. Indemnity. Main Street will defend and indemnify City and save it harmless from and
188 against any and all claims, actions, damages, liability and expense including reasonable
189 attorneys' fees and other litigation expenses ("Claims"), including but not limited to any Claim
190 relating to 10 *Del. C.* § 4012(2) if litigation is threatened or commenced that names City in
191 connection with or arising from or out of the occupancy or use by Main Street of the Demised
192 Premises or any part thereof, including the destruction of any improvements, or occasioned
193 wholly or in part by any act or omission of Main Street, its agents, contractors, employees and
194 servants.
195

196 22. Insurance. Main Street shall, at its sole cost and expense, but for the mutual benefit of
197 the City and the Main Street during the Term, keep in full force and effect the following
198 insurance policies and coverages. Main Street agrees during the Term to furnish City with a
199 certificate of insurance or other acceptable evidence, as reasonably determined by City, that such
200 insurance is in full force and effect.
201

- 202 a. Workers' Compensation. To the extent Main Street has employees working at the
203 Demised Premises, Workers' compensation insurance satisfying statutory limits of
204 the Workers' Compensation Laws of the State of Delaware.
205
- 206 b. General Liability Insurance. General liability insurance providing coverages
207 substantially similar to the types and amount of coverages as those provided by the
208 general liability insurance policy maintained as of the date of this Lease with United
209 States Liability Insurance Company, Policy Number NBP1556568H, effective
210 April 11, 2026, evidenced by a Certificate of Liability Insurance, dated June 1,
211 2026, naming The City of Rehoboth Beach, its officers, employees, and agents as
212 additional insured including a waiver of subrogation that applies in favor of the
213 additional insureds, a copy of which has been provided to the City by Main Street.
214
- 215 c. City's Reservation of Rights/Defenses. The foregoing provisions shall not be
216 construed to constitute a waiver by City of any defense of sovereign immunity in
217 any claim against it. City expressly reserves the right to raise such defense(s).
218

219 23. Quiet Possession; City's Indemnification of Main Street. City, as a municipal corporation
220 and instrumentality of the State of Delaware, covenants and warrants that for so long as Main
221 Street performs its obligations hereunder, City will keep and maintain Main Street in exclusive,
222 quiet, peaceable, undisturbed and uninterrupted possession of the Demised Premises during the
223 term of this Lease. City warrants and represents that it has the power and authority to lease the
224 Demised Premises to Main Street for its use.
225

226 24. Notice of Defaults/Termination of Lease. City, upon providing Main Street any notice of
227 any default under this Agreement, shall include a reasonably clear explanation as to the nature of

228 the default and the action required under this Agreement to either correct or remedy any such
229 default.

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25. Default. In the event that during the Term of this Lease, Main Street shall default in the payment of any sum herein specified to be paid by Main Street, or in the observance or performance of any of Main Street's covenants, agreements or obligations hereunder, or in the event that Main Streets abandons the Demised Premises for a period of longer than sixty (60) days or permits the Demised Premises to be used other than for the Permitted Use, and such default shall not be cured within thirty (30) days after City shall have given to Main Street notice specifying such default or defaults under Paragraph 21 above, (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which has prevented or might prevent compliance by Main Street with the terms of this Lease) then in any such event City shall have the right at its election, at any time thereafter, to re-enter and take complete and peaceable possession of the Demised Premises and any and all improvements then forming part of the Demised Premises and to declare the Term of this Lease ended by written notice, whereupon this Agreement and all the right, title and interest of Main Street thereunder shall terminate and be of no further force or effect. In the event of such declaration, City shall have the right to sue for and recover all sums accrued up to the time of such termination, including damages arising out of any breach on the part of Main Street. City shall also have the right without re-entering the Demised Premises or terminating this Lease, to sue for and recover all sums, including damages, at any time and from time to time accruing hereunder.

The parties hereto further agree that City also retains all other remedies at common law, or by statute, or under the City Charter, or state or federal constitution, upon default in the observance or performance of any of Main Street's covenants, agreement or obligations hereunder. Any and all rights and remedies which City may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by City or not, shall be deemed to be in exclusion of any other; and any two or more of all such rights and remedies may be exercised at the same time.

26. Surrender of Demised Premises. At the expiration of the Term, or upon any other termination of the Lease, Main Street shall surrender possession of the Demised Premises free and clear of any, mortgages, liens, judgments, or any other interest of any person whatsoever, and shall execute all documents reasonably requested by City to effectuate the surrender and conveyance.

27. Holding Over. No holding over by Main Street upon expiration of the Term of this Lease shall be construed as an extension or renewal of the Lease. In the event Main Street shall hold over, City shall have the right to pursue its remedies hereunder or as provided by any law and Main Street shall be liable to City for such damages and expenses including loss of rent for such holding over.

28. Leasehold Only. This Agreement shall create the relationship of landlord and tenant between City and Main Street; no estate shall pass out of City, and Main Street only has a leasehold interest, not subject to levy or sale.

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29. Fixtures. All of the Main Street’s personal property not affixed to the Demised Premises by the Main Street shall at all times remain its personal property and may be removed from time to time by the Main Street, provided that the Main Street restores any physical damage to the Demised Premises resulting from such removal. Any fixtures installed by Main Street shall upon installation become part of the improvements.

30. Security Interest. To protect City in the event Main Street defaults hereunder, Main Street hereby grants to City a continuing security interest for all rent and other sums of money becoming due hereunder from Main Street, upon all goods, wares, chattels, fixtures, furniture and other personal property of Main Street which are or may be located in the Property and the proceeds thereof, none of which may be removed from the Property without City’s consent so long as any rent or other such sums are currently owed to City. Main Street shall, on its receipt of a written request therefor from City, execute such financing statements, continuation statements and other instruments as are necessary or desirable, in City’s judgment, to perfect such security interest.

31. Waiver; Remedies Cumulative. The failure or delay of City or Main Street to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that City or Main Street may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. The rights and remedies of City set forth in this Lease shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other, and City may exercise its rights and remedies at any time, in any order, to any extent, and as often as City deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds the exercise of another. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof or the exercise of another right or remedy from time to time. No waiver of a default shall be effective, unless it is in writing.

32. Condemnation. If the whole of any part of Demised Premises shall be taken or condemned by any competent authority for any public or equal public use or purpose, then, and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, and the entire amount of the condemnation award shall be paid to City. Main Street hereby assigns to City any amount awarded as damages or paid as a result of any such condemnation, or threatened condemnation, and Main Street agrees that it shall have no claim against City or the condemning authority for the value of any unexpired term of this Lease, leasehold improvements or goodwill.

33. Notices. All notices and other communications under or pursuant to this Agreement, except for any notice required under applicable law to be given in another manner, shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or by, overnight courier delivery service, or overnight registered or certified mail, postage pre-paid, return receipt requested, as follows:

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If to CITY:

City of Rehoboth Beach
Attn: City Manager
229 Rehoboth Avenue
Rehoboth Beach, Delaware 19971
(302) 227-6181

If to MAIN STREET:

Rehoboth Beach Main Street, Inc.
Attn: Executive Director
PO BOX 50
Rehoboth Beach, Delaware 19971
(302) 227-2772

34. Entire Agreement. It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions and understandings between City and Main Street relative to the Demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon City or Main Street unless reduced to writing and signed by both parties.

35. No Third-Party Beneficiaries. This Lease is not intended to create any rights or remedies enforceable by any third party. There are no third-party beneficiaries of any provision of this Lease.

36. Waiver of Jury Trial. In case of any dispute arising between the parties hereto, each party hereby irrevocably waives its right to a trial by jury as to any and all issues and agrees to a bench trial.

37. Interpretation. No question of interpretation with regard to this Agreement shall be based upon the consideration of authorship.

38. Counterparts. This Agreement may be executed in counterparts, each of which taken together shall be considered an original.

39. Binding Agreement. This Agreement shall be binding on the parties hereto and their successors.

40. Legal Advice. The parties hereto have the absolute right to have this Agreement reviewed by an attorney and hereby expressly acknowledge that they have not relied on any oral or written representations, warranties, agreements, or undertakings that are not fully expressed in this Agreement. The parties acknowledge that they have had a reasonable opportunity to consult with an attorney regarding the terms of this Agreement.

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41. Attorneys' Fees. The prevailing party in any adjudicated dispute between the parties shall be entitled to its reasonable attorneys' fees and costs.

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42. Choice of Law and Forum. In any dispute arising between the parties, the law of the State of Delaware, without regard to its rules on conflicts of law, shall govern. The exclusive forums for any dispute shall be the courts of the State of Delaware or the United States having personal jurisdiction of the parties and where venue may be proper.

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BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.

375

DRAFT

376 IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of
377 the day and year first above written.

378

379

CITY:

380

THE CITY OF REHOBOTH BEACH

381

382

383

384

385

By: _____ (SEAL)

386

Mayor Stan Mills

387

388

389

[CORPORATE SEAL]

390

ATTEST: _____ (SEAL)

391

392 STATE OF DELAWARE)

393 : ss.

394 COUNTY OF SUSSEX)

395

396 BE IT REMEMBERED, that on this ___ day of _____, 2026, personally came
397 before me the Subscriber, a Notary Public for the State and County aforesaid, Mayor Stanley A
398 Mills Jr. of the CITY OF REHOBOTH BEACH, a municipal corporation of the State of
399 Delaware, party to this Indenture, who acknowledged this Indenture to be his act and deed, and
400 the act and deed of the said municipal corporation, that the signature of the Mayor is in his own
401 handwriting, that the seal affixed is the common and corporate seal of the said municipal
402 corporation duly affixed by its authority, and that the act of signing, sealing, acknowledging and
403 delivering the said Indenture was first duly authorized by the City Commissioners of the said
404 municipal corporation.

405

406 GIVEN under my hand and seal of office, the day and year aforesaid.

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409

Notary Public

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449

EXHIBIT "A"

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DEMISED PREMISES

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INSERT PROPERTY MATERIALS FROM APPRAISAL

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DRAFT



ADOPTION CONSIDERATION

Aged Building Safety Inspection Program

Chapter 208, Article II · Refinements since April 6

Building & Licensing Department · June 8, 2026



Where we are

- 1 Review** the refinements made since the April 6 introduction
- 2 Confirm** the program is targeted, risk-based, and administrable
- 3 Consider** adoption of Chapter 208, Article II

REQUESTED ACTION Consider adoption of Chapter 208, Article II



What changed since April 6

First-cycle compliance

12-month notice-triggered deadline

Appeals

Aligned with the existing Board framework

Cost recovery

Charter-based City cost recovery clarified

Transfer of ownership

Disclosure and acceptance added

Electrical

Third-party documentation, not City engineering review

Determinations

Written determinations and report criteria

Each change traces to a question raised April 6, to Solicitor review, or to both. Scope, thresholds, and structure are unchanged.



WHY THIS ORDINANCE

A reasonable, proportionate public-safety safeguard

- Older multi-story buildings in a coastal environment face a known long-term deterioration risk.
- Covered buildings receive a structural assessment at least every ten years and a façade, envelope, and balcony assessment at least every five years.
- The program identifies issues before they become emergencies — not after.



Not a blanket mandate

~25

covered buildings
citywide

- Applies to buildings 4+ stories or greater than 50 feet
- Smaller buildings reached only by risk-based designation or limited-scope trigger
- Detached one-family dwellings are excluded
- Chapter 208 stays focused on structural, façade, and exterior falling-hazard risk
- Plumbing, life-safety systems, elevators, signs, and awnings remain under existing building, fire, state, or property-maintenance authority
- Thresholds may be reviewed after first-cycle experience



Existing Board framework preserved

- Appeals are heard by the Board of Adjustment
- No separate or expedited appeal route is created
- An appeal does not pause enforcement of unsafe or imminently dangerous conditions
- Routine failure-to-file remains an administrative code-enforcement matter, not an appeal



What we heard — how it was addressed

DUCIOA overlap with state law	Prior reports may be considered if they meet Chapter 208 scope and sufficiency requirements
Availability of qualified professionals	Ordinance requires Delaware licensure, not local proximity
Repair timing	Repair Plans propose timelines based on the engineer's recommendation, subject to City review
Staff capacity	Handled within existing Building & Licensing workflows; no new position required



Clear policy signal, limited legal reach

What the ordinance does

- Assigns compliance responsibility to the building owner
- Adds recitals encouraging owners not to pass costs to tenants
- Signals the Commission's clear policy preference

What it cannot do

- Override existing triple-net (NNN) leases that already allocate costs
- Function as an enforceable prohibition — the recitals are policy guidance
- Create a private right of action

Confirmed by the City Solicitor: the City may require inspections and repairs, but may not dictate cost allocation in an existing private lease.



Owner-funded, condition-driven, and proportionate

What we can say now

- Owner-funded by design
- Costs vary by size, access, scope, and condition
- Repairs are condition-driven, not ordinance-created
- No current-code retrofit solely due to age

Built-in cost controls

- Limited-scope reports where appropriate
- Prior professional reports may be considered if sufficient
- Repair Plan timelines based on engineer recommendations
- City review fees, if any, established by resolution under the adopted fee schedule



Useful documentation — not a substitute

Where it does not substitute

- Proof of insurance is not a signed, sealed inspection on a public schedule
- Carrier practices vary; coverage can lapse or change
- The program's value is proactive, recurring professional evaluation

Where it fits

- A carrier or prior engineering report may be considered
- It must meet Chapter 208 scope and sufficiency requirements
- This accommodates the concern without replacing the program



REQUESTED ACTION

Consider adoption of Chapter 208, Article II

WHY NOW

- Refined through Solicitor review
- Targeted to a known, documented risk
- Administratively manageable within existing staff
- A measured response to a known risk

A recurring inspection cycle for covered buildings over 30 years old is a sensible minimum safeguard.

Version: 2
Author: Corey Shinko
Topic: An ordinance to amend the City of Rehoboth Beach Code by establishing an aged building safety inspection program for certain existing buildings and exterior building components
Presentation Date: Mayor and Commissioners Meeting, June 8, 2026.

1 **AN ORDINANCE TO AMEND CHAPTER 208, PROPERTY MAINTENANCE**
2 **OF THE MUNICIPAL CODE OF THE CITY OF REHOBOTH BEACH, BY**
3 **ESTABLISHING AN AGED BUILDING SAFETY INSPECTION PROGRAM FOR**
4 **CERTAIN EXISTING BUILDINGS AND EXTERIOR BUILDING COMPONENTS**
5

6 **WHEREAS**, the Mayor and Commissioners of the City of Rehoboth Beach have a
7 responsibility to protect the public health, safety, and welfare by ensuring that buildings and
8 structures within the City are maintained in a safe and sound condition throughout their useful life;
9 and
10

11 **WHEREAS**, the Mayor and Commissioners of the City of Rehoboth Beach possess
12 authority under the laws of the State of Delaware, including Title 22 of the Delaware Code and the
13 City Charter, to enact regulations necessary to protect the public health, safety, and welfare,
14 including the maintenance and safety of buildings and structures within the City; and
15

16 **WHEREAS**, the City recognizes that certain building systems and exterior structural
17 components—particularly in aging, multi-story, and coastal buildings—are subject over time to
18 deterioration, corrosion, water intrusion, and other conditions that may not be readily apparent
19 without professional evaluation; and
20

21 **WHEREAS**, the tragic collapse of an aging residential building in Surfside, Florida,
22 underscored the importance of proactive inspection and maintenance of structural systems,
23 building envelopes, balconies, and similar exterior components in order to identify and address
24 hazardous conditions before they result in loss of life or property; and
25

26 **WHEREAS**, numerous municipalities have since adopted periodic inspection and
27 recertification programs for older buildings as a preventative public-safety measure, particularly
28 for multi-story residential, lodging, and mixed-use buildings; and
29

30 **WHEREAS**, the City of Rehoboth Beach is a coastal community with environmental
31 conditions that may accelerate deterioration of building materials and structural connections,
32 especially in buildings with elevated exterior elements exposed to salt air, moisture, and wind; and
33

34 **WHEREAS**, the Mayor and Commissioners find it appropriate to establish a structured,
35 risk-based inspection and reporting program for certain aging buildings and exterior building
36 components, while avoiding unnecessary regulation of detached single-family dwellings and
37 ensuring flexibility for limited-scope inspections where appropriate; and
38

39 **WHEREAS**, the City has adopted the International Property Maintenance Code and
40 related building codes, and the establishment of a periodic inspection program for existing
41 buildings is consistent with, and supplemental to, those adopted standards and the City's existing
42 enforcement authority; and
43

44 **WHEREAS**, the Mayor and Commissioners further find that the purpose of this Article is
45 to identify and address unsafe or deteriorated building conditions through professional evaluation
46 and appropriate repair, and not to require existing buildings to be retrofitted to current construction
47 codes solely due to age; and
48

49 **WHEREAS**, the Mayor and Commissioners strongly encourage owners of buildings
50 subject to this Article to bear the costs associated with inspections, testing, reporting, and
51 compliance required under this Article, and to refrain from passing such costs through to tenants,
52 whether directly or indirectly, including but not limited to through rent increases, additional fees,
53 or charges under lease provisions; and
54

55 **WHEREAS**, the preceding recital is intended as a statement of public policy and guidance
56 only and shall not be construed to impair, alter, or supersede any existing contractual rights or
57 obligations between private parties, nor to create a private right of action; and
58

59 **WHEREAS**, the Mayor and Commissioners find that the amendments set forth herein are
60 consistent with the public health, safety, and welfare and are necessary to protect residents,
61 visitors, and the general public;
62

63 **BE IT ORDAINED**, by the Commissioners of the City of Rehoboth Beach, in session met,
64 in the manner following to wit:
65

66 **Section 1.** Chapter 208 of the Code of the City of Rehoboth Beach, Delaware, 2001, as
67 further amended by adding a new Article II, consisting of § 208-14 through § 208-26, as follows:
68

69 **ARTICLE II**
70 **Aged Building Safety Inspection Program**
71

72 **§ 208-14. Purpose and intent.**
73

- 74 A. The purpose of this Article is to establish a periodic inspection and reporting program for
75 certain aging buildings and exterior building components to identify conditions requiring
76 corrective maintenance, repair, or immediate protective measures in order to protect the
77 public health, safety, and welfare.
78
- 79 B. The inspections and reports required by this Article constitute mandatory property
80 maintenance obligations. This Article supplements—but does not replace—the City’s
81 adopted codes and enforcement authority, including Chapter 102 (Building Construction),
82 the International Existing Building Code as adopted therein, the International Property
83 Maintenance Code as adopted in this chapter, and all other remedies available to the City
84 relating to unsafe or dangerous structures or conditions. The identification, or failure to
85 identify, a condition through this Article shall not be deemed a determination of
86 compliance with any other applicable requirement, nor shall it limit the City’s authority to
87 address unsafe, unsanitary, or otherwise unlawful conditions under any other provision of
88 law.
89

- 90 C. This Article shall be implemented in a manner that is risk-based, phased where appropriate,
91 and administratively executable, with particular consideration for coastal environmental
92 exposure and publicly accessible frontage where falling hazards present heightened risk.
93
- 94 D. Nothing in this Article shall be construed to create a duty or liability on the part of the City,
95 its officers, employees, or agents to any person or entity. The provisions of this Article are
96 adopted for the protection of the public health, safety, and welfare and shall not be
97 interpreted as creating a private cause of action or expanding civil liability against the City.
98

99 **§ 208-15. Definitions.**

- 100
- 101 A. Governing definitions; no zoning amendment.

102

103 The terms “building,” “structure,” “story,” and “height” are used in this Article solely for
104 purposes of administering this property maintenance inspection program and shall not be
105 construed to amend, supersede, or interpret Chapter 270 (Zoning). Except as expressly
106 defined herein, terms shall have the meanings set forth in the International Property
107 Maintenance Code as adopted in this chapter and the building codes adopted in Chapter
108 102, as applicable.

109

110 For purposes of this Article, the following terms shall have the meanings indicated:

111

112 **BALCONY/DECK SYSTEM**

113

114 Any elevated exterior platform, balcony, deck, stair, landing, railing, guard, or associated
115 structural attachment, including waterproofing interfaces, that is attached to or supported
116 by a building and is accessible, occupiable, or located above an area of pedestrian access
117 such that failure could create a falling hazard.

118

119 **BUILDING OFFICIAL / CODE OFFICIAL**

120

121 The official(s) authorized by the City to administer and enforce Chapter 102 and Chapter
122 208, or their designee.

123

124 **COVERED BUILDING**

125

126 Any building or structure located within the City meeting one or more of the following
127 criteria:

- 128
- 129 1. Any building four (4) stories or more or greater than fifty (50) feet in height,
130 excluding detached one-family dwellings; or
 - 131 2. Any building or structure designated by the Building Official as requiring
132 inspection under this Article based on documented Observable Damage, coastal
133 exposure, public occupancy characteristics, history of deterioration, or other
134

135 objective risk factors reasonably indicating elevated life-safety risk, documented in
136 writing and provided to the owner.

137
138 The story and height thresholds in this definition are program-eligibility criteria only and
139 do not create, modify, or authorize any zoning entitlement, dimensional standard, or
140 nonconformity determination under Chapter 270.

141
142 LIMITED-SCOPE COVERED BUILDING

143
144 A building that is three (3) stories or less and otherwise excluded from the definition of
145 “Covered Building,” excluding detached one-family dwellings, but that contains one or
146 more Balcony/Deck Systems or exterior appurtenances that, due to age, exposure,
147 configuration, or Observable Damage, warrant a limited-scope inspection to address
148 potential life-safety hazards.

149
150 DESIGN PROFESSIONAL

151
152 A Delaware-licensed professional engineer and/or architect, as appropriate to the scope of
153 work, competent by training and experience to perform the inspections required by this
154 Article and to sign and seal the required reports.

155
156 FAÇADE / BUILDING ENVELOPE

157
158 Exterior walls and wall-covering systems and any attached appurtenances, including
159 Balcony/Deck Systems, railings, parapets, cornices, and other exterior-mounted elements
160 that may present falling hazards or indicate envelope failure.

161
162 OBSERVABLE DAMAGE

163
164 Readily visible deterioration or distress, including cracking, spalling, corrosion staining,
165 displacement, deflection, exposed reinforcement, advanced rot, chronic water-intrusion
166 patterns, or similar visible indicators of deterioration or distress affecting structural
167 elements, façade systems, or Balcony/Deck Systems.

168
169 PRIMARY LOAD-BEARING SYSTEM (PLBS)

170
171 The assemblage of structural components forming the continuous load path by which
172 gravity and lateral forces are transferred to the foundation, including load-bearing walls,
173 beams, columns, slabs, bracing, and connections.

174
175 STORY (FOR PURPOSES OF THIS ARTICLE)

176
177 The number of stories above grade as shown on the City’s approved building permit plans
178 and/or certificate of occupancy record, or, if unavailable, as determined and certified by
179 the Design Professional based on the building’s as-built configuration.

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BUILDING HEIGHT (FOR PURPOSES OF THIS ARTICLE)

The height shown on the City’s approved building permit plans and/or certificate of occupancy record, or, if unavailable, as measured and certified by the Design Professional in a manner consistent with the building codes adopted under Chapter 102.

§ 208-16. Establishment; administration.

- A. There is hereby established an Aged Building Safety Inspection Program administered by the Building Official.
- B. The Building Official shall administer and enforce this Article and shall determine whether submitted inspection reports and Repair Plans comply with the requirements and standards expressly set forth herein.
- C. Nothing in this Article shall be construed as a certification, guarantee, or warranty by the City regarding the structural integrity, safety, or continued serviceability of any building or structure. Responsibility for evaluation, conclusions, and corrective work remains with the property owner and the licensed Design Professional preparing the required reports. The City’s review or acceptance of any report, or failure to identify any condition, shall not be deemed a representation that a building or structure is free from defects or unsafe conditions.
- D. Where the Building Official determines that a building may qualify as a Covered Building under the definition of Covered Building in § 208-15, the Building Official shall provide written notice to the owner describing the basis for the proposed designation. The owner shall be provided not less than fifteen (15) days to submit information or request reconsideration prior to final designation.
- E. Where the number of stories or building height cannot be determined from City permit records, certificate-of-occupancy records, or other reliable records or documentation, the Building Official may rely on certification by the Design Professional based on the building’s as-built configuration. If a dispute arises regarding the number of stories or building height for purposes of this Article, the determination of the Building Official shall control, subject to the appeal provisions of § 208-25.
- F. Technical assistance.

In administering this Article, the Building Official may consult with or retain qualified licensed design professionals, including engineers or architects, to assist in the review of inspection reports, Repair Plans, and related submissions where the Building Official determines that such technical assistance would aid in the review. The Building Official may rely on such technical review in making determinations under this Article.

§ 208-17. Inspection triggers; deadlines; first-cycle phasing compliance.

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A. Initial inspection (age-based).

Buildings meeting the definition of Covered Building in § 208-15 are subject to the inspection requirements of this Article in accordance with the timing provisions of this section. Each Covered Building shall submit required inspection reports no later than thirty (30) years after issuance of the building’s original certificate of occupancy or equivalent first lawful occupancy authorization on record.

B. Recurring inspections.

After initial compliance, each Covered Building shall comply with the inspection cadence established in subsections H and I.

C. Event-based inspection.

If Observable Damage is present, or if conditions otherwise indicate potential risk to public safety, the Building Official may require inspection and reporting within sixty (60) days, or sooner where circumstances warrant.

D. Effect on recurring inspection cycle.

Completion of an inspection required pursuant to subsection C shall not, by itself, reset or modify the recurring inspection intervals established in subsections ~~G and H~~ **H and I**, unless the Building Official determines, based on the findings and recommendations of the Design Professional, that an adjusted inspection schedule is warranted.

~~E. Phased first cycle compliance schedule.~~

~~For Covered Buildings existing as of the effective date of this Article, the Building Official may implement subsection A through a phased first cycle compliance schedule establishing specific inspection deadlines by age cohort or documented risk.~~

E. First-cycle compliance deadlines for existing covered buildings.

For Covered Buildings existing as of the effective date of this Article for which the thirty-year period under subsection A has elapsed as of the effective date, first-cycle compliance with the inspection requirements of this Article shall occur within twelve (12) months after written notice from the Building Official that first-cycle compliance is required under this subsection, in accordance with the following deadlines:

1. Façade, building envelope, and Balcony/Deck System inspection reports under § 208-18(B) shall be submitted no later than twelve (12) months after such written notice.
2. Primary Load-Bearing System inspection reports under § 208-18(A) shall be submitted no later than twelve (12) months after such written notice.

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A Covered Building existing as of the effective date of this Article for which the thirty-year period under subsection A has not elapsed as of the effective date shall comply in accordance with subsection A. This subsection establishes first-cycle compliance deadlines only. Subsequent recurring inspections shall comply with the cadence established in subsections H and I. Event-based inspection authority under subsection C of this section is preserved and may be exercised independently of these first-cycle deadlines.

F. Limited-scope trigger.

A Limited-Scope Covered Building shall comply with the façade and exterior inspection requirements of § 208-18(B) upon the earlier of thirty (30) years after first lawful occupancy or written notice from the Building Official based on documented Observable Damage or risk factors.

G. Notice.

The City may provide notice to affected owners for administrative convenience. ~~However, inspection~~Except for the first-cycle compliance deadlines for existing covered buildings under subsection E, which are triggered by written notice from the Building Official as provided in that subsection, inspection deadlines under this Article are determined by the objective criteria set forth herein, including building age, inspection cycle, and event-based triggers. ~~Except as so provided in subsection E, failure~~Failure to receive notice shall not excuse or delay compliance.

H. Façade and exterior inspection cadence.

Façade, building envelope, and Balcony/Deck System inspections shall be performed at intervals not to exceed five (5) years.

I. Structural (PLBS) inspection cadence.

Structural inspections of the Primary Load-Bearing System shall be performed at intervals not to exceed ten (10) years.

§ 208-18. Required reports; standards.

A. Structural report (PLBS).

For Covered Buildings, a Design Professional shall submit a signed and sealed report identifying conditions, urgency, corrective actions, and recommended inspection intervals.

B. Façade / envelope / balcony-deck report.

For Covered Buildings and Limited-Scope Covered Buildings, a signed and sealed report identifying deterioration, falling-hazard risks, corrective actions, and inspection intervals.

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C. Limited-scope option; facial-sufficiency criteria.

Inspection scope may be limited where certified by the Design Professional as sufficient to address identified risks. To support this certification, the report shall include, on its face, the following elements:

1. A scope justification identifying the building areas, systems, and components included in and excluded from the inspection;
2. A methodology statement describing the inspection techniques, observation points, and any testing or analytical procedures employed; and
3. An explicit exclusion list identifying building areas, systems, or components not addressed in the inspection.

The Building Official may determine a submission to be noncompliant under § 208-19 where the required facial elements are absent or insufficient to evaluate the certified scope.

D. Electrical ~~report~~evaluation documentation (as required).

~~The Building Official may require an electrical safety assessment where observable conditions indicate potential electrical hazards, deterioration of electrical components, evidence of overheating, arcing, or damage, or where such assessment is recommended in the inspection report prepared by the Design Professional, or where an event-based inspection is required pursuant to § 208-17(C).~~

Where observable conditions indicate potential electrical hazards, deterioration of electrical components, evidence of overheating, arcing, or damage; where such evaluation is recommended in the inspection report prepared by the Design Professional; or where an event-based inspection is required pursuant to § 208-17(C), the Building Official may require the owner to provide documentation that an electrical evaluation has been performed by an appropriately qualified electrical professional through the applicable permitting and third-party inspection processes. The Building Official's role under this subsection is administrative.

E. Professional standards.

Inspection reports required by this Article shall be prepared and certified by a Delaware licensed Design Professional practicing within their area of competence and in accordance with generally accepted professional standards of engineering or architectural practice applicable to the evaluation of existing buildings and exterior building systems. At a minimum, inspection methodologies shall be consistent with nationally recognized technical standards applicable to the scope of evaluation, including:

1. Building envelope and façade systems — ASCE/SEI 30-14, Guideline for Condition Assessment of the Building Envelope; and

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2. Structural systems — current nationally recognized guidelines and professional practices for the structural condition assessment of existing buildings, including guidance reflected in Structural Condition Assessment of Existing Buildings (ASCE, 2024), or equivalent or more comprehensive methodologies.

The Design Professional may employ alternative or more comprehensive methodologies, provided such methodologies are appropriate to the conditions observed and are supported by accepted engineering or architectural practice.

The Building Official shall determine whether submitted reports demonstrate a level of investigation reasonably sufficient to identify deterioration, distress, or conditions affecting structural integrity, façade stability, or life-safety risk, and may require clarification, supplemental evaluation, or additional investigation where necessary.

Nothing in this Article shall require compliance with current construction codes solely due to the age of a building or structure.

§ 208-19. City review; determinations.

~~Upon receipt and review, the Building Official shall issue one of the following determinations:~~

Upon receipt and review, the Building Official shall issue a written determination to the owner stating one of the following:

- A. Compliant — Recertified;
- B. Compliant subject to Repair Plan; or
- C. Noncompliant submission.

A submission shall be deemed noncompliant where it fails to address the required inspection elements of § 208-18, lacks required professional certification, omits material findings necessary to evaluate building conditions, or otherwise fails to demonstrate compliance with the sufficiency standard set forth in § 208-18(E).

§ 208-20. Repair Plan; permitting; completion.

- A. Where deficiencies are identified, the owner shall submit a Repair Plan within thirty (30) days after issuance of a “Compliant subject to Repair Plan” determination. The Building Official may, upon written request and for good cause shown, grant a reasonable extension of this deadline, provided that no unsafe or imminently dangerous condition exists requiring immediate corrective action.
- B. The Repair Plan shall include scope of work, sequencing, interim protective measures if applicable, and identification of required permits.

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- C. All permitted work shall be performed pursuant to Chapter 102 and the adopted codes.
- D. The Repair Plan shall include proposed completion timelines recommended by the Design Professional. The Building Official may approve, require modification of, or reject the Repair Plan based on reasonableness, public safety, consistency with the findings and recommendations of the Design Professional’s inspection report, and the adequacy of any proposed interim protective measures. Where unsafe or imminently dangerous conditions exist, the Building Official may require immediate protective measures or accelerated action consistent with authority under the International Property Maintenance Code and Chapter 102.
- E. Where corrective work involves structural components, façade or envelope systems, Balcony/Deck Systems, or other life-safety conditions identified in the required inspection report, the owner shall submit a final signed and sealed letter or report from the Design Professional confirming completion of corrective work in accordance with the approved Repair Plan and applicable standards.

§ 208-21. Unsafe or imminently dangerous conditions.

Nothing in this Article limits the City’s authority to take immediate action under applicable codes where unsafe or imminently dangerous conditions exist.

§ 208-22. ~~None~~compliance; enforcement~~Enforcement; access; cost recovery.~~

~~Failure to comply with the requirements of this Article, including required inspections, reports, Repair Plans, or corrective work, constitutes a violation subject to enforcement under the International Property Maintenance Code and other applicable provisions of the City Code. Where deficiencies identified through required inspections are not corrected in accordance with an approved Repair Plan, the Building Official may pursue all remedies available under the adopted codes, including notices of violation, orders to repair or correct unsafe conditions, emergency protective action, and other enforcement actions authorized by law. Failure to provide reasonable access for required inspections upon notice constitutes a violation subject to enforcement under the City Code.~~

A. General enforcement authority.

Failure to comply with the requirements of this Article, including required inspections, reports, Repair Plans, or corrective work, constitutes a violation subject to enforcement under the International Property Maintenance Code and other applicable provisions of the City Code.

B. Unsafe condition, nuisance, or emergency protective action.

Where deficiencies identified through required inspections are not corrected in accordance with an approved Repair Plan, the Building Official may pursue all remedies available

457 under the adopted codes, including notices of violation, orders to repair or correct unsafe
458 conditions, emergency protective action, and other enforcement actions authorized by law.

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460 C. Owner reimbursement and charges due the City.

461
462 The owner of any Covered Building or Limited-Scope Covered Building shall reimburse
463 the City for all reasonable costs incurred by the City in connection with the abatement of
464 unsafe conditions, the abatement of nuisances, or the taking of emergency protective action
465 arising from or related to the requirements of this Article, including engineering,
466 architectural, professional, legal, and administrative costs. Any such costs shall constitute
467 charges due the City and shall be collectible and lienable in accordance with the City
468 Charter, including §§ 30 and 31, or any successor provisions, and other applicable law. The
469 remedies under this subsection are tied to and arise from the City's authority to address
470 unsafe conditions, nuisance, or emergency protective action under this Article, Chapter
471 102, the adopted codes, the City Charter, or other applicable law.

472
473 D. Access refusal or obstruction.

474
475 Failure to provide reasonable access for required inspections upon notice constitutes a
476 violation subject to enforcement under the City Code.

477
478 E. Remedies not exclusive.

479
480 The remedies set forth in this section are cumulative and not exclusive. Nothing in this
481 section limits the City's authority to pursue any other remedy available under this Article,
482 Chapter 102, the adopted codes, the City Charter, or other applicable law.

483
484 **§ 208-22.1. Transfer of ownership; successor-owner obligations.**

485
486 A. It shall be unlawful for the owner of any Covered Building or Limited-Scope Covered
487 Building to sell, transfer, mortgage, lease, or otherwise dispose of the building, where the
488 owner has received a notice of violation, a Noncompliant submission determination under
489 § 208-19, an order to repair or correct, or a "Compliant subject to Repair Plan"
490 determination for which the Repair Plan has not been approved or completed, or where a
491 required inspection report is past due, until the owner first furnishes the grantee, transferee,
492 mortgagee, or lessee with a written copy of the outstanding obligation and obtains a signed
493 and notarized statement from such person acknowledging receipt and accepting
494 responsibility for compliance with the outstanding obligation.

495
496 B. Any inspection, reporting, Repair Plan, corrective-work, recordkeeping, or cost-recovery
497 obligation outstanding at the time of conveyance remains enforceable against the transferor
498 and against any grantee, transferee, mortgagee, or lessee who has accepted responsibility
499 for the obligation under subsection A. Conveyance of a Covered Building or Limited-
500 Scope Covered Building does not by itself discharge any such outstanding obligation.

501

502 C. The Building Official may require documentation of compliance with this section as a
503 condition of any administrative approval issued under this Article following a transfer of
504 ownership.

505
506 **§ 208-23. Fees; costs.**

507
508 Administrative review fees, if any, shall be established by resolution. All professional and
509 repair costs shall be borne by the owner.

510
511 **§ 208-24. Records and coordination.**

512
513 ~~The Building Official may maintain compliance records and coordinate with other City~~
514 ~~departments as necessary to protect public safety.~~

515
516 A. Records required. The Building Official shall maintain records sufficient to document the
517 administration and enforcement of this Article.

518
519 B. Coordination. The Building Official may coordinate with other City departments as
520 necessary to protect public safety and administer this Article.

521
522 **§ 208-25. Appeals.**

523
524 A. Right of appeal; designation.

525
526 ~~Appeals from final administrative determinations made under this Article shall be taken to~~
527 ~~the Board of Adjustment in the manner provided by the City Code.~~

528
529 Any person aggrieved by a final administrative determination of the Building Official made
530 under this Article shall have the right to appeal to the Board of Adjustment, which is hereby
531 designated as the appellate body for purposes of this Article. The procedures of the Board
532 of Adjustment as established under the City Code shall govern appeals under this section,
533 except as expressly modified herein.

534
535 B. Grounds for appeal.

536
537 ~~An appeal may be based on a claim that the provisions of this Article have been incorrectly~~
538 ~~interpreted, that the requirements of this Article do not apply to the building in question,~~
539 ~~or that the determination of the Building Official, including any determination regarding~~
540 ~~the sufficiency of an inspection report or evaluation, was made in error.~~

541
542 An appeal under this section shall be based on a claim that the true intent of this Article or
543 the rules legally adopted hereunder has been incorrectly interpreted, that the provisions of
544 this Article do not fully apply, or that an equally good or better form of construction is
545 proposed, consistent with the City's standard for building-code appeals to the Board of
546 Adjustment under Chapter 102, Article XVIII (Appeals), as may be amended. Final
547 administrative determinations subject to appeal under this section include, without

548 limitation, designation determinations under § 208-16, including whether the requirements
549 of this Article apply to the building in question, report-sufficiency or noncompliant-
550 submission determinations under §§ 208-18 and 208-19, and Repair Plan determinations
551 under § 208-20.

552
553 C. Limitation of authorityFiling; transmittal of record.

554
555 ~~The Board of Adjustment shall have no authority to waive or modify inspection,~~
556 ~~certification, or corrective requirements necessary to address unsafe conditions.~~

557
558 An appeal under this section shall be filed in the manner and within the time provided for
559 appeals to the Board of Adjustment under Chapter 270, Article VIII (Board of Adjustment),
560 and the rules and application procedures of the Board of Adjustment. The notice of appeal
561 shall specify the grounds for appeal and shall be filed with the Building Official and the
562 Board of Adjustment. The Building Official shall transmit to the Board of Adjustment the
563 record upon which the determination appealed from was made.

564
565 D. ~~Enforcement during appeal~~Stay of enforcement; preservation of authority.

566
567 ~~An appeal shall not stay enforcement where the Building Official has determined that~~
568 ~~unsafe or imminently dangerous conditions exist.~~

569
570 To the extent the City Code or the rules governing appeals to the Board of Adjustment
571 would otherwise stay proceedings upon the filing of an appeal, that stay shall not apply
572 under this section where the Building Official has determined that unsafe or imminently
573 dangerous conditions exist. In such circumstances, an appeal shall not stay enforcement of
574 any requirement, order, Repair Plan obligation, corrective measure, emergency protective
575 action, or other action necessary to address the unsafe or imminently dangerous condition.
576 The right of appeal under this section does not limit, stay, or displace the City's
577 independent authority under the International Property Maintenance Code, the
578 International Existing Building Code, Chapter 102, this Chapter, the City Charter, or other
579 applicable law to address unsafe conditions, imminent danger, nuisance, emergency
580 protective action, abatement, enforcement, or cost recovery.

581
582 E. Limitation of authority.

583
584 The Board of Adjustment shall have no authority to waive or modify inspection,
585 certification, or corrective requirements necessary to address unsafe conditions.

586
587 **§ 208-26. Effective date.**

588
589 This Article shall take effect on [date].

590
591 **Section 2. Severability.**

592

593 If any provision of this ordinance is held invalid, such invalidity shall not affect the remaining
594 provisions.

595

596 Adopted by the Commissioners
597 of the City of Rehoboth Beach _____, 2026

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602 _____
603 Secretary of the Commissioners of
the City of Rehoboth Beach

DRAFT

Version: 2

Author: Corey Shinko

Topic: An ordinance to amend the City of Rehoboth Beach Code by establishing an aged building safety inspection program for certain existing buildings and exterior building components

Presentation Date: Mayor and Commissioners Meeting, June 8, 2026.

**AN ORDINANCE TO AMEND CHAPTER 208, PROPERTY MAINTENANCE
OF THE MUNICIPAL CODE OF THE CITY OF REHOBOTH BEACH, BY
ESTABLISHING AN AGED BUILDING SAFETY INSPECTION PROGRAM FOR
CERTAIN EXISTING BUILDINGS AND EXTERIOR BUILDING COMPONENTS**

WHEREAS, the Mayor and Commissioners of the City of Rehoboth Beach have a responsibility to protect the public health, safety, and welfare by ensuring that buildings and structures within the City are maintained in a safe and sound condition throughout their useful life; and

WHEREAS, the Mayor and Commissioners of the City of Rehoboth Beach possess authority under the laws of the State of Delaware, including Title 22 of the Delaware Code and the City Charter, to enact regulations necessary to protect the public health, safety, and welfare, including the maintenance and safety of buildings and structures within the City; and

WHEREAS, the City recognizes that certain building systems and exterior structural components—particularly in aging, multi-story, and coastal buildings—are subject over time to deterioration, corrosion, water intrusion, and other conditions that may not be readily apparent without professional evaluation; and

WHEREAS, the tragic collapse of an aging residential building in Surfside, Florida, underscored the importance of proactive inspection and maintenance of structural systems, building envelopes, balconies, and similar exterior components in order to identify and address hazardous conditions before they result in loss of life or property; and

WHEREAS, numerous municipalities have since adopted periodic inspection and recertification programs for older buildings as a preventative public-safety measure, particularly for multi-story residential, lodging, and mixed-use buildings; and

WHEREAS, the City of Rehoboth Beach is a coastal community with environmental conditions that may accelerate deterioration of building materials and structural connections, especially in buildings with elevated exterior elements exposed to salt air, moisture, and wind; and

WHEREAS, the Mayor and Commissioners find it appropriate to establish a structured, risk-based inspection and reporting program for certain aging buildings and exterior building components, while avoiding unnecessary regulation of detached single-family dwellings and ensuring flexibility for limited-scope inspections where appropriate; and

WHEREAS, the City has adopted the International Property Maintenance Code and related building codes, and the establishment of a periodic inspection program for existing buildings is consistent with, and supplemental to, those adopted standards and the City's existing enforcement authority; and

WHEREAS, the Mayor and Commissioners further find that the purpose of this Article is to identify and address unsafe or deteriorated building conditions through professional evaluation and appropriate repair, and not to require existing buildings to be retrofitted to current construction codes solely due to age; and

WHEREAS, the Mayor and Commissioners strongly encourage owners of buildings subject to this Article to bear the costs associated with inspections, testing, reporting, and compliance required under this Article, and to refrain from passing such costs through to tenants, whether directly or indirectly, including but not limited to through rent increases, additional fees, or charges under lease provisions; and

WHEREAS, the preceding recital is intended as a statement of public policy and guidance only and shall not be construed to impair, alter, or supersede any existing contractual rights or obligations between private parties, nor to create a private right of action; and

WHEREAS, the Mayor and Commissioners find that the amendments set forth herein are consistent with the public health, safety, and welfare and are necessary to protect residents, visitors, and the general public;

BE IT ORDAINED, by the Commissioners of the City of Rehoboth Beach, in session met, in the manner following to wit:

Section 1. Chapter 208 of the Code of the City of Rehoboth Beach, Delaware, 2001, as further amended by adding a new Article II, consisting of § 208-14 through § 208-26, as follows:

ARTICLE II
Aged Building Safety Inspection Program

§ 208-14. Purpose and intent.

- A. The purpose of this Article is to establish a periodic inspection and reporting program for certain aging buildings and exterior building components to identify conditions requiring corrective maintenance, repair, or immediate protective measures in order to protect the public health, safety, and welfare.
- B. The inspections and reports required by this Article constitute mandatory property-maintenance obligations. This Article supplements—but does not replace—the City’s adopted codes and enforcement authority, including Chapter 102 (Building Construction), the International Existing Building Code as adopted therein, the International Property Maintenance Code as adopted in this chapter, and all other remedies available to the City relating to unsafe or dangerous structures or conditions. The identification, or failure to identify, a condition through this Article shall not be deemed a determination of compliance with any other applicable requirement, nor shall it limit the City’s authority to address unsafe, unsanitary, or otherwise unlawful conditions under any other provision of law.

- C. This Article shall be implemented in a manner that is risk-based, phased where appropriate, and administratively executable, with particular consideration for coastal environmental exposure and publicly accessible frontage where falling hazards present heightened risk.
- D. Nothing in this Article shall be construed to create a duty or liability on the part of the City, its officers, employees, or agents to any person or entity. The provisions of this Article are adopted for the protection of the public health, safety, and welfare and shall not be interpreted as creating a private cause of action or expanding civil liability against the City.

§ 208-15. Definitions.

- A. Governing definitions; no zoning amendment.

The terms “building,” “structure,” “story,” and “height” are used in this Article solely for purposes of administering this property maintenance inspection program and shall not be construed to amend, supersede, or interpret Chapter 270 (Zoning). Except as expressly defined herein, terms shall have the meanings set forth in the International Property Maintenance Code as adopted in this chapter and the building codes adopted in Chapter 102, as applicable.

For purposes of this Article, the following terms shall have the meanings indicated:

BALCONY/DECK SYSTEM

Any elevated exterior platform, balcony, deck, stair, landing, railing, guard, or associated structural attachment, including waterproofing interfaces, that is attached to or supported by a building and is accessible, occupiable, or located above an area of pedestrian access such that failure could create a falling hazard.

BUILDING OFFICIAL / CODE OFFICIAL

The official(s) authorized by the City to administer and enforce Chapter 102 and Chapter 208, or their designee.

COVERED BUILDING

Any building or structure located within the City meeting one or more of the following criteria:

1. Any building four (4) stories or more or greater than fifty (50) feet in height, excluding detached one-family dwellings; or
2. Any building or structure designated by the Building Official as requiring inspection under this Article based on documented Observable Damage, coastal exposure, public occupancy characteristics, history of deterioration, or other

objective risk factors reasonably indicating elevated life-safety risk, documented in writing and provided to the owner.

The story and height thresholds in this definition are program-eligibility criteria only and do not create, modify, or authorize any zoning entitlement, dimensional standard, or nonconformity determination under Chapter 270.

LIMITED-SCOPE COVERED BUILDING

A building that is three (3) stories or less and otherwise excluded from the definition of “Covered Building,” excluding detached one-family dwellings, but that contains one or more Balcony/Deck Systems or exterior appurtenances that, due to age, exposure, configuration, or Observable Damage, warrant a limited-scope inspection to address potential life-safety hazards.

DESIGN PROFESSIONAL

A Delaware-licensed professional engineer and/or architect, as appropriate to the scope of work, competent by training and experience to perform the inspections required by this Article and to sign and seal the required reports.

FAÇADE / BUILDING ENVELOPE

Exterior walls and wall-covering systems and any attached appurtenances, including Balcony/Deck Systems, railings, parapets, cornices, and other exterior-mounted elements that may present falling hazards or indicate envelope failure.

OBSERVABLE DAMAGE

Readily visible deterioration or distress, including cracking, spalling, corrosion staining, displacement, deflection, exposed reinforcement, advanced rot, chronic water-intrusion patterns, or similar visible indicators of deterioration or distress affecting structural elements, façade systems, or Balcony/Deck Systems.

PRIMARY LOAD-BEARING SYSTEM (PLBS)

The assemblage of structural components forming the continuous load path by which gravity and lateral forces are transferred to the foundation, including load-bearing walls, beams, columns, slabs, bracing, and connections.

STORY (FOR PURPOSES OF THIS ARTICLE)

The number of stories above grade as shown on the City’s approved building permit plans and/or certificate of occupancy record, or, if unavailable, as determined and certified by the Design Professional based on the building’s as-built configuration.

BUILDING HEIGHT (FOR PURPOSES OF THIS ARTICLE)

The height shown on the City's approved building permit plans and/or certificate of occupancy record, or, if unavailable, as measured and certified by the Design Professional in a manner consistent with the building codes adopted under Chapter 102.

§ 208-16. Establishment; administration.

- A. There is hereby established an Aged Building Safety Inspection Program administered by the Building Official.
- B. The Building Official shall administer and enforce this Article and shall determine whether submitted inspection reports and Repair Plans comply with the requirements and standards expressly set forth herein.
- C. Nothing in this Article shall be construed as a certification, guarantee, or warranty by the City regarding the structural integrity, safety, or continued serviceability of any building or structure. Responsibility for evaluation, conclusions, and corrective work remains with the property owner and the licensed Design Professional preparing the required reports. The City's review or acceptance of any report, or failure to identify any condition, shall not be deemed a representation that a building or structure is free from defects or unsafe conditions.
- D. Where the Building Official determines that a building may qualify as a Covered Building under the definition of Covered Building in § 208-15, the Building Official shall provide written notice to the owner describing the basis for the proposed designation. The owner shall be provided not less than fifteen (15) days to submit information or request reconsideration prior to final designation.
- E. Where the number of stories or building height cannot be determined from City permit records, certificate-of-occupancy records, or other reliable records or documentation, the Building Official may rely on certification by the Design Professional based on the building's as-built configuration. If a dispute arises regarding the number of stories or building height for purposes of this Article, the determination of the Building Official shall control, subject to the appeal provisions of § 208-25.
- F. Technical assistance.

In administering this Article, the Building Official may consult with or retain qualified licensed design professionals, including engineers or architects, to assist in the review of inspection reports, Repair Plans, and related submissions where the Building Official determines that such technical assistance would aid in the review. The Building Official may rely on such technical review in making determinations under this Article.

§ 208-17. Inspection triggers; deadlines; first-cycle compliance.

A. Initial inspection (age-based).

Buildings meeting the definition of Covered Building in § 208-15 are subject to the inspection requirements of this Article in accordance with the timing provisions of this section. Each Covered Building shall submit required inspection reports no later than thirty (30) years after issuance of the building's original certificate of occupancy or equivalent first lawful occupancy authorization on record.

B. Recurring inspections.

After initial compliance, each Covered Building shall comply with the inspection cadence established in subsections H and I.

C. Event-based inspection.

If Observable Damage is present, or if conditions otherwise indicate potential risk to public safety, the Building Official may require inspection and reporting within sixty (60) days, or sooner where circumstances warrant.

D. Effect on recurring inspection cycle.

Completion of an inspection required pursuant to subsection C shall not, by itself, reset or modify the recurring inspection intervals established in subsections H and I, unless the Building Official determines, based on the findings and recommendations of the Design Professional, that an adjusted inspection schedule is warranted.

E. First-cycle compliance deadlines for existing covered buildings.

For Covered Buildings existing as of the effective date of this Article for which the thirty-year period under subsection A has elapsed as of the effective date, first-cycle compliance with the inspection requirements of this Article shall occur within twelve (12) months after written notice from the Building Official that first-cycle compliance is required under this subsection, in accordance with the following deadlines:

1. Façade, building envelope, and Balcony/Deck System inspection reports under § 208-18(B) shall be submitted no later than twelve (12) months after such written notice.
2. Primary Load-Bearing System inspection reports under § 208-18(A) shall be submitted no later than twelve (12) months after such written notice.

A Covered Building existing as of the effective date of this Article for which the thirty-year period under subsection A has not elapsed as of the effective date shall comply in accordance with subsection A. This subsection establishes first-cycle compliance deadlines only. Subsequent recurring inspections shall comply with the cadence established in subsections H and I. Event-based inspection authority under subsection C of this section is preserved and may be exercised independently of these first-cycle deadlines.

F. Limited-scope trigger.

A Limited-Scope Covered Building shall comply with the façade and exterior inspection requirements of § 208-18(B) upon the earlier of thirty (30) years after first lawful occupancy or written notice from the Building Official based on documented Observable Damage or risk factors.

G. Notice.

The City may provide notice to affected owners for administrative convenience. Except for the first-cycle compliance deadlines for existing covered buildings under subsection E, which are triggered by written notice from the Building Official as provided in that subsection, inspection deadlines under this Article are determined by the objective criteria set forth herein, including building age, inspection cycle, and event-based triggers. Except as so provided in subsection E, failure to receive notice shall not excuse or delay compliance.

H. Façade and exterior inspection cadence.

Façade, building envelope, and Balcony/Deck System inspections shall be performed at intervals not to exceed five (5) years.

I. Structural (PLBS) inspection cadence.

Structural inspections of the Primary Load-Bearing System shall be performed at intervals not to exceed ten (10) years.

§ 208-18. Required reports; standards.

A. Structural report (PLBS).

For Covered Buildings, a Design Professional shall submit a signed and sealed report identifying conditions, urgency, corrective actions, and recommended inspection intervals.

B. Façade / envelope / balcony-deck report.

For Covered Buildings and Limited-Scope Covered Buildings, a signed and sealed report identifying deterioration, falling-hazard risks, corrective actions, and inspection intervals.

C. Limited-scope option; facial-sufficiency criteria.

Inspection scope may be limited where certified by the Design Professional as sufficient to address identified risks. To support this certification, the report shall include, on its face, the following elements:

1. A scope justification identifying the building areas, systems, and components included in and excluded from the inspection;
2. A methodology statement describing the inspection techniques, observation points, and any testing or analytical procedures employed; and
3. An explicit exclusion list identifying building areas, systems, or components not addressed in the inspection.

The Building Official may determine a submission to be noncompliant under § 208-19 where the required facial elements are absent or insufficient to evaluate the certified scope.

D. Electrical evaluation documentation (as required).

Where observable conditions indicate potential electrical hazards, deterioration of electrical components, evidence of overheating, arcing, or damage; where such evaluation is recommended in the inspection report prepared by the Design Professional; or where an event-based inspection is required pursuant to § 208-17(C), the Building Official may require the owner to provide documentation that an electrical evaluation has been performed by an appropriately qualified electrical professional through the applicable permitting and third-party inspection processes. The Building Official's role under this subsection is administrative.

E. Professional standards.

Inspection reports required by this Article shall be prepared and certified by a Delaware-licensed Design Professional practicing within their area of competence and in accordance with generally accepted professional standards of engineering or architectural practice applicable to the evaluation of existing buildings and exterior building systems. At a minimum, inspection methodologies shall be consistent with nationally recognized technical standards applicable to the scope of evaluation, including:

1. Building envelope and façade systems — ASCE/SEI 30-14, Guideline for Condition Assessment of the Building Envelope; and
2. Structural systems — current nationally recognized guidelines and professional practices for the structural condition assessment of existing buildings, including guidance reflected in Structural Condition Assessment of Existing Buildings (ASCE, 2024), or equivalent or more comprehensive methodologies.

The Design Professional may employ alternative or more comprehensive methodologies, provided such methodologies are appropriate to the conditions observed and are supported by accepted engineering or architectural practice.

The Building Official shall determine whether submitted reports demonstrate a level of investigation reasonably sufficient to identify deterioration, distress, or conditions

affecting structural integrity, façade stability, or life-safety risk, and may require clarification, supplemental evaluation, or additional investigation where necessary.

Nothing in this Article shall require compliance with current construction codes solely due to the age of a building or structure.

§ 208-19. City review; determinations.

Upon receipt and review, the Building Official shall issue a written determination to the owner stating one of the following:

- A. Compliant — Recertified;
- B. Compliant subject to Repair Plan; or
- C. Noncompliant submission.

A submission shall be deemed noncompliant where it fails to address the required inspection elements of § 208-18, lacks required professional certification, omits material findings necessary to evaluate building conditions, or otherwise fails to demonstrate compliance with the sufficiency standard set forth in § 208-18(E).

§ 208-20. Repair Plan; permitting; completion.

- A. Where deficiencies are identified, the owner shall submit a Repair Plan within thirty (30) days after issuance of a “Compliant subject to Repair Plan” determination. The Building Official may, upon written request and for good cause shown, grant a reasonable extension of this deadline, provided that no unsafe or imminently dangerous condition exists requiring immediate corrective action.
- B. The Repair Plan shall include scope of work, sequencing, interim protective measures if applicable, and identification of required permits.
- C. All permitted work shall be performed pursuant to Chapter 102 and the adopted codes.
- D. The Repair Plan shall include proposed completion timelines recommended by the Design Professional. The Building Official may approve, require modification of, or reject the Repair Plan based on reasonableness, public safety, consistency with the findings and recommendations of the Design Professional’s inspection report, and the adequacy of any proposed interim protective measures. Where unsafe or imminently dangerous conditions exist, the Building Official may require immediate protective measures or accelerated action consistent with authority under the International Property Maintenance Code and Chapter 102.
- E. Where corrective work involves structural components, façade or envelope systems, Balcony/Deck Systems, or other life-safety conditions identified in the required inspection

report, the owner shall submit a final signed and sealed letter or report from the Design Professional confirming completion of corrective work in accordance with the approved Repair Plan and applicable standards.

§ 208-21. Unsafe or imminently dangerous conditions.

Nothing in this Article limits the City's authority to take immediate action under applicable codes where unsafe or imminently dangerous conditions exist.

§ 208-22. Enforcement; access; cost recovery.

A. General enforcement authority.

Failure to comply with the requirements of this Article, including required inspections, reports, Repair Plans, or corrective work, constitutes a violation subject to enforcement under the International Property Maintenance Code and other applicable provisions of the City Code.

B. Unsafe condition, nuisance, or emergency protective action.

Where deficiencies identified through required inspections are not corrected in accordance with an approved Repair Plan, the Building Official may pursue all remedies available under the adopted codes, including notices of violation, orders to repair or correct unsafe conditions, emergency protective action, and other enforcement actions authorized by law.

C. Owner reimbursement and charges due the City.

The owner of any Covered Building or Limited-Scope Covered Building shall reimburse the City for all reasonable costs incurred by the City in connection with the abatement of unsafe conditions, the abatement of nuisances, or the taking of emergency protective action arising from or related to the requirements of this Article, including engineering, architectural, professional, legal, and administrative costs. Any such costs shall constitute charges due the City and shall be collectible and lienable in accordance with the City Charter, including §§ 30 and 31, or any successor provisions, and other applicable law. The remedies under this subsection are tied to and arise from the City's authority to address unsafe conditions, nuisance, or emergency protective action under this Article, Chapter 102, the adopted codes, the City Charter, or other applicable law.

D. Access refusal or obstruction.

Failure to provide reasonable access for required inspections upon notice constitutes a violation subject to enforcement under the City Code.

E. Remedies not exclusive.

The remedies set forth in this section are cumulative and not exclusive. Nothing in this section limits the City's authority to pursue any other remedy available under this Article, Chapter 102, the adopted codes, the City Charter, or other applicable law.

§ 208-22.1. Transfer of ownership; successor-owner obligations.

- A. It shall be unlawful for the owner of any Covered Building or Limited-Scope Covered Building to sell, transfer, mortgage, lease, or otherwise dispose of the building, where the owner has received a notice of violation, a Noncompliant submission determination under § 208-19, an order to repair or correct, or a "Compliant subject to Repair Plan" determination for which the Repair Plan has not been approved or completed, or where a required inspection report is past due, until the owner first furnishes the grantee, transferee, mortgagee, or lessee with a written copy of the outstanding obligation and obtains a signed and notarized statement from such person acknowledging receipt and accepting responsibility for compliance with the outstanding obligation.
- B. Any inspection, reporting, Repair Plan, corrective-work, recordkeeping, or cost-recovery obligation outstanding at the time of conveyance remains enforceable against the transferor and against any grantee, transferee, mortgagee, or lessee who has accepted responsibility for the obligation under subsection A. Conveyance of a Covered Building or Limited-Scope Covered Building does not by itself discharge any such outstanding obligation.
- C. The Building Official may require documentation of compliance with this section as a condition of any administrative approval issued under this Article following a transfer of ownership.

§ 208-23. Fees; costs.

Administrative review fees, if any, shall be established by resolution. All professional and repair costs shall be borne by the owner.

§ 208-24. Records and coordination.

- A. Records required. The Building Official shall maintain records sufficient to document the administration and enforcement of this Article.
- B. Coordination. The Building Official may coordinate with other City departments as necessary to protect public safety and administer this Article.

§ 208-25. Appeals.

- A. Right of appeal; designation.

Any person aggrieved by a final administrative determination of the Building Official made under this Article shall have the right to appeal to the Board of Adjustment, which is hereby designated as the appellate body for purposes of this Article. The procedures of the Board

of Adjustment as established under the City Code shall govern appeals under this section, except as expressly modified herein.

B. Grounds for appeal.

An appeal under this section shall be based on a claim that the true intent of this Article or the rules legally adopted hereunder has been incorrectly interpreted, that the provisions of this Article do not fully apply, or that an equally good or better form of construction is proposed, consistent with the City's standard for building-code appeals to the Board of Adjustment under Chapter 102, Article XVIII (Appeals), as may be amended. Final administrative determinations subject to appeal under this section include, without limitation, designation determinations under § 208-16, including whether the requirements of this Article apply to the building in question, report-sufficiency or noncompliant-submission determinations under §§ 208-18 and 208-19, and Repair Plan determinations under § 208-20.

C. Filing; transmittal of record.

An appeal under this section shall be filed in the manner and within the time provided for appeals to the Board of Adjustment under Chapter 270, Article VIII (Board of Adjustment), and the rules and application procedures of the Board of Adjustment. The notice of appeal shall specify the grounds for appeal and shall be filed with the Building Official and the Board of Adjustment. The Building Official shall transmit to the Board of Adjustment the record upon which the determination appealed from was made.

D. Stay of enforcement; preservation of authority.

To the extent the City Code or the rules governing appeals to the Board of Adjustment would otherwise stay proceedings upon the filing of an appeal, that stay shall not apply under this section where the Building Official has determined that unsafe or imminently dangerous conditions exist. In such circumstances, an appeal shall not stay enforcement of any requirement, order, Repair Plan obligation, corrective measure, emergency protective action, or other action necessary to address the unsafe or imminently dangerous condition. The right of appeal under this section does not limit, stay, or displace the City's independent authority under the International Property Maintenance Code, the International Existing Building Code, Chapter 102, this Chapter, the City Charter, or other applicable law to address unsafe conditions, imminent danger, nuisance, emergency protective action, abatement, enforcement, or cost recovery.

E. Limitation of authority.

The Board of Adjustment shall have no authority to waive or modify inspection, certification, or corrective requirements necessary to address unsafe conditions.

§ 208-26. Effective date.

This Article shall take effect on [date].

Section 2. Severability.

If any provision of this ordinance is held invalid, such invalidity shall not affect the remaining provisions.

Adopted by the Commissioners
of the City of Rehoboth Beach
_____, 2026

Secretary of the Commissioners of
the City of Rehoboth Beach



City of Rehoboth Beach Strategic Plan Implementation Update

Taylor Tedder, City Manager

April 2026 Update (Plan Horizon: 2025–2030)



- Year 1 of 5 complete
- On track or ahead across all priority areas
- Strong early momentum
- Overall Completion: 28%



Priority Area 1 - Infrastructure



Priority Area 1 – Infrastructure

- Average completion: 28%
- Wastewater Phase 3B complete; Phase 4 bid awarded
- PFAS mitigation project bids opened and expect to award soon
- Stormwater plan progress; pervious surface ordinance in development
- LED lighting upgrades; P25 radio upgrade; LPR cameras deployed
- Beautification: 100 Loblolly Pines planted; invasive removal



Priority Area 1 – Infrastructure Cont.

- Advanced ADA Transition Plan development to chart a path to full compliance
- Developed recommendations to improve King Charles Avenue pedestrian safety and parking capacity.
- Negotiated easements for Deauville Beach stormwater and ocean outfalls, meeting long-outstanding state agreement terms.
- Coordinated VIA partnership to fund the children’s fishing pier reconstruction, saving the City roughly \$250,000.
- Monitoring Grove Park Canal Dock structural issues for necessary maintenance.



Priority Area 2 - Operations



Priority Area 2 – Operations

- Average completion: 28%
- VIA Fishing Pier funding agreement
- Reimagine Rehoboth RFI launched
- Coordination with state and federal leaders
- Police DPAC accreditation; 911 Center re-accredited
- 100% business license compliance
- GFOA Distinguished Budget Award



Priority Area 2 – Operations Cont.

- Conducted appraisals of nine City-owned properties and working to renegotiate lease agreements for City owned land and/or improvements
- Managed Enterprise vehicle lease decommissionings and sales, securing a \$62,850 credit.
- Rewrote job descriptions to establish the Compliance & Grants Administrator position; implemented FOIA tracking in iCompass.
- Improved workers compensation insurance compliance by restructuring safety committee attendance and updating scorecard requirements.
- Implemented the consolidated Schedule of Fees & Penalties to streamline annual reviews and updates.



Priority Area 3 – Access & Amenities



Priority Area 3 – Access & Amenities

- Average completion: 28%
- 2025 Summer Concert Series success; newsletter launched
- HRC Equality Index: 108 points (highest in Delaware)
- Beach Patrol HQ opened (ADA compliant)
- ADA improvements: sidewalks, signage, mats
- Parking updates; virtual permit research
- Business-friendly initiatives and outreach

Priority Area 3 – Access & Amenities Cont.



- Drafted a Shoreline Public Access Plan to maintain eligibility for federal beach nourishment funding.
- Advanced affordable/workforce housing efforts by applying for DSHA Technical Assistance and securing Board approval/support.
- Negotiated 2026 fireworks contract featuring an expanded show for the 250th anniversary of Independence Day.
- Developed new historical markers in partnership with Delaware Public Archives.



Financial & Capital Highlights



Financial & Capital Highlights

- FY27 budget: \$50.6M total; \$13.6M capital
- 5-year CIP: \$18.3M
- Fund balances: \$77M total
- FY25 surplus: \$1.21M



Financial & Capital Highlights Cont.

- Helped update the City's budget document to align with the new Strategic Plan, contributing to receipt of the GFOA Budget Award.
- Secured a \$75,000 Homeland Security grant for Boardwalk/Bandstand pedestrian safety (currently on hold)
- Closed out a \$50,000 Surface Water Matching Planning Grant for the Stormwater Management Plan.
- Advanced the Virtual Parking Permit project with T2 Systems, positioning for long-term cost savings and efficiency gains.



Major Milestones



Major Milestones

- Tidewater interconnect operational
- Flock Safety LPR and Security cameras deployed
- Boardwalk Historic Designation Task Force established
- Aged Building Safety Inspection Program developed
- Engagement with Governor, Lt. Governor, U.S. Senator, Congresswoman
- Pedestrian safety improvements at Boardwalk/Bandstand



Next Steps

May – July 2026



Next Steps

- Next update: July 2026
- Continued bi-weekly CM updates to Board
- Ongoing implementation across all priority areas