

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](http://www.rehobothbeachde.gov)

THE COMMISSIONERS OF REHOBOTH BEACH MEETING  
City Hall Commissioners Room, 2nd Floor  
Monday, May 4, 2026; 9:00 a.m.

## AGENDA

	Page
1. Call to Order	
2. Pledge of Allegiance	
3. Roll Call	
4. Presentation of Proclamations recognizing National Police Week of May 10 to May 16, 2026 and Public Service Recognition Week of May 3 to May 9, 2026	
<a href="#">Proclamation for National Police Week 2026</a>	3 - 4
<a href="#">Proclamation for National Public Service Recognition Week 2026</a>	
5. Correspondence (relating to agenda items only)	
6. City Manager's Report	
7. Old Business	
A. Presentation by Joe Kohl, Principal of Dover Kohl & Partners providing a status report of work completed relative to planning code updates.	5 - 41
<a href="#">Dover Kohl &amp; Partners Presentation - 04 May 2026</a>	
8. New Business	
A. Discuss and possible consideration of adopting a resolution authorizing conversion of the following to all-way stop controlled intersections.	42 - 43
<ul style="list-style-type: none"><li>• State Road at Hickman/Canal Streets</li><li>• State Road at Munson/Grove Streets</li><li>• Columbia Avenue at Gerar Street</li><li>• Columbia Avenue at Fourth Street</li><li>• Henlopen Avenue at Gerar Street</li><li>• Henlopen Avenue at Third Street</li></ul>	
<a href="#">Draft Resolution for All-Way Stops (v1) - 24 Apr 2026</a>	
B. Discuss and possible consideration of an ordinance amending Chapter 92 - Automobiles, Vehicles and Traffic of the Municipal Code, §92-1 - Terms defined, §92-36(B) - Parking in fire lanes, §92-64 - Definitions, §92-65 - Parking areas for handicapped persons and §92-234 - Loading zones designated relating to definitions and specific locations of fire lanes, accessible parking and loading zones.	44 - 49
<a href="#">Draft Ordinance Amending Chapter 92 Relating to Definitions of</a>	

- C. Discuss and possible consideration of executing an updated lease for the Rehoboth Beach Chamber of Commerce Visitor's Center located at 501 Rehoboth Avenue. 50 - 63  
[Chamber of Commerce Visitor Center Lease](#)
9. Review future meeting dates.
  10. Citizen Comment
  11. Commissioner Announcements
  12. Executive Session for the purpose of:
    - A. Discussing sales or leases of real property pursuant to Freedom of Information Act (FOIA) at 29 Del.C. §10004(b)(2).
  13. 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 and New Business. Comments are limited to three 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.**

amw: 04/27/26; posted 04/27/26



**PROCLAMATION**  
**NATIONAL POLICE WEEK**  
**May 11 - 16, 2026**

To recognize National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

**WHEREAS**, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Rehoboth Beach Police Department; and

**WHEREAS**, since the first recorded death in 1786, there are currently 24,500 law enforcement officers in the United States who made the ultimate sacrifice and have been killed in the line of duty; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38<sup>th</sup> Candlelight Vigil, on the evening of May 13, 2026; and

**WHEREAS**, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11th-16th; and

**WHEREAS**, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

**NOW, THEREFORE**, we, Mayor Stan Mills and Board Vice President Patrick Gossett, do hereby proclaim May 11-16, 2026, as;

**National Police Week**

in the City of Rehoboth Beach, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

PROCLAIMED this 4<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Stan Mills, Mayor



\_\_\_\_\_  
Patrick Gossett, Board Vice President



**Proclamation**  
**PUBLIC SERVICE RECOGNITION WEEK**  
**May 3 – 9, 2026**

**WHEREAS**, the profession of public service has existed for nearly 4,000 years, facilitation the public's way of life and providing access to government services that keeps our nation working; and

**WHEREAS**, public service appreciation week occurs the first week of May to honor those who deliver public services; and

**WHEREAS**, public service was acknowledged in 1871 when President Ulysses Grant formed the first Federal Civil Service and recognized by President Ronald Regan who introduced Public Service Recognition Week in 1985; and

**WHEREAS**, this week is set aside to honor the men and women in the public sector and their efforts in serving their communities each day to improve quality of life and provide diverse services demanded by the public; and

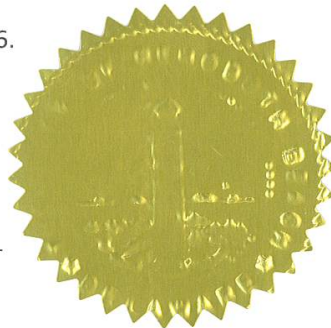
**WHEREAS**, without these public servants, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

Now, Therefore, we, Mayor Stan Mills and Board Vice President Patrick Gossett, do hereby proclaim the week of May 3 through 9, 2026 as

**Public Service Recognition Week**

All citizens are encouraged to recognize the dedication, service, and contributions of our City employees.

Proclaimed this 4th day of May 2026.



\_\_\_\_\_  
Stan Mills, Mayor

\_\_\_\_\_  
Patrick Gossett, Board Vice President



REHOBOTH BEACH  
DOWNTOWN ZONING  
UPDATE  
**CITY  
COMMISSION**

MAY 4, 2026  
*JOSEPH KOHL*  
*DOVER, KOHL & PARTNERS*

# TODAY'S DISCUSSION

1. Project Overview, Phase 1
2. Approach for Phase 2
3. Questions & Discussion





**PROJECT  
OVERVIEW:  
PHASE 1**

# DOVER, KOHL & PARTNERS SERVICES

A Delaware corporation since 1987 | 39 Years of Experience in Urban Design + Town Planning



Staff contacted us. Inquired about how we might help.

DK&P

# REHOBOTH BEACH CODE REVIEW

Proposal: **Professional Planning Services**

Agreement dated September 16, 2025.

Dear Mr. Tedder,

The Image Network, Inc, a Delaware Company, doing business as Dover Kohl & Partners or “DK&P” is offering the following proposal to the City of Rehoboth Beach, Delaware or “City” based on recent conversations with city staff. We have separated the scope into two phases. The first phase is intended to be completed within the City’s current fiscal year. The outcomes from Phase 1 will likely re-direct the priority of work from the Phase 2 activities. For this reason, the tasks described in Phase 2 are descriptive of the work that will be performed, but the specifics will be agreed upon in a second proposal or change order.

Every planning project everywhere begins and then along the way priorities shift. We needed to get to know the place better before mapping out a scope to best serve you.

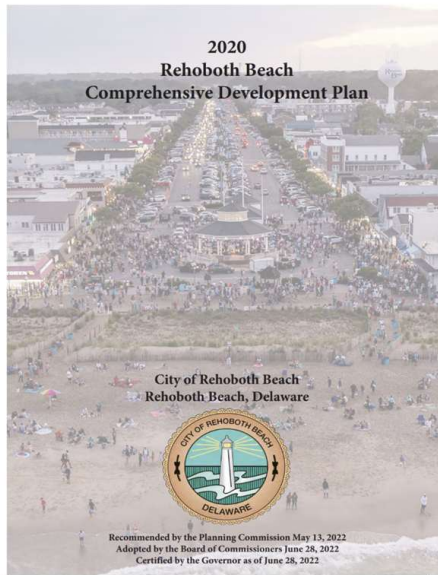
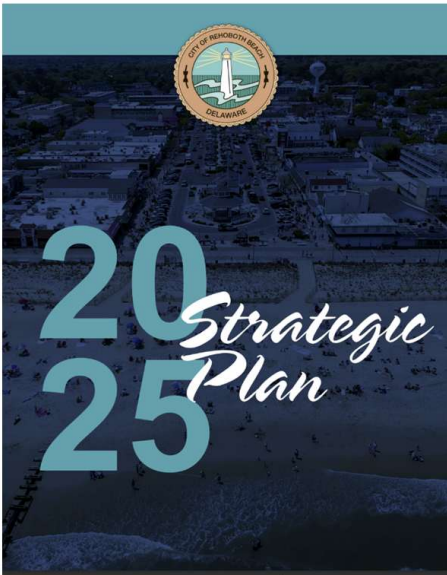
An aerial map of a coastal town. A red line runs diagonally across the map, roughly from the top-left to the bottom-right. A yellow-shaded area is located in the center of the town, bounded by a dashed black line. The map shows streets, buildings, and a body of water at the bottom.

## Task 1. Kick off Meeting

We had multiple meetings to discuss:

- Reviewed overall goals to accomplish and schedule,
- Reviewed additional base information needs,
- Discussed activities to organize for Task 3, Visit to Rehoboth Beach, and
- Discussed multiple means to include public involvement.

# Task 2. Research



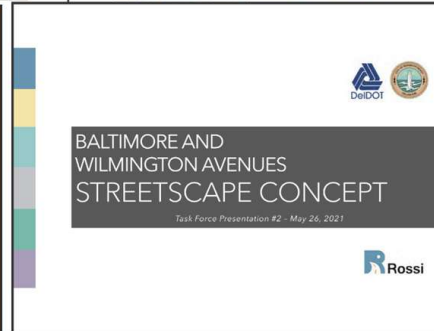
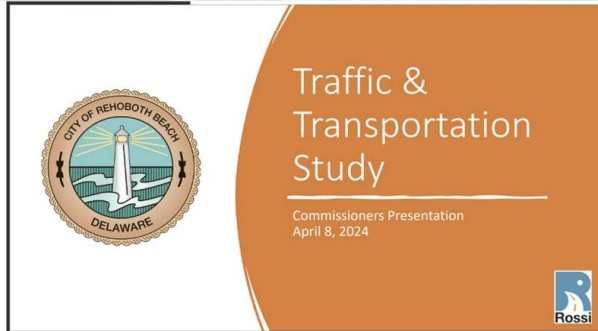
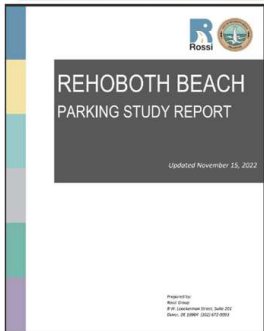
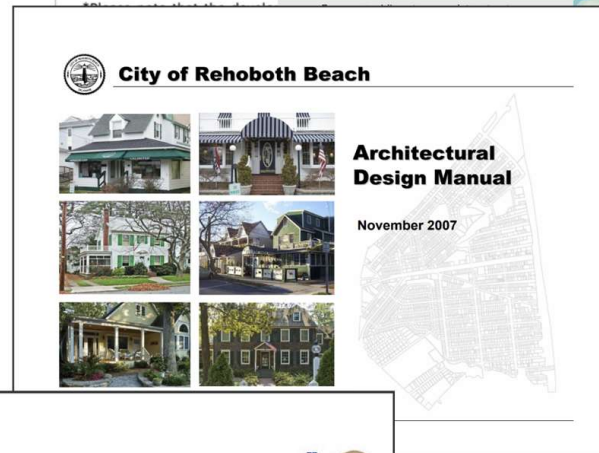
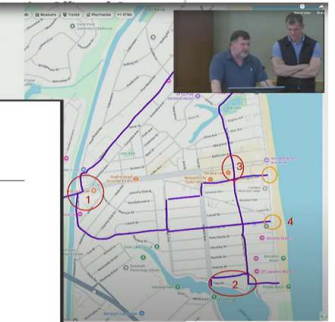
Municipal Comprehensive Land Use Plan  
Annual Report

Name of Municipality: City of Rehoboth Beach

Date of Plan Certification: June 28, 2022 Date of Report: August 12, 2025

In accordance with 22 Del. C. Planning Coordination a report identifying development issues amended. The report shall be

## A Complete RB Bike Network Proposal



University Office Plaza  
Commonwealth Building  
260 Chapman Road, Suite 104F  
Newark, DE 19702  
Phone: 302.266.0212  
Fax: 302.266.6208  
www.rvc.com

**ENGINEERS**

MEMORANDUM

TO: Mary Campbell, Chairperson, Rehoboth Beach Planning Commission  
Planning Commission Members

FROM: Shawn McCarney

RE: Neighborhood Preservation Ordinance

DATE: 12 March 2000

For the convenience of the Planning Commission we have summarized and commented on the recommendations contained in the University of Delaware's Draft Analysis Report (October 1999) and Recommendations Report (December 1999) and combined them with additional concerns that we have identified through our own review of the material and observations in the field. This summary should not be considered exhaustive, rather we would hope and expect that the Planning Commission would raise other concerns based on their own experiences.

## Task 3. Visit to Rehoboth Beach

### **WHAT WE HEARD**

THE MAIN THEME THAT WAS EXPRESSED BY STAKEHOLDERS WHEN DISCUSSING THE PRESENT AND FUTURE REHOBOTH BEACH CAN BE SUMMARIZED AS:

**Fear of losing Rehoboth Beach's uniqueness**

OR MAYBE ANOTHER WAY TO SAY THAT IS:

**Preserve and enhance what is enjoyed here.**



# WHAT WE HEARD

IN TERMS OF PHYSICAL OUTCOMES, THIS PROBABLY TRANSLATES INTO:

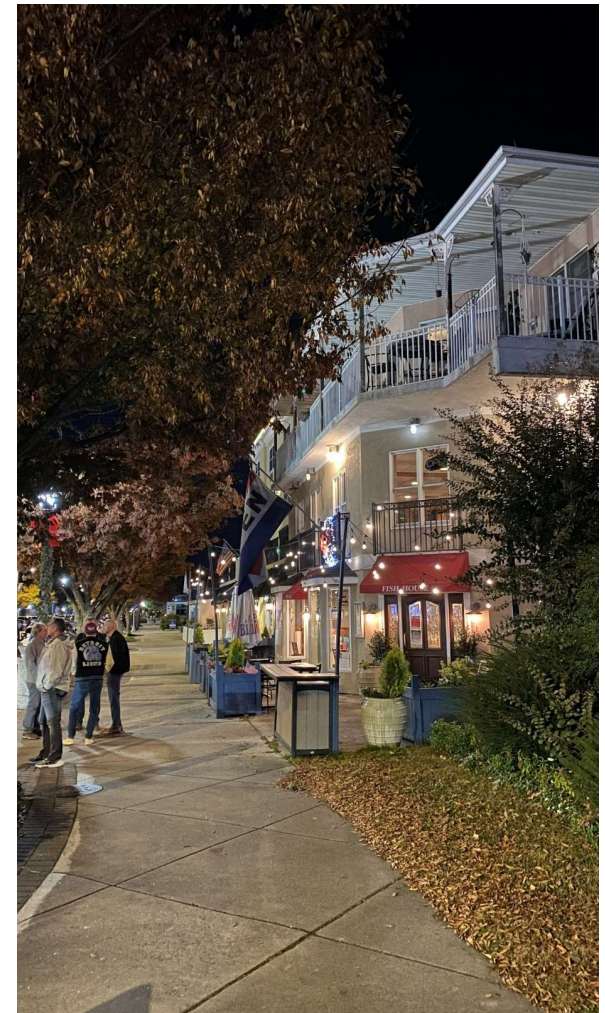
- **Make civic improvements that solve problems and enhance the features and community activities of Rehoboth Beach,**
- **Allow new development/re-development that matches the scale and character of a small oceanfront town.**



# WHAT WE HEARD

SPECIFIC TOPICS OF CONCERN

- 1| BUILDING/ARCHITECTURE CHARACTER
- 2| PERMIT APPROVAL PROCESS
- 3| PARKING
- 4| AFFORDABLE / OBTAINABLE HOUSING
- 5| MANAGE THE IMPACT OF VACATION RENTALS
- 6| MAKE REHOBOTH VITAL YEAR-ROUND



An aerial, black and white photograph of a coastal town. The image shows a dense residential area with many houses, some with gabled roofs. A wide beach runs along the right side of the town, meeting the ocean. The text is overlaid on the left side of the image.

## WHAT WE HEARD

MANY COMPLAINTS, TO NAME A FEW

- 1| WE WANTED MIXED USE BUT THE COMMITTEE WAS DISBANDED
- 2| WE HAVE ARCHITECTURAL GUIDELINES BUT NO ONE IS USING THEM
- 3| WE HAVE STARTED STREETScape PROJECTS BUT THEY ARE NOT ADVANCING.
- 4| THE PERMITTING PROCESS IS DIFFICULT.



# PHASE 2

# Project Area: Existing Commercial Districts



# REHOBOTH BEACH CODE REVIEW

Updated proposal, April 10, 2026.

## Letter of Agreement: Professional Planning Services, for updates to the City's land development regulations.

Dear Mr. Tedder,

For the continuation of the project focused on revising the downtown land development (zoning) regulations, the following is a Letter of Agreement for Professional Planning Services for Phase 2. The project area includes all parcels and adjoining streets and public spaces currently shown on the City's official zoning map in districts C-1, C-2, and C-3. The parties include the City of Rehoboth Beach (referred to as "City") and Dover, Kohl & Partners (referred to as "DK&P"). The scope of Phase 2 contained in this letter of agreement, replaces the scope of services originally provided in our Agreement dated September 16, 2025. The professional fees and expenses as proposed in this revised Phase 2, do not exceed the total fees and expenses from the original Agreement. This revised Phase 2 agreement does not include additional support from transportation planners or economists. We have added a Phase 3, with includes the refinement of code language after the charrette.

DK&P recognizes that the City is embarking upon an update to the Comprehensive Development Plan and possibly a new master plan called *Envision Rehoboth 2035*. The work performed under this agreement is not duplicative but can inform portions of the CDP update and will likely shape some of the updated policies, goals, and objectives.

# REHOBOTH BEACH DOWNTOWN, Phase 2

## Task 4: Preparations for Public Zoning Code Charrette

- Preparation of Base Maps plus site/zoning analysis, and Public Input collateral.
- Public Awareness, Logistics, organization of activities, etc.

## Task 5, The week-long Charrette, to be scheduled. This is all about public participation.

- 5 days of workshops, meetings, and a wrap up presentation.
- Work product will be a summary of activities, community input, and graphics produced during the 5 days. Relevant graphics will be updated while the code work begins to illustrate character of place of specific rules.

## Task 6, Update to Zoning

- First Draft of Code Assessment and recommended changes. This will describe recommended re-districting of zones within the city's commercial districts plus proposed text language.
- Second Draft, after community review.
- The intent is to have, with staff assistance, ordinances text ready for public hearings.



**PUBLIC  
OUTREACH:  
*A CODE CHARRETTE***

# FIRST, CREATE PUBLIC AWARENESS



Join the conversation about your area(s) of interest. Visit [www.cata-brt.org](http://www.cata-brt.org) for meeting dates and locations.

**Areas:**

- |                          |                                |                               |
|--------------------------|--------------------------------|-------------------------------|
| 1: Downtown Lansing      | 4: 2000 block & environs       | 7: Hagedorn to Park Lake Road |
| 2: Stadium District      | 5: Red Cedar/ Frandor area     | 8: Park Lake to Okemos Road   |
| 3: Sparrow Hospital area | 6: Chesterfield Hills to Delta | 9: Meridian Mall & Meijer     |

for more information: [www.cata-brt.org](http://www.cata-brt.org) | [facebook.com/rideCATA](https://www.facebook.com/rideCATA) | [twitter.com/rideCATA](https://twitter.com/rideCATA)



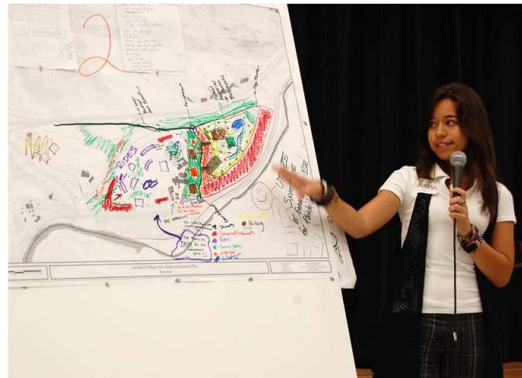


# COMMUNITY ENGAGEMENT

Learning from Citizen Experts



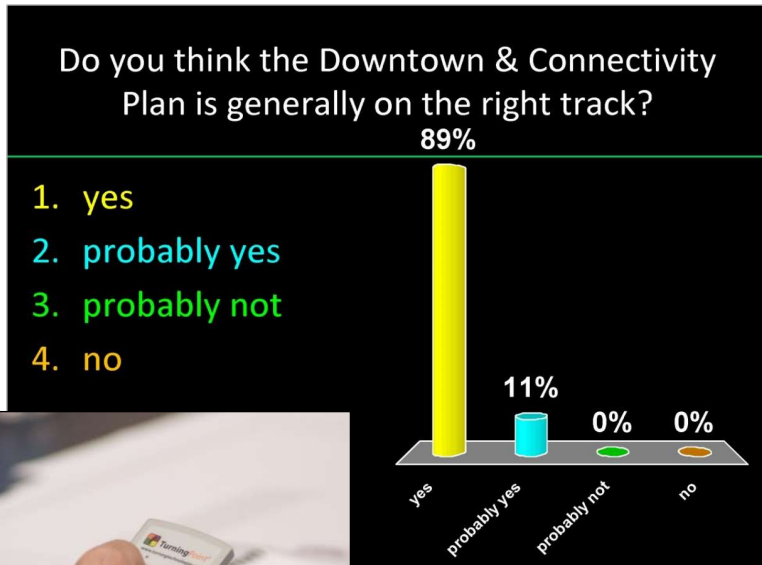
# TAILORED HANDS-ON INPUT EXERCISES



DK&P

# GATHERING FEEDBACK

Polling, Surveys



DK&P



**CHARRETTE: MULTIPLE  
FEEDBACK LOOPS**



DK&P

# DRAFT CHARRETTE WEEK SCHEDULE

	Sunday DAY Zero	Monday DAY ONE	Tuesday DAY TWO	Wednesday DAY THREE	Thursday DAY FOUR	Friday DAY FIVE
9:00 AM	Design Team Travels to Rehoboth / Informal tour and photos if time permits	Set up work studio	WALKING TOUR - 9 AM Rehoboth Avenue	WALKING TOUR - 9 AM The Boardwalk	WALKING TOUR - 9 AM Wilmington Ave & Baltimore Ave	Presentation Prep
10:00 AM			STAKEHOLDER MEETING - 10 AM Rehoboth Avenue	STAKEHOLDER MEETING - 10 AM The Boardwalk	STAKEHOLDER MEETING - 10 AM Wilmington Ave & Baltimore Ave	
11:00 AM		Design Team Driving Tour - 11 AM Rehoboth Ave	OPEN STUDIO HOURS	OPEN STUDIO HOURS	OPEN STUDIO HOURS	
12:00 PM		lunch break	11AM - 1PM	11AM - 1PM	11AM - 1PM	
1:00 PM	STAKEHOLDER MEETING - 1 PM BUSINESS COMMUNITY		STAKEHOLDER MEETING - 1 PM MOBILITY & PARKING	STAKEHOLDER MEETING - 1 PM INSTITUTIONS / NON-PROFITS		
2:00 PM	Team / City Coordination 2 PM	STAKEHOLDER MEETING - 2 PM HOUSING	STAKEHOLDER MEETING - 2 PM ARCHITECTURE / PRESERVATION			
3:00 PM			STAKEHOLDER MEETING - 3 PM HOMEOWNERS ASSOCIATION	STAKEHOLDER MEETING - 3 PM INFRASTRUCTURE	STAKEHOLDER MEETING - 3 PM ARTS & CULTURE	
4:00 PM	prep for community meeting					
5:00 PM	facilitator briefing 5pm	OPEN STUDIO HOURS	OPEN STUDIO HOURS	OPEN STUDIO HOURS		
6:00 PM	Kick-off & Hands-on Input  CITY HALL 6PM - 9PM	4:30 PM - 6:30 PM	4:30 PM - 6:30 PM	4:30 PM - 6:30 PM	Work-in-Progress PRESENTATION	
7:00 PM					CITY HALL 6PM - 8PM	
8:00 PM						

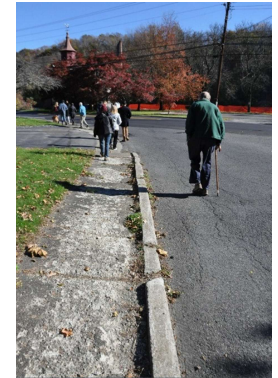
General Public Meetings

Charrette Week Meetings  
(stakeholders, walking tours, etc)

Open Studio Hours (AT CITY HALL UNLESS  
ALTERNATE LOCATION PROVIDED)

- NOTE:**
1. Listed stakeholder meetings are placeholders and will change after the schedule matures.
  2. The days of the week shown on this draft schedule are subject to change.
  3. All meeting locations to-be-determined.

# COMMUNITY WALKING TOURS



**WITH THE CODE WE CAN MAKE LOCAL ADJUSTMENTS**

# ON-SITE PLANNING STUDIO



**NOVEMBER 8, 9, AND 10: CITY HALL, RONDOUT, MIDTOWN, UPTOWN**

# STAKEHOLDER DISCUSSIONS



- HOUSING
- TRANSPORTATION
- ENVIRONMENT
- BUSINESS & ECONOMIC DEVELOPMENT
- PRESERVATION
- INSTITUTIONS / NON-PROFITS
- COMMUNITY STAKEHOLDERS
- ARTS & CULTURE

**MONDAY, NOV 8 AND TUESDAY, NOV 9**

## WRAP-UP PRESENTATION



OPPORTUNITY FOR  
MORE QUESTIONS  
AND COMMENTS AS  
WE WRAP UP THE  
WEEK.



**SUMMARIZING WHAT WE HEARD FROM YOU**



# ZONING CODE CHANGES

***TO CHANGE ZONING RULES, THERE NEEDS TO BE CONSENSUS ON THEIR INTENTIONS:***

***RECENT DISCUSSIONS REVEAL THAT **POLICY** IS NEEDED IN THESE AREAS:***

- **HOW TO ATTRACT AFFORDABLE/WORKFORCE OPTIONS WITHIN THE CITY LIMITS. *INNOVATION AND A BUSINESS APPROACH NEEDED.***
- **ARCHITECTURE CHARACTER, ASSUMING A NEW WAVE OF CONSTRUCTION WILL BEGIN.**
- **HOW TO MAKE THE TOWN MORE BUSINESS FRIENDLY FOR *ACCEPTABLE* INVESTMENT / REINVESTMENT.**
- **PARKING AND MOBILITY STRATEGIES. STORAGE OF CARS, MOVING PEOPLE FROM THEIR CARS, MOVING PEOPLE WITHOUT CARS**
- **ACCOMMODATING OPPORTUNITY SITES (SUCH AS THE CLEAR SPACE THEATER)**
- **USES, (ALCOHOL SALES, CATERING, ENTERTAINMENT, ETC)**

## **IMPLEMENTATION OF POLICY**

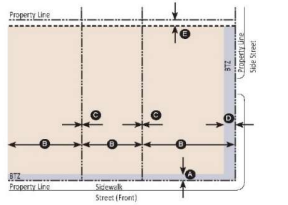
- **FORMATTING A FORM-BASED DOWNTOWN SECTION IN CHAPTER 270, ZONING. THIS INCLUDES:**
  - **DECIDING ON CHANGES TO HEIGHTS AND BUILDING BULK STANDARDS.**
  - **EXPLORING CHANGES TO DISTRICTS C-1, C-2, C-3 & THE CREATION OF A NEW CIVIC DISTRICT.**
  - **ACCOMMODATING ZONING FOR CIVIC AND MIXED-USE BUILDINGS (ADDING RESIDENTIAL USES TO THE DOWNTOWN)**
  - **MAKING THE NEW RULES EASIER TO UNDERSTAND**

# EASE OF USE, WITH DIAGRAMS & TABLES

## PART 3 TRANSECT STANDARDS

### C. T6: Station Area Mixed Use

#### 1. Form



Key  
 - - - - - Property Line  
 - - - - - Build-to-Zone (BTZ)  
 Potential Building Area (in addition to Build to Zone)

Building Placement	
Front Build-to-Zone	0' minimum to 6' maximum
Frontage Occupancy	80% minimum
Side Setback (mid-block)	0' minimum
Side Build-to-Zone (corner)	0' minimum to 30' maximum
Rear Setback (lot or Alley)	5' minimum

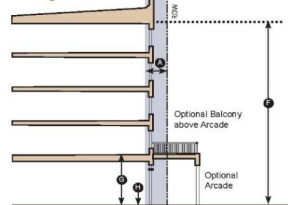
NOTES:  
 • "Front" and "Side" orientation shall be determined by the Street Hierarchy in the Street Design Standards (Part 6).

#### Lot and Block Standards

Maximum Block Perimeter	1800 linear feet maximum
Lot Width	18' minimum, 120' maximum
Lot Depth	no minimum, 180' maximum
Lot Coverage (%)	no maximum

NOTES:  
 • Blocks shall be configured as shown in the Regulating Plan. Modification to Blocks may be approved by the City if determined by the FBCA/FBCS to be consistent with the intent of this article and the above lot and block standards.  
 • Blocks may be defined by streets or pedestrian walkways.

#### 2. Height

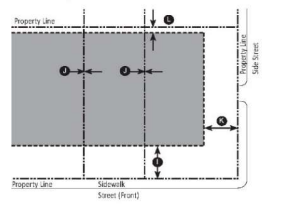


Key  
 - - - - - Build-to-Zone (BTZ)  
 Building

Building Heights	
Building Height	2 Stories minimum 5 Stories maximum
First Floor Height (floor to floor)	14' minimum
Ground Finished Floor (above sidewalk or finished grade)	0' min. (commercial) 24" minimum (residential)

NOTES:  
 • Buildings may extend one additional story on sites designated on the Regulating Plan, to define a landmark site or terminate an important view vista.  
 • Basements, Attics, and underground parking shall not count as a story.  
 • Stories may not exceed 14 feet in height from finished floor to finished floor, except for a First Floor commercial function which may be a maximum of 25 feet.  
 • Building Heights shall be measured to the eave of the roof or roof deck (if flat).  
 • Small footprint towers, cupolas, and other rooftop features may be above the designated height limit as described in Part 5, Architecture Standards.

#### 3. Parking Location

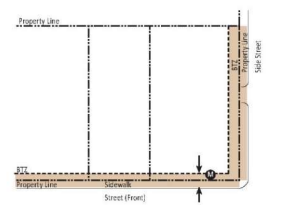


Key  
 - - - - - Property Line  
 - - - - - Setback Line  
 Parking Area

Parking Location	
Front Setback	30' minimum
Side Setback (mid-block)	0' minimum
Side Setback (corner)	30' minimum
Rear Setback (lot)	5' minimum
Rear Setback (Alley)	0' minimum

NOTES:  
 • Parking shall be accessed from rear Alleys or side streets whenever possible.  
 • See General Standards (Part 4) for parking requirements.

#### 4. Permitted Encroachments



Key  
 - - - - - Property Line  
 - - - - - Max Build-to-Zone (BTZ)  
 Encroachment Area

Permitted Encroachments	
Permitted Frontage Elements / Encroachments	Gallery, Stoops, Forecourts, Awning/Marquee, Balconies

NOTES:  
 • Frontage Elements may Encroach forward of the Build-to-Line or Zone and/or into the Right-of-Way, barring any additional restrictions by the public entity that has control over the public Right-of-Way.  
 • See Architecture Standards (Part 5) for additional requirements.

#### 5. Miscellaneous

NOTES:  
 • Where a building Facade steps back or is absent from the Build-to-Line or Zone, the Build-to-Line or Zone should be defined by a fence, landscape wall or hedge.  
 • All buildings must have a Principal Entrance along the Front Facade.  
 • Loading docks and other service entries shall not be located facing Station Area Mixed Use street frontages or Civic Spaces.

## PART 3 TRANSECT STANDARDS

ON TWO SHEETS/SCREENS, WE SHOW:

- MINIMUM LOT REQUIREMENTS
- HEIGHT, SIZE AND GENERAL MASS OF BUILDINGS
- SETBACKS
- PARKING LOCATION
- STREET ORIENTATION

## **EASE OF USE, WITH DIAGRAMS & TABLES**

**§ 270-20. Height regulations.**

**§ 270-21. Natural area, floor area ratio and lot coverage.**

**§ 270-22. Minimum lot dimensions.**

**§ 270-24. Building setback lines.**

**§ 270-25. Rear yards.**

**§ 270-26. Side yards.**

**§ 270-33. Encroachment upon front yard depths.**

THE CURRENT CODE  
REQUIRES VISITING  
MULTIPLE SECTIONS,  
REVIEWING ABOUT 12  
PAGES OF TEXT TO FIND  
THE SAME  
REQUIREMENTS.

# ARCHITECTURAL CHARACTER

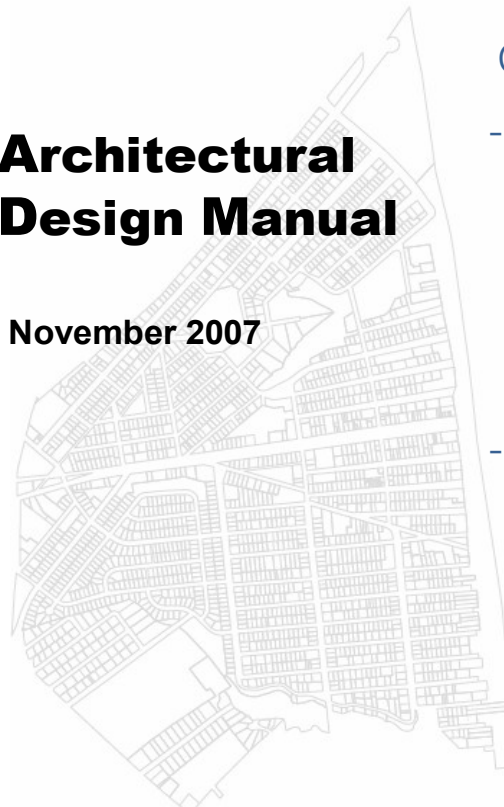


## City of Rehoboth Beach



## Architectural Design Manual

November 2007



SUBJECTIVE TOPICS,  
THAT NEED MORE PUBLIC  
CONSENSUS:

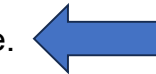
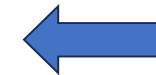
- GENERAL ARCHITECTURAL CHARACTER, STARTING FROM THE EXISTING GUIDELINES PREPARED A FEW YEARS AGO.
- AND RELATED: BUILDING ELEMENTS SUCH AS UPPER FLOOR EXTERIOR BALCONIES, SIGNAGE, THAT NEED DISCUSSION.

# ARCHITECTURAL CHARACTER



For Example, regarding roofs, from the Commercial Design Guidelines:

- Varied roof forms, such as towers, parapets, gabled roofs, hipped roofs and extended eaves with rafters and corbels, **may be used** to add interest **if consistent with the architectural style** of the building.
  - While **flat roofs are acceptable**, **pitch roofs are encouraged**.
  - Where gabled or hipped roofs are used, **their relationship to adjacent buildings should be considered**.
  - Parapet should have a simple molding to emphasize its edge.



AND STRENGTHEN THE GUIDELINES TO BECOME RULES, RATHER THAN ADVICE

Change rule to “Varied forms...**must be used...**” and list those that are consistent with each existing style.

“Prior to approval for a flat roof, an explanation is required for why a pitched roof is not possible.”

If the issue is flooding your neighbor’s yard, then let’s work on that elsewhere in the code.

Change “should” to “shall” or “must.” And we need to illustrate how a simple molding appears.

# PROJECTS UNDERWAY/DISCUSSED

Baltimore Avenue

Wilmington Avenue

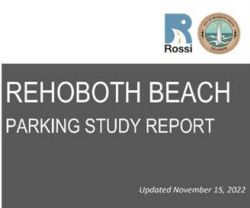






RELATED TO PROJECTS UNDERWAY OR BEING DISCUSSED :

- APPLICATION PROCEDURES
- STREETScape DESIGNS.
- THE CHRISTIAN STREET ANCHOR SITE
- BIKE ACCESSIBILITY.
- PARKING GARAGE FACADES.

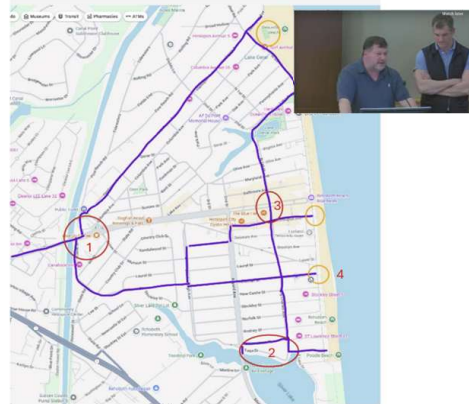


Project Title:  
Plan Group:  
File: C:\rehab\rehab\_study\_2021  
Date: 07/20/2021 (JGD) 810-0892

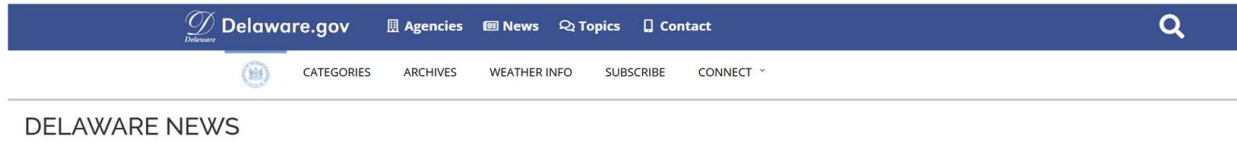
## A Complete RB Bike Network Proposal

- Encourages bikers to use quieter streets vs. RB Ave, Bayard and the RB Ave circle.
- Offer direct, complete connections from bikers entering from / exiting to the north, south and east
- Almost all residences within 1000 feet of the network

SEE NEXT PAGES FOR CHALLENGES/PROPOSALS FOR EACH HIGHLIGHTED SECTION



# ACCESS TO HOUSING | MISSING MIDDLE TYPES



## DSHA announces participants in zoning and land use reform pilot program

Delaware State Housing Authority | Date Posted: Friday, February 27, 2026

*Nine jurisdictions will receive technical assistance to create greater variety of housing types and address affordability challenges*

**Dover, Del. – Feb. 26, 2026 – Delaware State Housing Authority** (DSHA) today announced the eight municipalities and one county that will receive free technical assistance and the planning consultants they will work with to modernize municipal zoning and land use policies aimed at increasing the supply of affordable housing.

"At Smart Growth America, we know that outdated zoning rules too often stand between communities and the prosperity they're working to build for everyone who lives there," said **Tocarra Nicole Thomas, Assistant Vice President of Housing and Development at Smart Growth America**. "We're excited to partner with communities across Delaware to help expand housing options and strengthen local economies by modernizing zoning to meet today's needs. We applaud the Delaware State Housing Authority and state leaders for advancing this effort, and we can't wait to get started."

The jurisdictions have selected one or more reform ideas from these strategies:

- Allowing accessory dwelling units and/or "missing middle" housing types as a permitted use in residential zones
- Allowing manufactured/modular homes where single-family detached homes are permitted
- Creating pre-reviewed design plans for "missing middle" housing types
- Increasing allowable density for housing by reducing minimum lot sizes and bulk standards to promote the development of compact housing
- Increasing building heights for multifamily housing and mixed-use developments
- Establishing an inclusionary zoning program to address affordable and workforce housing needs
- Allowing higher density, mixed-use with residential in commercial zones or employment centers
- Reduce parking requirements in areas zoned for residential and mixed-use

For more information about the SJR8 pilot program, please see [Planning Assistance – State of Delaware – Delaware State Housing Authority](#).

MISSING MIDDLE BUILDING TYPES FIT THE SCALE OF BUILDINGS IN REHOBOTH.

WE HAVE SOME FREE TECHNICAL ASSISTANCE COMING COMPLEMENTS OF DSHA, TO ADDRESS MISSING MIDDLE



# REHOBOTH BEACH ZONING UPDATES (2026)

- The Goal is to have new ordinances before you by the end of 2026.
- **Today: Getting Phase 2 started, May 2026**
  - Presentation to City Commission.
  - Continued information gathering.
- **Next steps:**
  - Code Assessment: summarize findings from analysis and confirm scope for next phases of work
  - Preparations for Community Input / Code Charrette
  - Draft Zoning Updates, hearings/workshops.





REHOBOTH BEACH  
DOWNTOWN ZONING  
UPDATE  
**QUESTIONS &  
COMMENTS**

**Date:** April 24, 2026

**Version:** 1

**Topic:** Resolution of the Mayor and Commissioners authorizing all-way stop controlled intersections.

**Presentation Date:** Mayor and Commissioners Meeting on Monday, May 4, 2026

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**RESOLUTION  
OF THE MAYOR AND COMMISSIONERS OF THE CITY OF REHOBOTH  
BEACH TO REQUEST THAT DELDOT CONVERT SELECT INTERSECTIONS  
OF STATE ROAD AND COLUMBIA AVENUE TO ALL-WAY STOP  
CONTROLLED INTERSECTIONS (AWSC)**

**WHEREAS**, the Charter of the City of Rehoboth Beach vests power in the Mayor and Commissioners to provide for and preserve the health, peace, safety, cleanliness, ornament, and good order of the City and its inhabitants; and

**WHEREAS**, the City has a responsibility to ensure the safety and well-being of all roadway users, including pedestrians, cyclists, and motorists, particularly in areas with demonstrated or anticipated safety concerns; and

**WHEREAS**, several intersections within the City have experienced increased pedestrian activity due to residential growth, commercial development, or proximity to the beach, parks, community facilities, and the commercial area thereby necessitating enhanced traffic-calming measures; and

**WHEREAS**, the installation of all-way stop controls is a proven method for reducing vehicle speeds, improving driver awareness, and creating safer crossing conditions for pedestrians; and

**WHEREAS**, proactive implementation of traffic-control measures—before collisions or injuries occur—reflects the City’s commitment to preventative safety planning and responsible stewardship of public infrastructure; and

**WHEREAS**, the adoption of all-way stops at these locations aligns with the City’s broader goals of promoting walkability, encouraging multimodal transportation, and fostering safe, accessible neighborhoods; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Commissioners of the City of Rehoboth Beach request that the Delaware Department of Transportation approve the conversion of State Road and Munson/Grove, State Road and Hickman/Canal, Columbia and Gerar, and Columbia and Fourth intersections to all-way stops; and

**Date:** April 24, 2026

**Version:** 1

**Topic:** Resolution of the Mayor and Commissioners authorizing all-way stop controlled intersections.

**Presentation Date:** Mayor and Commissioners Meeting on Monday, May 4, 2026

38           **NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Mayor and  
39 Commissioners of the City of Rehoboth Beach also authorize the installation of  
40 all-way stops at the intersections of Henlopen and Gerar and Henlopen and  
41 Third.

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43 This Resolution shall be effective immediately upon its adoption by the Mayor  
44 and Commissioners of the City of Rehoboth Beach.

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48 Adopted by the Commissioners  
49 of The City of Rehoboth Beach  
50 \_\_\_\_\_, 2026

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54 \_\_\_\_\_  
55 Secretary of the Commissioners  
56 of The City of Rehoboth Beach

57  
58 **SYNOPSIS:** This Resolution requests that DeIDOT convert select intersections of State  
59 Road and Columbia Avenue to all-way stop controlled intersections. The intersections of  
60 State Road and Hickman/Canal, State Road and Munson/Grove, Columbia and Gerar,  
61 and Columbia and Fourth. Furthermore, this Resolution authorizes the installation of all-  
62 way stops at the intersections of Henlopen and Gerar and Henlopen and Third.

**Date:** April 24, 2026

**Version:** 1

**Authors:** Evan Miller and Lisa Borin Ogden

**Topic:** An ordinance to amend the City of Rehoboth Beach Code Chapter 92 Automobiles, Vehicles and Traffic Section 1 titled Definitions; Section 36 titled Parking in fire lanes; Section 65 titled Parking areas for handicapped persons and Section 234 titled Loading zones designated.

**Presentation Date:** Mayor and Commissioners Meeting May 4, 2026

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**AN ORDINANCE TO AMEND CHAPTER 92  
AUTOMOBILES VEHICLES AND TRAFFIC OF  
THE MUNICIPAL CODE OF THE CITY OF REHOBOTH BEACH BY  
AMENDING SECTION 1 TITLED DEFINITIONS; SECTION 36 TITLED PARKING IN  
FIRE LANES; SECTION 64 TITLED DEFINITIONS; SECTION 65 TITLED PARKING  
AREAS FOR HANDICAPPED PERSONS AND SECTION 234 TITLED LOADING  
ZONES DESIGNATED**

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

**Section 1.** Chapter 92, Section 1 titled Definitions, of the Municipal Code of the City of Rehoboth Beach, Delaware, 2001, as amended be and the same is hereby further amended by making insertions as shown by underlining and deletions as shown by strikethrough, as follows:

**FIRE LANE** - Any area designated for fire apparatus access and emergency operations, as determined by the Fire Marshal, Fire Chief, or other authorized official, and marked in accordance with applicable law.

**LOADING ZONE** - A portion of a street, alley, parking area, or other public right-of-way, or a designated off-street location, which is reserved for the temporary standing of vehicles for the purpose of actively loading or unloading passengers or property. Such loading zone shall be designated by the City Manager or designee and shall be clearly identified by signage, pavement markings, or other authorized means.

**Section 2.** Chapter 92, Section 36 titled Parking in fire lanes, of the Municipal Code of the City of Rehoboth Beach, Delaware, 2001, as amended be and the same is hereby further amended by making insertions as shown by underlining and deletions as shown by strikethrough, as follows:

- ~~B. There are hereby established the following fire lanes within the corporate limits of the City:~~
- ~~(1) On the north side of Laurel Street for a distance of 38 feet westerly measured from the face of the curb at the east end of the street.~~
  - ~~(2) On the south side of Brooklyn Avenue from the side entrance of Star of the Sea easterly for such distance as is required to reach the end of the building.~~
  - ~~(3) On the south side of Maryland Avenue for a distance of 15 feet westerly from the face of the curb at the east end of the street.~~
  - ~~(4) On the south side of Baltimore Avenue for a distance of 10 feet measured 97 feet easterly from the east curblineline of First Street.~~
  - ~~(5) On the north side of Virginia Avenue for a distance of 38 feet westerly measured from the face of the curb at the east end of the street.~~

- 42 ~~(6) On the south side of Virginia Avenue for a distance of 15 feet westerly measured~~  
43 ~~from the face of the curb at the east end of the street.~~
- 44 ~~(7) On the north side of Virginia Avenue for a distance of 15 feet westerly measured~~  
45 ~~from the property line between Lot 9, Virginia Avenue, and Lot 11, Virginia~~  
46 ~~Avenue.~~
- 47 ~~(8) On the north side of Grenoble Place for a distance of 128 feet easterly measured~~  
48 ~~from the intersection of the easterly curb of Lakeview Avenue with the northerly~~  
49 ~~right-of-way line of Grenoble Place.~~
- 50 ~~(9) On the east side of Lakeview Street from Grenoble Place to Lake Avenue.~~
- 51 ~~(10) On the south side of Lake Avenue easterly from the intersection of the easterly curb~~  
52 ~~of Lakeview Street to the main Boardwalk.~~
- 53 ~~(11) On the north side of Rehoboth Avenue for a distance of 55 feet easterly measured~~  
54 ~~from the standpipe connection of the Arc Condominium.~~
- 55 ~~(12) On the north side of Maryland Avenue for a distance of 25 feet westerly measured~~  
56 ~~from the face of the curb at the east end of the street.~~
- 57 ~~(13) On the north side of Baltimore Avenue at the eastern terminus for a distance of 67~~  
58 ~~feet westerly.~~
- 59 ~~(14) On the south side of Baltimore Avenue at the eastern terminus for a distance of 62~~  
60 ~~feet westerly.~~
- 61 ~~(15) On the north side of Olive Avenue for a distance of 10 feet westerly measured from~~  
62 ~~the face of the curb at the east end of the street.~~
- 63 ~~(16) On the south side of Olive Avenue for a distance of 15 feet westerly measured from~~  
64 ~~the face of the curb at the east end of the street.~~
- 65 ~~(17) On the east side of Second Street from Maryland Avenue to Olive Avenue.~~
- 66 ~~(18) On the south side of Olive Avenue for a distance of 115 feet easterly measured from~~  
67 ~~the intersection of the eastern curb of Second Street with the southern right-of-way~~  
68 ~~line of Olive Avenue.~~
- 69 ~~(19) On the north side of Maryland Avenue for a distance of 108 feet easterly measured~~  
70 ~~from the intersection of the eastern curbline of Second Street with the northern~~  
71 ~~right-of-way line of Maryland Avenue.~~
- 72 ~~(20) On the north side of Maryland Avenue for a distance of 74 feet easterly beginning~~  
73 ~~132 feet east of the intersection of the eastern curbline of First Street with the~~  
74 ~~northern right-of-way line of Maryland Avenue.~~
- 75 ~~(21) On the north side of Rehoboth Avenue for a distance of 11 feet easterly beginning~~  
76 ~~163 feet easterly of the intersection of the eastern curbline of First Street with the~~  
77 ~~northern right-of-way line of Rehoboth Avenue.~~
- 78 ~~(22) On the north side of Lake Avenue for a distance of 20 feet westerly, beginning a~~  
79 ~~distance of 392 feet from the most western curbline of the intersection with Third~~  
80 ~~Street.~~
- 81 ~~(23) On the north side of Grenoble Place for a distance of nine feet westerly measured~~  
82 ~~from the face of the curb at the east end of the street.~~
- 83 ~~(24) On the south side of Baltimore Avenue for a distance of 20 feet, eight inches~~  
84 ~~easterly beginning 295 feet four inches easterly of the intersection of the eastern~~  
85 ~~curb of Second Street with the southern right-of-way line of Baltimore Avenue.~~
- 86 ~~(25) On the north side of Maryland Avenue for a distance of 16 feet easterly, measured~~  
87 ~~208 feet from the eastern curbline of First Street.~~

- 88 ~~(26) On the north side of Maryland Avenue for a distance of 19 feet easterly, measured~~
- 89 ~~305 feet from the eastern curbline of First Street.~~
- 90 ~~(27) On the south side of the second block of Wilmington Avenue for a distance of 26~~
- 91 ~~feet easterly, measured 59 feet from the eastern curbline of Second Street.~~
- 92 ~~(28) On the south side of the second block of Wilmington Avenue for a distance of 30~~
- 93 ~~feet, measured 250 feet from the eastern curbline of Second Street.~~
- 94 ~~(29) On the north side of the second block of Baltimore Avenue for a distance of 21 feet~~
- 95 ~~eight inches westerly, measured 55 feet six inches feet from the western curbline of~~
- 96 ~~First Street.~~
- 97 ~~(30) On the north side of Wilmington Avenue, third block, a distance of 41 feet easterly~~
- 98 ~~from the northern curbline of Christian Street.~~
- 99 ~~(31) On the north side of Wilmington Avenue, third block, a distance of 23 feet easterly,~~
- 100 ~~measured 87 feet from the northern curbline of Christian Street.~~
- 101 ~~(32) On the south side of Wilmington Avenue, first block, a distance of 10 feet,~~
- 102 ~~measured 257 feet westerly from the most eastern curbline.~~
- 103 ~~(33) On the south side of Baltimore Avenue, ocean block, for a distance of nine feet~~
- 104 ~~westerly, measured 20 feet westerly from the most easterly curbline of Baltimore~~
- 105 ~~Avenue.~~
- 106 ~~(34) On the north side of Virginia Avenue for a distance of 10 feet westerly, measured~~
- 107 ~~99 feet from the face of the curb at the east end of the street.~~
- 108 ~~(35) On the south side of Baltimore Avenue, second block, for a distance of 22 feet~~
- 109 ~~westerly, measured 263 feet from the western curbline of First Street.~~
- 110 ~~(36) On the north side of Wilmington Avenue at the entrance to Penny Lane, consisting~~
- 111 ~~of one parking space 10 feet by 20 feet, designated at Parking Meter No. W 97A.~~
- 112 ~~(37) On the south side of Rehoboth Avenue for a distance of 22 feet easterly, measured~~
- 113 ~~50 feet from the eastern curbline of First Street.~~
- 114 ~~(38) On the north side of Philadelphia Street for a distance of 34 feet easterly, measured~~
- 115 ~~146 feet from the eastern curbline of First Street.~~
- 116 ~~(39) On the north side of Hickman Street for a distance of 26 feet westerly, measured~~
- 117 ~~226 feet westerly from the face of the curb at the east end of the street.~~

118  
 119 **Section 3.** Chapter 92, Section 64 titled Definitions, of the Municipal Code of the City of  
 120 Rehoboth Beach, Delaware, 2001, as amended be and the same is hereby further amended by  
 121 making insertions as shown by underlining and deletions as shown by strikethrough, as follows:  
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123 **ACCESSIBLE PARKING SPACE**

124 A designated parking space reserved for use by individuals with disabilities that is  
 125 designated, marked, and signed in compliance with the Americans with Disabilities Act  
 126 (ADA) Standards for Accessible Design.

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 128 **Section 4.** Chapter 92, Section 65 titled Parking areas for handicapped persons, of the  
 129 Municipal Code of the City of Rehoboth Beach, Delaware, 2001, as amended be and the same is  
 130 hereby further amended by making insertions as shown by underlining and deletions as shown by  
 131 strikethrough, as follows:  
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It shall be unlawful for any person to park, stand or stop any vehicle, other than a vehicle of the handicapped, in any ~~of the following areas:~~ [accessible parking space](#).

Name of Street	Location
Baltimore Avenue	Two spaces located, first block, north side, near the Boardwalk
Baltimore Avenue	Two spaces located, first block, south side
City Hall Drive	One space located in front of the Parking Department Building
Convention Hall	Five spaces located, west side of the municipal parking lot on the east side of Convention Hall
Convention Hall	Three spaces located on the eastern end of the municipal parking lot on the west side of Convention Hall
Delaware Avenue	One space located, south side of the first block at the most eastern end
Grenoble Place	Two spaces located, first block, north side
Grove Park	Three spaces located in the Grove Park parking lot
Henlopen Hotel	One space located, north end of the ocean front, north side of the Henlopen Hotel
Henlopen Hotel	One space located, south end of the ocean front, north side of the Henlopen Hotel
King Charles Avenue	Two spaces located, west side, at the corner of King Charles Avenue and Laurel Street in front of Saint Edmond's Church
King Charles Avenue	Two spaces located, west side, at the corner of King Charles Avenue and Hickman Street in front of Saint Edmond's Church
Lake Avenue	Three spaces located, east end, middle, and west end of the block
Laurel Street	Eight spaces located, south side of the first block at the most eastern end
Laurel Street	Two spaces located, second block, north side, west of King Charles Avenue
Laurel Street	One space located, second block, south side, west of King Charles Avenue
Martin's Lawn	Two spaces in Martin's Lawn parking lot on Christian Street
Maryland Avenue	Four spaces located, first block, south side, near the Boardwalk
Olive Avenue	One space located, south side, first block in front of the Episcopal Church
Olive Avenue	Two spaces located, south side, first block near the Boardwalk
Rehoboth Avenue	Two spaces located, first block, north side, east of the crosswalk
Rehoboth Avenue	Two spaces located, first block, north side, west of the crosswalk
Rehoboth Avenue	Two spaces located, first block, south side, west of the crosswalk
Rehoboth Avenue	Three spaces located, first block, south side, east of the crosswalk
Rehoboth Avenue	One space, second block, north side, west of the spaces reserved for the Post Office
Rehoboth Avenue	Two spaces located, first block, north side, east of First Street
Rehoboth Avenue	Two spaces located, third block, south side, west of Second Street

Name of Street	Location
Wilmington Avenue	Two spaces, located, south side, first block, at the eastern end

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**Section 5.** Chapter 92, Section 234 titled Loading zones designated, of the Municipal Code of the City of Rehoboth Beach, Delaware, 2001, as amended be and the same is hereby further amended by making insertions as shown by underlining and deletions as shown by strikethrough, as follows:

No vehicle shall be parked within any ~~There are hereby established the following~~ areas designated as a loading zone except for the purposes of loading and unloading ~~of~~ materials from vehicles engaged in the transportation of freight, merchandise or cargo of any kind.:

- ~~A. On the west side of First Street, for a distance of 35 feet in a northerly direction beginning 19 feet north of the intersection of the northern curbline of Rehoboth Avenue with the western right of way line of First Street.~~
- ~~B. Along the face of the curb of Rehoboth Avenue, beginning at the intersection of the western curbline of the Boardwalk with the southern curbline of Rehoboth Avenue in a westerly direction for a distance of eight feet 10 inches.~~
- ~~C. Along the face of the curb of Rehoboth Avenue, beginning at the intersection of the western curbline of the Boardwalk with the southern curbline of Rehoboth Avenue in a northerly direction for a distance of 153 feet.~~
- ~~D. On the south side of Rehoboth Avenue, for a distance of 11 feet five inches in a westerly direction beginning 35 feet six inches west of the intersection of the western curbline of First Street with the southern right of way line of Rehoboth Avenue.~~
- ~~E. On the north side of Wilmington Avenue, for a distance of 32 feet in a westerly direction beginning 23 feet west of the intersection of the western curbline of First Street with the northern right of way line of Wilmington Avenue.~~
- ~~F. On the north side of Wilmington Avenue, for a distance of 10 feet in a westerly direction beginning at the intersection of the northern right of way line of Wilmington Avenue with the face of the curb at the east end of Wilmington Avenue.~~
- ~~G. On the west side of Second Street, for a distance of 25 feet in a southerly direction measured from the intersection of the southern right of way line of Wilmington Avenue Extended with the western right of way line of Second Street.~~
- ~~H. On the north side of Rehoboth Avenue, for a distance of 10 feet in a westerly direction beginning 282 feet west of the intersection of the western curbline of First Street with the northern right of way line of Rehoboth Avenue.~~
- ~~I. On the south side of Christian Street, for a distance of 17 feet in a westerly direction beginning 410 feet five inches west of the intersection of the western curbline of Second Street with the southern right of way line of Christian Street.~~
- ~~J. On the south side of Olive Avenue in front of a condominium known as "Patrician Towers" consisting of one parking space 10 by 20 feet designated as Parking Meter No. O-38A.~~
- ~~K. On the south side of Virginia Avenue in front of Edgewater House consisting of one parking space 10 by 20 feet designated as Parking Meter No. V-23A.~~
- ~~L. On Fourth Street, east side, beginning 57 feet from Rehoboth Avenue, a distance of 20 feet.~~

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- ~~M. On Wilmington Avenue, south side, for a distance of 10 feet in a westerly direction beginning 32 feet from the most eastern curbline.~~
- ~~N. On Baltimore Avenue, south side, for a distance of nine feet in a westerly direction beginning 11 feet from the most eastern curbline.~~
- ~~O. On the north side of Rehoboth Avenue, in front of Village By The Sea shops, consisting of one parking stall, 10 by 20 feet, designated as Meter No. R-281.~~
- ~~P. On the north side of Virginia Avenue in front of Virginia One Condominium consisting of one parking space 10 by 20 feet designated as Parking Meter No. V-28A.~~

**Section 6.** Chapter 194, Section 234 titled Loading zones designated, of the Municipal Code of the City of Rehoboth Beach, Delaware, 2001, as amended be and the same is hereby further amended by making insertions as shown by underlining and deletions as shown by strikethrough, as follows:

**Section 7.** This Ordinance shall become effective immediately upon its adoption by the Commissioners of the City of Rehoboth Beach.

Adopted by the Commissioners  
of the City of Rehoboth Beach  
\_\_\_\_\_, 2026

\_\_\_\_\_  
Secretary of the Commissioners of  
the City of Rehoboth Beach

SYNOPSIS: This ordinance removes references to the specific locations of fire lanes, accessible parking spaces and loading zones.

Date: April 27, 2026  
Version: 1  
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.

Date: April 27, 2026

Version: 1

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Presentation Date: Mayor and Commissioners Meeting, May 4, 2026

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 April 1, 2026  
48 and ending March 31, 2028, the rent shall be FOURTEEN THOUSAND TWO HUNDRED  
49 AND FIFTY DOLLARS (\$14,250) per year. During the remaining term of this lease and any  
50 extension thereof the rent shall 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	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00

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. The City shall provide the  
309 Chamber with written notice of its intent to sell a Subject Property, including the material  
310 terms and conditions of the proposed sale, the purchase price, and any significant  
311 contingencies ("Sale Notice"). The Chamber shall have sixty (60) days from receipt of the  
312 Sale Notice to notify the City in writing of its election to purchase the Subject Property on  
313 the terms stated in the Sale Notice. If the Chamber does not timely exercise this Right of  
314 First Refusal, the City may sell the Subject Property to a third party on terms no more  
315 favorable to the purchaser than those offered to the Chamber. If the City does not  
316 consummate such sale within one hundred eighty (180) days, or proposes materially  
317 different terms, the City shall again comply with this Section prior to any sale. This Right of  
318 First Refusal applies independently to each Subject Property. The City may elect to sell  
319 either property separately or both together; provided, however, that if both are offered as  
320 part of a single transaction, the Chamber shall have the right to purchase both on the same  
321 terms. Nothing herein obligates the City to sell any Subject Property, and the decision  
322 whether to sell shall remain in the City's sole discretion. This Right of First Refusal shall  
323 terminate automatically upon expiration or earlier termination of this Lease unless otherwise  
324 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

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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

Lea

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.

Lea

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.

430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440

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.

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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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**EXHIBIT "A"**

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**DEMISED**

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**PREMISES**

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**INSERT PROPERTY MATERIALS FROM APPRAISAL**