



# **REHOBOTH BEACH BOARD OF COMMISSIONERS**

## **Support Document Packet**

### **WORKSHOP MEETING:**

**March 7, 2016**

#### **\*\*DISCLAIMER\*\***

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# City of Rehoboth Beach

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THE COMMISSIONERS OF REHOBOTH BEACH  
Workshop Meeting  
Second Floor of Rehoboth Beach Volunteer Fire Company  
Monday, March 7, 2016; 9:00 a.m.

## **WORKSHOP AGENDA**

1. Call to Order
2. Roll Call
3. Correspondence
4. Old Business
  - A. Discuss with Kyle Gulbranson of AECOM, the City's planning consultant, a draft Residential Rental Ordinance.
  - B. Discuss a draft contract renewal between the City and the current beach concessionaire for the rental of umbrellas, chairs and rafts.
  - C. Discuss refuse, recycling and yard waste issues, potential related code changes and providing a pilot valet waste collection program – Commissioners Mills and McGuiness and City Manager Sharon Lynn.
  - D. Discuss the requirements contained in the City Code related to the size of restaurants.
  - E. Discuss the status of brewery-pubs as related to the City's applicable zoning and licensing requirements.
5. New Business
  - A. Discuss changing the beginning date for certain City required annual licenses.
6. City Manager's Report
7. Committee Report
8. City Solicitor's Report
9. Commissioner Announcements/Comments
10. Discuss items to include on future agendas.
11. Citizen Comment
12. Adjournment

### AGENDA ITEMS MAY BE CONSIDERED OUT OF SEQUENCE.

Citizen comment regarding Old Business, New Business and Committee Reports will be heard during each agenda topic after initial discussion by the Commissioners at the discretion of the chair. Speakers shall state their name and address. Comments are limited to three minutes or at the discretion of the chair. Comments on non-agenda items will be heard under "Citizen Comment".

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

\*\*Next scheduled meeting – (Regular) Friday, March 18, 2016; 7:00 p.m.

amw: 02/29/16; posted 02/29/16

pc (via Fax) Cape Gazette, Coast Press, State News

1 DATE: March 2016  
2 VERSION: 6  
3 AUTHOR(S)/SPONSOR(S): Kyle Gulbranson, AICP, AECOM & Working Group  
4

5  
6 **AN ORDINANCE TO CREATE A NEW CHAPTER 210 OF THE MUNICIPAL CODE OF THE**  
7 **CITY OF REHOBOTH BEACH, DELAWARE, 2001, TO BE TITLED “RESIDENTIAL**  
8 **RENTALS”**

9 :Board of

10  
11 **WHEREAS, the Commissioners of Rehoboth Beach are committed to the sustainability**  
12 **and long-term protection of the traditional residential character of the City’s residential**  
13 **neighborhoods;**

14  
15 **WHEREAS, the use of single and multiple family dwelling units have long been used in**  
16 **the City for residential rental purposes to provide an alternative to traditional accommodations;**  
17 **however, such uses may have adverse impacts that can best be addressed through appropriate**  
18 **regulation;**

19  
20 **WHEREAS, the regulation of residential rentals will preserve and protect the City’s**  
21 **neighborhoods and provide standards and procedures for residential rentals, as well as educate**  
22 **owners and prospective renters on City regulations and expected behaviors; and**

23  
24 **WHEREAS, the purpose of this Ordinance is to establish regulations for such use of**  
25 **residential rental property thereby enabling the City to preserve the public health, safety, and**  
26 **welfare.**

27  
28 **BE IT ORDAINED by the Mayor and Commissioners of the City of Rehoboth Beach, in**  
29 **session met, a quorum pertaining at all times thereto, in the manner following to-wit:**

30  
31 **Section 1.** **the Municipal Code of the City of Rehoboth Beach, Delaware, 2001, as**  
32 **amended be and the same is hereby further amended by adding “Chapter \_\_\_\_\_210: Residential**  
33 **Rentals” as follows:**

34  
35 **Section- Chapter 210: Residential Rentals.**

36  
37 **§ 210-1 Title.**

38  
39 **\_\_\_\_\_This Chapter shall be referred to as the “Residential Rental Ordinance.”**

40  
41  
42 **Section- § 210-2 Purpose.**

43  
44 **\_\_\_\_\_The City Commissioners find and determine as follows:**

- 45  
46 A. The use of single and multiple family dwelling units have long been used in the  
47 resort community for Residential Rental purposes to provide an alternative to

48 traditional accommodations; however, such uses may have adverse impacts that  
49 can best be addressed through ~~an~~ appropriate ~~city regulatory program~~ regulations.

51 B. The ~~establishment regulation~~ of ~~a regulatory program for~~ Residential Rentals will ~~provide an~~  
52 ~~administrative procedure to~~ preserve and protect the City's neighborhoods and provide  
53 standards and procedures for Residential Rentals, as well as ~~education for~~ educate  
54 prospective renters on City regulations and expected behaviors.

56 C. The purpose of this Chapter is to establish regulations for such use of ~~residential~~  
57 ~~rental property~~ Residential Rentals thereby enabling the City to preserve the public  
58 health, safety, and welfare.

60 D. This Chapter ~~is not intended to~~ does not regulate hotels, motels, inns, tourist  
61 homes, rooming and boarding houses, ~~cabins~~ Cabins, and ~~cottages~~ Cottages.

63 **Section § 210- 3 Definitions.**

64  
65 \_\_\_\_\_ For purposes of this Chapter, the following words and phrases shall have the meaning  
66 respectively ascribed to them by this Section:

68 **BEDROOM** - An area ~~of~~ contained within a Residential Rental that is normally occupied  
69 ~~and being~~, heated or cooled by any equipment listed or labeled for human habitation, and  
70 designated as a sleeping room or area.

72 **CABIN** - A small single-story residential dwelling without kitchen facilities that is used  
73 as a ~~residential rental~~ Residential Rental and located ~~on~~ upon real property with a rental  
74 office or attendant. A cabin shall not be an accessory to a principal dwelling.

76 **COTTAGE** - A small single-story residential dwelling used as a ~~residential~~ Residential  
77 ~~rental~~ Rental, located on a property with a rental office or attendant. A cottage shall not  
78 be an accessory to a principal dwelling.

80 **EFFICIENCY UNIT** ~~An apartment in~~ A dwelling in which one room typically contains  
81 the kitchen, living, and sleeping quarters, but with a separate bathroom.

83 **GOOD CAUSE** - For the purposes of denial, suspension, revocation, imposition of  
84 conditions, renewal, and reinstatement of a Residential Rental License, Good Cause  
85 means: (1) the Owner, the Owner's ~~Agent~~ agent or representative, or the Local Contact  
86 Person has failed to comply with any of the terms, conditions, or provisions of this  
87 Chapter or any relevant provision of this Code, State law, or any rule or regulation  
88 promulgated thereunder; (2) the Owner, ~~the~~ the Owner's ~~Agent, or agent or representative, or~~  
89 the Local Contact Person has failed to comply with any special conditions or restrictions  
90 that were placed upon the Residential Rental License by the City Manager; (3) the  
91 Residential Rental has been operated in a manner that adversely affects the public health  
92 or welfare or the safety of the immediate neighborhood in which the Residential Rental is  
93 located; or (4) is delinquent with any taxes or fees owed to the City of Rehoboth Beach.

94  
95 **GOOD NEIGHBOR BROCHURE** - A document prepared by the City that summarizes  
96 the general rules of conduct, consideration, and respect, including without limitation  
97 provisions of the ~~Rehoboth Beach~~ Municipal Code of the City of Rehoboth Beach, Delaware  
98 applicable to ~~or expected of~~ renters and residents of the City.  
99

100 **LOCAL CONTACT PERSON** - An individual designated by the Owner, ~~an Agent of or~~  
101 ~~the Owner or local property manager,~~ the Owner's agent or representative who is available  
102 twenty-four (24) hours per day, seven (7) days per week for the purpose of responding by  
103 telephone or in-person to complaints regarding any violation of this Code or the  
104 condition, operation, or conduct of occupants of the Residential Rental, ~~and who is or any~~  
105 ~~agent of the Owner~~ authorized by the Owner to take remedial action ~~and who responds to~~  
106 ~~any violation of this Code.~~  
107

108 **OWNER** - The ~~person(s) or entity(ies) that hold(s) legal and/or equitable title to a Residential Rental~~  
109 ~~unit~~ owner of any Property.  
110

111 **PROPERTY** - A ~~legal lot~~ parcel of record on real property upon which a Residential Rental is  
112 ~~located~~ situated.  
113

114 **RENTAL TERM** - The period of time an occupant and/or guest rents or leases a  
115 Residential Rental.  
116

117 **RESIDENTIAL RENTAL** - A dwelling unit, including single-family detached, single-  
118 family attached, or multi family unit, or any portion thereof, rented for ~~occupancy for~~  
119 dwelling, lodging, or sleeping purposes, and which is made available by agreement for  
120 residential occupancy by a tenant in ~~consideration exchange~~ for payment ~~of rent regardless of~~  
121 ~~rental term.~~  
122

123 **RESIDENTIAL RENTAL LICENSE** - ~~Also referred to as "Rental License" means an~~ An annual  
124 license issued by the City pursuant to this Chapter.  
125

126 **Section § 210-4 Applicability.**  
127

128 This ~~Ordinance~~ Chapter shall apply to all Residential ~~Rental units as defined in Section 3~~ Rentals,  
129 ~~except for hotels, motels, inns, tourist homes, rooming and boarding houses, Cabins, and~~  
130 ~~Cottages.~~  
131

132 ~~a) No Owner of a Residential Rental shall rent any unit without a valid Rental License pursuant to this Chapter.~~  
133

134 **Section**  
135   

136  
137 **§ 210-5 Owner Representative/Representation.**  
138

139 An Owner may retain an ~~Agent~~ agent or a representative to comply with the requirements of this  
140 Chapter, including, without limitation, the filing of a complete Residential Rental License

141 application, the management of ~~the any~~ Residential Rental ~~unit or units~~, and ~~the~~ compliance with the  
142 requirements of this Chapter. Except as provided in this Chapter to the contrary, and  
143 notwithstanding any agency relationships between an Owner and an ~~Agent~~agent or representative,  
144 the Owner of ~~the any~~ Residential Rental ~~unit or units~~ shall remain responsible for compliance with  
145 the provisions of this Chapter and the failure of an ~~Agent~~Owner's agent or representative to  
146 comply with this Chapter shall not relieve the Owner ~~of the Owner's obligations under the provisions from~~  
147 any requirement of this Chapter.

148  
149 **Section § 210- 6 Residential Rental License and Registration Requirements.**

150  
151 A. No Owner shall rent any Residential Rental without a valid Residential Rental License.

152  
153 ~~A.B.~~ Prior to use of any property as a Residential Rental, the ~~Applicant~~Owner shall apply for  
154 and obtain annually a Residential Rental License ~~annually~~ on a form provided by the City and  
155 signed by the ~~Applicant~~Owner under penalty of perjury. Each application shall contain the  
156 following information:

- 157
- 158 (1) The name, address, email, and telephone number of the Owner of the ~~unit~~Residential  
159 Rental for which the Residential Rental License is to be issued;
- 160 (2) The name, address, email and telephone number of the ~~Agent~~agent or representative, if  
161 any, of the Owner ~~of the unit~~;
- 162 (3) The name, address, email, and ~~twenty-four (24) hour~~ telephone number of the Local  
163 Contact Person
- 164 (4) The physical address of the ~~residential property proposed to be used as a~~ Residential Rental  
165 for which the application is submitted;
- 166 (5) The number of ~~bedrooms~~Bedrooms contained within the Residential Rental ~~unit~~ and the  
167 maximum occupancy;
- 168 (6) Acknowledgement that all ~~Applicants~~applicants have reviewed and understand all  
169 regulations pertaining to the ~~operation of a~~ Residential Rental; and  
170 ~~(7) A signed and notarized safety certification, if applicable; and~~  
171 ~~(8)~~(7) Such other information as the City Manager deems reasonably necessary to  
172 administer this Chapter.

173  
174 ~~B.C.~~ A Residential Rental License may be denied if a license for a Residential Rental ~~License for~~  
175 ~~the same unit and~~ issued to the same Owner has previously been revoked for Good Cause  
176 pursuant to ~~Section 9~~this Chapter. The denial of a Residential Rental License ~~for any reason~~ may  
177 be appealed in accordance with to the provisions of ~~Chapter § 120-12-6~~ of the Municipal Code  
178 of the City of Rehoboth Beach, Delaware.

179  
180 ~~C.D.~~ Upon Within 30 days of a change of property ownership, agent, or other material facts set  
181 forth in the ~~annual license~~application for any Residential Rental License, a new  
182 licenseapplication for a Residential Rental License and license fee shall be ~~required to continue~~  
183 ~~operation of~~submitted and a new license issued before the continued operation of the  
184 Residential Rental and within thirty (30) days of said change the Owner or his or her Agent shall submit the  
185 required registration and fee be permitted.

187 **Section § 210-7 Operational Requirements and Standard Conditions.**  
188

189 A. The Owner shall use reasonable business practices to ensure that the Residential Rental ~~unit~~  
190 complies with all applicable codes ~~regarding~~concerning fire, building, health and safety, and all  
191 other relevant laws.  
192

193 ~~B.~~ Any new Residential ~~unit~~Rental or previously licensed Residential Rental that has not been  
194 licensed applying for a Residential Rental License for the first time, or an existing residential  
195 rentalResidential Rental whose license has not been renewed for a period of two (2) years ~~or is~~  
196 ~~not current on rental license fees shall~~ may be required to be inspected by the City for  
197 compliance with the provisions of this ~~Ordinance~~Chapter and the building, health and safety  
198 requirements of the City and State of Delaware. Following an inspection, a notice of  
199 compliance or listing of deficiencies will be provided to the Owner or ~~his~~ the Owner's agent  
200 or ~~her Agent~~ Existing licensed representative.  
201

202 ~~B.C.~~ A safety certification form shall be completed by the Owner or the Owner's agent or  
203 representative as part of the annual licensing process.~~Residential Rental units Rentals existing~~  
204 ~~and licensed as of the date of adoption of this Ordinance will be required to~~ Chapter shall complete  
205 an annual safety certification form for health and safety requirements as part of the annual  
206 license renewal process. The form will identify minimum health and safety requirements and  
207 required safety equipment to be present in each Residential Rental unit. The safety  
208 certification form shall be completed by the Owner or his or her Agent and notarized. A safety  
209 certification form will need to~~shall~~ be completed annually as part of the license renewal  
210 process. Any Owner may also request an Residential Rental inspection by the City ~~of their~~  
211 rental unit in lieu of completing the annual safety certification form.  
212

213 ~~C.D.~~ The overnight occupancy of a Residential Rental unit is limited to a specific number of  
214 occupants, with the maximum number of overnight occupants~~shall~~ not to exceed two (2)  
215 persons per bedroom plus an additional four (4) persons ~~within each Residential Rental unit.~~  
216 Children under the age of two (2) years ~~will~~shall not ~~count~~be counted towards the overall  
217 number of occupants. ~~The Owner of a Residential Rental has the right to limit the number of~~  
218 occupants to a number less than the maximum occupancy required by the City. ~~The following~~  
219 chart is provided as an example~~By way of how~~reference, this Section would~~shall~~ be applied to specific  
220 situations as follows:  
221  
222

<b>Number of Bedrooms</b>	<b><u>Total</u>Maximum Number of Overnight Occupants</b>
0 <del>+</del> /Efficiency Unit	4
1	6
2	8
3	10
4	12

5	14
6	16
7	18

223  
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266

~~D.E.~~ An exception to the maximum occupancy under this Section may be authorized by the City Manager when an Owner requests a greater occupancy limitation than would otherwise be permitted, and demonstrates that the Residential Rental has been occupied by at least the number of individuals requested for at least twenty (20) consecutive or nonconsecutive days between January 1, 2015 and [INSERT ADOPTION DATE]. An occupancy exception shall be granted if the Building Inspector determines that the Residential Rental has adequate accommodations to exceed the occupancy limitations of this Section, and the City Manager determines that the additional occupancy will not be a detriment to public health, safety, or welfare. The Building Inspector may require an inspection to determine if there are adequate accommodations. Any request for an occupancy exception must be received by the City Manager on or before [INSERT DATE EQUAL TO 1 YEAR FROM THE ADOPTION DATE] is ample capacity. The maximum occupancy of any and all Residential Rentals established prior to the adoption date of this Ordinance, shall be subject to the same limitations as contained in Section 7c above unless the Owner or Agent can provide provides documentation of a pre-existing occupancy precedent. An Owner or Agent of such a property shall request an exception to the occupancy requirement at time of application for a Residential Rental License or renewal. The City Manager shall confirm with the Building Inspector that the residence has the capacity to house occupants in excess of the City's occupancy maximum and may require an inspection by the Building Inspector.

~~E.F.~~ The Owner shall use reasonable-reasonably prudent business practices to ensure that the occupants and/or guests of the Residential Rental-unit do not create unreasonable noise disturbances, engage in disorderly conduct, or violate provisions of this Codethe Municipal Code or any applicable law of the State lawof Delaware.

~~F.G.~~ During the term each Residential Rental unit is rentedTerm, the Local Contact Person designated by the Owner, shall be available twenty-four (24)-hours per day, seven (7) days per week for the purpose of: (1) receiving telephone calls or other communications from the City Police Department or other City Official relative to complaints about a property they manage;the Residential Rental; and (2) responding to the complaint by telephone or in-person when directed by the policeCity Police Department or any city officialother City Official.

~~G.~~ For the purpose of this Section the following procedure shall be used to respond to identified complaints and violations requiring the Local Contact Person's involvement.

~~H.~~ Should a City Police OfficerDepartment or City Official be notified of a complaint regarding any occupant(s) and/or guest(s) of a Residential Rental unit, the compliant shall be investigated by a Police Officer or City Official and the Officer/Official shall to determine whether or not the complaint warrants notification of the designated Local Contact Person. Should the incident be resolved by the Police Officer or local Official and no contact is made towithout contacting the Local Contact Person, a report shall be provided to the City Manager's Office the following day regarding the incident.



267  
268 I.H. ~~When Should the Officer or local Official determine that the~~ complaint warrants the  
269 notification of the ~~designated~~ Local Contact Person, the ~~City Police or a City Official shall promptly notify~~  
270 ~~the~~ Local Contact Person shall be promptly notified of the complaint and requested to assist  
271 with the resolution of the ~~issue or complaints~~same. ~~A report shall be provided to the City~~  
272 ~~Manager's Office the following day regarding the incident.~~

273  
274  
275 J.I. Failure of the Local Contact Person to cooperate with City Police or City Officials in  
276 responding to ~~a notification of a calls or notices of~~ complaints ~~regarding~~concerning the  
277 condition, operation, or conduct of occupants or guests of the Residential Rental in a timely  
278 and appropriate manner shall be grounds for imposition of penalties as set forth in this  
279 Chapter. ~~It is not intended that an Owner, Agent, or The~~ Local Contact Person shall not be required to  
280 act as a peace officer or place himself or herself in an at-risk situation in responding to any  
281 notice provided pursuant to this Chapter.

282  
283  
284 K.J. The Owner ~~of the Residential Rental unit~~ shall post a copy of the Residential Rental License  
285 and a copy of the conditions set forth in this Section in a conspicuous place within the  
286 ~~unit~~Residential Rental.

287  
288 L.K. The Owner shall provide each occupant of a Residential Rental with the following  
289 information prior to occupancy of the unit ~~and/~~or post such information in a conspicuous  
290 place within the ~~unit~~Residential Rental:

- 291  
292 1) The name, email and a telephone number of the ~~Managing Agency, Agent, Rental Manager,~~  
293 Local Contact Person, ~~or Owner of the unit, email and a telephone number at which that party may be~~  
294 ~~reached on a twenty-four (24) hour basis~~Owner;
- 295 2) The collection days for refuse, yard waste and recyclables and applicable rules and  
296 regulations pertaining to storing waste materials on the exterior of the ~~property~~Property;
- 297 3) Notification that the occupant may be cited ~~or~~and fined by the City and ~~or~~immediately  
298 evicted ~~by the Agent or Owner~~ pursuant to laws of the City and the State law of Delaware,  
299 in addition to any other remedies available at law, for creating a disturbance or for  
300 violating other provisions of this Chapter and the City Noise Ordinance, ~~a copy of the~~  
301 ~~City's Noise Ordinance is to be provided~~;
- 302 4) The requirements of the City's Noise Ordinance;
- 303 ~~4)5)~~ Notification that failure to conform to the occupancy requirements of the  
304 Residential Rental ~~unit~~ is a violation of this Chapter; and
- 305 ~~5)6)~~ Provide a~~A~~ copy of the ~~The City of Rehoboth Beach Good Neighbor brochure~~Brochure.

306  
307 M. ~~The use of a Residential Rental unit shall not violate any applicable conditions, covenants, or~~  
308 ~~other restrictions on real property~~the Property.

309  
310 N.L. The City Manager shall have the authority to impose additional ~~standard~~ conditions,  
311 applicable to all Residential ~~Rental units,~~Rentals as necessary, to achieve the purpose and  
312 objectives of this Chapter. A list of all such additional ~~standard~~ conditions shall be maintained

313 and on file in the office of the City Clerk and such offices as the City Manager ~~designates~~may  
314 designate.

315  
316 ~~Q. Notwithstanding the provisions of this Section, upon a determination of good cause~~Good  
317 Cause, the City Manager may impose additional or special standards ~~conditions or~~  
318 ~~performance standards~~requirements for placement or imposition of special conditions or  
319 ~~performance standards for Owners, Owner's Agents, Local Contact Persons for a particular property~~the  
320 Residential Rental for which Good Cause has been determined.

321  
322 ~~P.M.~~ The standard conditions may be modified by the City Manager upon request of the  
323 Owner ~~or his or her Agent~~ based on siteProperty-specific circumstances and for the purpose of  
324 allowing reasonable accommodation of a Residential Rental. All requests must be in writing  
325 and shall ~~identify how the strict application of the~~demonstrate that the standard conditions ~~creates~~create  
326 an unreasonable hardship ~~to a property~~Property such that, if the requirement is not modified,  
327 reasonable use of the propertyProperty for a Residential Rental would ~~not be allowed~~effectively  
328 prohibited. Any hardships identified must relate to physical constraints ~~to~~of the subject  
329 siteProperty and shall not be self-induced or economic. ~~Any modifications to the standard~~  
330 ~~conditions shall not further exacerbate an already existing problem~~.

331  
332 ~~Q. The City Manager shall have the authority to establish administrative rules and regulations~~  
333 ~~consistent with the provisions of this Chapter for the purpose of interpreting, clarifying,~~  
334 ~~carrying out, furthering, and enforcing the requirements and the provisions of this Chapter. A~~  
335 ~~copy of such administrative rules and regulations shall be on file in the office of the City~~  
336 ~~Clerk.~~

337  
338 **Section § 210-8 Residential Rental Unit Assessment.**

339 ~~Each Owner and Agent or representative of any~~

340 a. At the request of the City Manager, an Owner shall provide reasonable access to ~~their~~a  
341 Residential Rental and provide any records related to the use and occupancy of the  
342 Residential Rental ~~at the request of the City Manager~~ for the purpose of inspection or assessment  
343 to determine that the objectives and conditions of this Chapter are being fulfilled and to  
344 investigate any reported health, safety and welfare concerns.

345  
346 b. An assessment and inspection may be deemed necessary for any of the following reasons:

- 347  
348 1) Documented violations of ~~this Ordinance and other~~the Municipal Code of the City  
349 codes of Rehoboth Beach;
- 350 2) Complaints from ~~the tenant of a residential rental unit~~an occupant of the Residential  
351 Rental that a code violation ~~may exist~~exists;
- 352 3) Records maintained by the Enforcement Official which were established during  
353 previous inspections and which reflect prior ~~existence of code~~ violations of the  
354 Municipal Code of the City of Rehoboth Beach and/or the absence of correction of  
355 such violations;
- 356 4) Direct referrals for inspection from other City Officials with code enforcement  
357 responsibility or from officials of a federal, state or local agency, or from officials  
358 with a public or private utility;

359 | 5) Reports that the exterior condition of ~~a residential rental unit~~ the Residential Rental  
360 | reflects the existence of ~~code~~ violations of Municipal Code of the City of Rehoboth  
361 | Beach; or

362 | 6) Failure of the ~~property owner~~ Owner to properly submit Safety Certification form.

363 |  
364 | c. Owners shall provide access to all required areas of a Residential Rental unit for  
365 | inspection within twenty-one calendar days of an inspection request from the Building  
366 | Inspector or the Building Inspector's designee. This time period may be extended upon  
367 | the approval of the Chief Building Inspector. If the Residential Rental unit is legally  
368 | occupied by a tenant or other occupant, the Owner or the Owner's agent or representative  
369 | shall notify the tenant or occupant and request that the tenant or occupant allow the  
370 | inspection. The Owner shall not be in violation of this section if the tenant or occupant  
371 | refuses to allow the inspection. Upon notification of the City Manager's Office of an  
372 | assessment or inspection, the Owners shall provide access to all required areas of a  
373 | Residential Rental unit for inspection within forty-eight hours of an inspection request from the  
374 | Building and Licensing Department. This time period may be extended upon the approval of the  
375 | Chief Building Inspector or his or her designee. If the Residential Rental unit is legally  
376 | occupied by a tenant or other occupant, the owner shall notify the tenant or occupant and  
377 | request that the tenant or occupant allow the inspection. The owner shall not be in violation  
378 | of this section if the tenant or occupant refuses to allow the inspection.  
379 |

380 | d. If an inspection is scheduled and entry is thereafter refused or cannot be obtained, the  
381 | inspector shall have recourse to every remedy provided by law to secure lawful entry and  
382 | inspect the premises, including, but not limited to, securing an inspection warrant from  
383 | the Alderman Court or any other court of competent jurisdiction. The inspector shall  
384 | provide notice that a warrant has been issued to both the ~~owner~~ Owner or the Owner's  
385 | agent or representative/operator and the tenant or occupant at least twenty-four hours  
386 | before the warrant is executed, unless the judge finds that immediate execution is  
387 | reasonably necessary under the circumstances shown.

388 |  
389 | e. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the  
390 | Residential Rental unit is so hazardous, unsafe, or dangerous as to require immediate  
391 | inspection to safeguard the public health or safety, the inspector shall have the right to  
392 | immediately enter and inspect the premises and may use any reasonable means required  
393 | to effect the entry and make an inspection.

394 |  
395 | **Section § 210-9 Violations.**

396 |  
397 | a) Any violation of this Chapter ~~is declared~~ shall be a civil offense pursuant to Chapter ~~426~~ 126 of  
398 | the Municipal Code of the City of Rehoboth Beach. Any person who violates this Chapter  
399 | shall pay a civil assessment of \$250.00. Each day the violation remains shall be deemed a  
400 | separate civil offense.

401 |  
402 | b) Notwithstanding the provisions of Chapter 126, any citation issued for violations of this  
403 | Chapter may provide for a reasonable compliance date or time of less than fifteen (15)  
404 | calendar days from the date ~~of the time~~ the citation is given if, due to the nature of the violation,

405 a shorter compliance period is necessary or appropriate, as determined in the reasonable  
406 judgment of the ~~city official~~City Official issuing the citation. ~~An Owner may request~~  
407 ~~reconsideration or an extension of the time for compliance to the Code Enforcement Officer.~~

- 408
- 409 c) Upon the third distinct violation ~~or complaint of this Chapter,~~ in any twelve (12) month period,  
410 ~~of this Chapter or violations related~~ing to ~~this Ordinance or a single Residential Rental for~~ noise  
411 or disorderly conduct, the City Manager shall call for a meeting with the ~~property owner and~~  
412 ~~representative~~Owner or the Owner's agent or representative to determine the causes of such  
413 violation, complaints or behavior, and solutions to resolve the situation.
- 414
- 415 d) Should there be no adequate resolution after three or more distinct violations, ~~in any twelve~~  
416 ~~(12) month period, of this Chapter in any twelve (12) month period or violations related~~ing to  
417 ~~for noise or disorderly conduct,~~ the City Manager shall not ~~issue~~issue a Residential Rental  
418 License for ~~the Residential Rental for the next occurring rental period.~~the particular property for the  
419 ~~next occurring rental period.~~ Owners may appeal a decision of the City Manager to the City  
420 Commissioners ~~within ten (10) days of the City Manager's decision.~~
- 421
- 422 e) Any person who fails to timely obtain a Residential Rental License or pay any fee or charge  
423 provided in this Chapter within the time required shall pay a penalty in the amounts  
424 established by the City Commissioners by resolution. Such penalty may also include interest  
425 from the date on which the fee or charge became due and payable to the City until the date of  
426 payment.
- 427
- 428 f) The remedies provided for in this Section are in addition to, and not in lieu of, all other legal  
429 remedies, criminal or civil, which may be pursued by the City to address any violation of ~~this~~  
430 ~~Chapter this code or other public nuisance.~~
- 431

432 **Section § 210-10 Requirements Not Exclusive.**

433

434 The requirements of this Chapter shall be in addition to any license, permit, or fee required under  
435 any other provision of ~~this Code this Code.~~ The issuance of any permit pursuant to this Chapter  
436 shall not relieve any person of the obligation to comply with all other provisions of this Code  
437 pertaining to the use and occupancy of ~~a~~ Residential Rental ~~or and~~ the ~~property~~Property on  
438 which it is located.

439

440 **Section 2.** ~~If any provision of this Ordinance shall be deemed or held to be invalid or~~  
441 ~~unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect~~  
442 ~~any other provision of this Ordinance which may be given effect without such invalid or~~  
443 ~~unenforceable provision, and to this end, the provisions of this Ordinance are hereby declared to~~  
444 ~~be severable.~~

445

446 **Section 3.** ~~This Ordinance shall take effect immediately upon its adoption by the~~  
447 ~~Commissioners of the City of Rehoboth Beach.~~

448

449

450

451 Adopted by the Commissioners

452 | [of the City of Rehoboth Beach](#)  
453 | [\\_\\_\\_\\_\\_ , 2016](#)

454

455

456

457 | \_\_\_\_\_

458 | [Secretary of the Commissioners of](#)  
459 | [the City of Rehoboth Beach](#)

460

461

462 | **SYNOPSIS:** [This Ordinance establishes regulations for residential rental properties within the City.](#)

1 DATE: March 2016  
2 VERSION: 6  
3 AUTHOR(S)/SPONSOR(S): Kyle Gulbronson, AICP, AECOM & Working Group  
4  
5

6 **AN ORDINANCE TO CREATE A NEW CHAPTER 210 OF THE MUNICIPAL CODE OF THE**  
7 **CITY OF REHOBOTH BEACH, DELAWARE, 2001, TO BE TITLED “RESIDENTIAL**  
8 **RENTALS”**  
9

10  
11 **WHEREAS**, the Commissioners of Rehoboth Beach are committed to the sustainability  
12 and long-term protection of the traditional residential character of the City’s residential  
13 neighborhoods;  
14

15 **WHEREAS**, the use of single and multiple family dwelling units have long been used in  
16 the City for residential rental purposes to provide an alternative to traditional accommodations;  
17 however, such uses may have adverse impacts that can best be addressed through appropriate  
18 regulation;  
19

20 **WHEREAS**, the regulation of residential rentals will preserve and protect the City’s  
21 neighborhoods and provide standards and procedures for residential rentals, as well as educate  
22 owners and prospective renters on City regulations and expected behaviors; and  
23

24 **WHEREAS**, the purpose of this Ordinance is to establish regulations for such use of  
25 residential rental property thereby enabling the City to preserve the public health, safety, and  
26 welfare.  
27

28 **BE IT ORDAINED** by the Mayor and Commissioners of the City of Rehoboth Beach, in  
29 session met, a quorum pertaining at all times thereto, in the manner following to-wit:  
30

31 **Section 1.** the Municipal Code of the City of Rehoboth Beach, Delaware, 2001, as  
32 amended be and the same is hereby further amended by adding “Chapter 210: Residential  
33 Rentals” as follows:  
34

35 **Chapter 210: Residential Rentals.**  
36

37 **§ 210-1 Title.**  
38

39 This Chapter shall be referred to as the “Residential Rental Ordinance.”  
40

41 **§ 210-2 Purpose.**  
42

43 The City Commissioners find and determine as follows:  
44

- 45 A. The use of single and multiple family dwelling units have long been used in the  
46 resort community for Residential Rental purposes to provide an alternative to  
47 traditional accommodations; however, such uses may have adverse impacts that  
48 can best be addressed through appropriate regulations.

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- B. The regulation of Residential Rentals will preserve and protect the City’s neighborhoods and provide standards and procedures for Residential Rentals, as well as educate prospective renters on City regulations and expected behaviors.
- C. The purpose of this Chapter is to establish regulations for such use of Residential Rentals thereby enabling the City to preserve the public health, safety, and welfare.
- D. This Chapter does not regulate hotels, motels, inns, tourist homes, rooming and boarding houses, Cabins, and Cottages.

**§ 210- 3 Definitions.**

For purposes of this Chapter, the following words and phrases shall have the meaning respectively ascribed to them by this Section:

**BEDROOM** - An area contained within a Residential Rental that is normally occupied, heated or cooled by any equipment listed or labeled for human habitation, and designated as a sleeping room or area.

**CABIN** - A small single-story residential dwelling without kitchen facilities that is used as a Residential Rental and located upon real property with a rental office or attendant. A cabin shall not be an accessory to a principal dwelling.

**COTTAGE** - A small single-story residential dwelling used as a Residential Rental, located on a property with a rental office or attendant. A cottage shall not be an accessory to a principal dwelling.

**EFFICIENCY UNIT** – A dwelling in which one room typically contains the kitchen, living, and sleeping quarters, but with a separate bathroom.

**GOOD CAUSE** - For the purposes of denial, suspension, revocation, imposition of conditions, renewal, and reinstatement of a Residential Rental License, Good Cause means: (1) the Owner, the Owner’s agent or representative, or the Local Contact Person has failed to comply with any of the terms, conditions, or provisions of this Chapter or any relevant provision of this Code, State law, or any rule or regulation promulgated thereunder; (2) the Owner, the Owner’s agent or representative, or the Local Contact Person has failed to comply with any special conditions or restrictions that were placed upon the Residential Rental License by the City Manager; (3) the Residential Rental has been operated in a manner that adversely affects the public health or welfare or the safety of the immediate neighborhood in which the Residential Rental is located; or (4) is delinquent with any taxes or fees owed to the City of Rehoboth Beach.

**GOOD NEIGHBOR BROCHURE** - A document prepared by the City that summarizes the general rules of conduct, consideration, and respect, including without limitation

95 provisions of the Municipal Code of the City of Rehoboth Beach, Delaware applicable to  
96 renters and residents of the City.

97  
98 **LOCAL CONTACT PERSON** - An individual designated by the Owner or the  
99 Owner's agent or representative who is available twenty-four (24) hours per day, seven  
100 (7) days per week for the purpose of responding by telephone or in-person to complaints  
101 regarding any violation of this Code or the condition, operation, or conduct of occupants  
102 of the Residential Rental, and who is authorized by the Owner to take remedial action.

103  
104 **OWNER** - The legal owner of any Property.

105  
106 **PROPERTY** - A parcel of real property upon which Residential Rental is situated.

107  
108 **RENTAL TERM** - The period of time an occupant and/or guest rents or leases a  
109 Residential Rental.

110  
111 **RESIDENTIAL RENTAL** - A dwelling unit, including single-family detached, single-  
112 family attached, or multi family unit, or any portion thereof, rented for dwelling, lodging,  
113 or sleeping purposes, and which is made available by agreement for residential  
114 occupancy by a tenant in exchange for payment.

115  
116 **RESIDENTIAL RENTAL LICENSE** - An annual license issued by the City pursuant  
117 to this Chapter.

118  
119 **§ 210-4 Applicability.**

120  
121 This Chapter shall apply to all Residential Rentals, except for hotels, motels, inns, tourist  
122 homes, rooming and boarding houses, Cabins, and Cottages.

123  
124 **§ 210-5 Owner Representative/Representation.**

125  
126 An Owner may retain an agent or a representative to comply with the requirements of this  
127 Chapter, including, without limitation, the filing of a complete Residential Rental License  
128 application, the management of any Residential Rental, and compliance with the requirements of  
129 this Chapter. Except as provided in this Chapter to the contrary, and notwithstanding any agency  
130 relationships between an Owner and an agent or representative, the Owner of any Residential  
131 Rental shall remain responsible for compliance with the provisions of this Chapter and the failure  
132 of an Owner's agent or representative to comply with this Chapter shall not relieve the Owner  
133 from any requirement of this Chapter.

134  
135 **§ 210- 6 Residential Rental License and Registration Requirements.**

136  
137 A. No Owner shall rent any Residential Rental without a valid Residential Rental License.  
138



- 139 B. Prior to use of any property as a Residential Rental, the Owner shall apply for and obtain  
140 annually a Residential Rental License on a form provided by the City and signed by the  
141 Owner under penalty of perjury. Each application shall contain the following information:  
142
- 143 (1) The name, address, email, and telephone number of the Owner of the Residential  
144 Rental for which the Residential Rental License is to be issued;
  - 145 (2) The name, address, email and telephone number of the agent or representative, if any,  
146 of the Owner;
  - 147 (3) The name, address, email, and telephone number of the Local Contact Person
  - 148 (4) The physical address of the Residential Rental for which the application is submitted;
  - 149 (5) The number of Bedrooms contained within the Residential Rental and the maximum  
150 occupancy;
  - 151 (6) Acknowledgement that all applicants have reviewed and understand all regulations  
152 pertaining to the Residential Rental; and
  - 153 (7) Such other information as the City Manager deems reasonably necessary to  
154 administer this Chapter.  
155
- 156 C. A Residential Rental License may be denied if a license for a Residential Rental issued to the  
157 same Owner has previously been revoked for Good Cause pursuant to this Chapter. The  
158 denial of a Residential Rental License may be appealed in accordance with to the provisions  
159 of § 120-6 of the Municipal Code of the City of Rehoboth Beach, Delaware.  
160
- 161 D. Within 30 days of a change of property ownership, agent, or other material facts set forth in  
162 the application for any Residential Rental Licensee, a new application for a Residential  
163 Rental License and license fee shall be submitted and a new license issued before the  
164 continued operation of the Residential Rental shall be permitted.  
165

166 **§ 210-7 Operational Requirements and Standard Conditions.**  
167

- 168 A. The Owner shall use reasonable business practices to ensure that the Residential Rental  
169 complies with all applicable codes concerning fire, building, health and safety, and all other  
170 relevant laws.  
171
- 172 B. Any new Residential Rental or previously licensed Residential Rental that has not been  
173 licensed for a period of two (2) years may be inspected by the City for compliance with the  
174 provisions of this Chapter and the building, health and safety requirements of the City and  
175 State of Delaware. Following an inspection, a notice of compliance or listing of deficiencies  
176 will be provided to the Owner or the Owner's agent or representative.  
177
- 178 C. A safety certification form shall be completed by the Owner or the Owner's agent or  
179 representative as part of the annual licensing process. Any Owner may also request a  
180 Residential Rental inspection by the City in lieu of completing the annual safety certification  
181 form.  
182

183 D. The overnight occupancy of a Residential Rental shall not exceed two (2) persons per  
184 bedroom plus an additional four (4) persons. Children under the age of two (2) years shall  
185 not be counted towards the overall number of occupants.

186  
187

<b>Number of Bedrooms</b>	<b>Maximum Number of Overnight Occupants</b>
0/Efficiency Unit	4
1	6
2	8
3	10
4	12
5	14
6	16
7	18

188  
189 E. An exception to the maximum occupancy under this Section may be authorized by the City  
190 Manager when an Owner requests a greater occupancy limitation than would otherwise be  
191 permitted, and demonstrates that the Residential Rental has been occupied by at least the  
192 number of individuals requested for at least twenty (20) consecutive or nonconsecutive days  
193 between January 1, 2015 and [INSERT ADOPTION DATE]. An occupancy exception shall  
194 be granted if the Building Inspector determines that the Residential Rental has adequate  
195 accommodations to exceed the occupancy limitations of this Section, and the City Manager  
196 determines that the additional occupancy will not be a detriment to public health, safety, or  
197 welfare. The Building Inspector may require an inspection to determine if there are adequate  
198 accommodations. Any request for an occupancy exception must be received by the City  
199 Manager on or before [INSERT DATE EQUAL TO 1 YEAR FROM THE ADOPTION  
200 DATE] is ample capacity.

201  
202 F. The Owner shall use reasonably prudent business practices to ensure that the occupants and  
203 guests of the Residential Rental do not create unreasonable noise disturbances, engage in  
204 disorderly conduct, or violate provisions of this Code or any applicable law of the State of  
205 Delaware.

206  
207 G. During the Rental Term, the Local Contact Person shall be available twenty-four (24) hours  
208 per day, seven (7) days per week for the purpose of: (1) receiving telephone calls or other  
209 communications from the City Police Department or other City Official relative to  
210 complaints about the Residential Rental; and (2) responding to the complaint by telephone or  
211 in-person when directed by the City Police Department or other City Official.

212  
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- 214 H. When a complaint warrants the notification of the Local Contact Person, the Local Contact  
215 Person shall be promptly notified of the complaint and requested to assist with the resolution  
216 of the same.  
217
- 218 I. Failure of the Local Contact Person to cooperate with City Police or City Officials in  
219 responding to a notification of a complaint concerning the condition, operation, or conduct of  
220 occupants or guests of the Residential Rental in a timely and appropriate manner shall be  
221 grounds for imposition of penalties as set forth in this Chapter. The Local Contact Person  
222 shall not be required to act as a peace officer or place himself or herself in an at-risk situation  
223 in responding to any notice provided pursuant to this Chapter.  
224
- 225 J. The Owner shall post a copy of the Residential Rental License and a copy of the conditions  
226 set forth in this Section in a conspicuous place within the Residential Rental.  
227
- 228 K. The Owner shall provide each occupant of a Residential Rental with the following  
229 information prior to occupancy of the unit or post such information in a conspicuous place  
230 within the Residential Rental:  
231
- 232 1) The name, email and a telephone number of the Local Contact Person, ;
  - 233 2) The collection days for refuse, yard waste and recyclables and applicable rules and  
234 regulations pertaining to storing waste materials on the exterior of the Property;
  - 235 3) Notification that the occupant may be cited and fined by the City and convicted pursuant  
236 to laws of the City and the State of Delaware, in addition to any other remedies  
237 available at law, for creating a disturbance or for violating other provisions of this  
238 Chapter and the City Noise Ordinance;
  - 239 4) The requirements of the City's Noise Ordinance;
  - 240 5) Notification that failure to conform to the occupancy requirements of the Residential  
241 Rental is a violation of this Chapter; and
  - 242 6) The Good Neighbor Brochure.  
243  
244
- 245 L. The City Manager shall have the authority to impose additional conditions applicable to all  
246 Residential Rentals as necessary to achieve the purpose and objectives of this Chapter. A list  
247 of all such additional conditions shall be maintained and on file in the office of the City Clerk  
248 and such offices as the City Manager may designate.  
249
- 250 M. The standard conditions may be modified by the City Manager upon request of the Owner  
251 based on Property-specific circumstances and for the purpose of allowing reasonable  
252 accommodation of a Residential Rental. All requests must be in writing and shall  
253 demonstrate that the standard conditions create an unreasonable hardship such that, if the  
254 requirement is not modified, reasonable use of the Property for a Residential Rental would be  
255 effectively prohibited. Any hardships identified must relate to physical constraints of the  
256 Property and shall not be self-induced or economic.  
257  
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259

260 § 210-8 Residential Rental Assessment.  
261

262 a. At the request of the City Manager, an Owner shall provide reasonable access to a  
263 Residential Rental and provide any records related to the use and occupancy of the  
264 Residential Rental for the purpose of inspection or assessment to determine that the  
265 objectives and conditions of this Chapter are being fulfilled and to investigate any  
266 reported health, safety and welfare concerns.  
267

268 b. An assessment and inspection may be deemed necessary for any of the following reasons:  
269

- 270 1) Documented violations of the Municipal Code of the City of Rehoboth Beach;
- 271 2) Complaints from an occupant of the Residential Rental that a code violation  
272 exists;
- 273 3) Records maintained by the Enforcement Official which were established during  
274 previous inspections and which reflect prior violations of the Municipal Code of the  
275 City of Rehoboth Beach and/or the absence of correction of such violations;
- 276 4) Direct referrals for inspection from other City Officials with code enforcement  
277 responsibility or from officials of a federal, state or local agency, or from officials  
278 with a public or private utility;
- 279 5) Reports that the exterior condition of the Residential Rental reflects the existence  
280 of violations of Municipal Code of the City of Rehoboth Beach; or  
281 6) Failure of the Owner to properly submit Safety Certification form.  
282

283 c. Owners shall provide access to all required areas of a Residential Rental unit for  
284 inspection within twenty-one calendar days of an inspection request from the Building  
285 Inspector or the Building Inspector's designee. This time period may be extended upon  
286 the approval of the Chief Building Inspector. If the Residential Rental unit is legally  
287 occupied by a tenant or other occupant, the Owner or the Owner's agent or representative  
288 shall notify the tenant or occupant and request that the tenant or occupant allow the  
289 inspection. The Owner shall not be in violation of this section if the tenant or occupant  
290 refuses to allow the inspection.  
291

292 d. If an inspection is scheduled and entry is thereafter refused or cannot be obtained, the  
293 inspector shall have recourse to every remedy provided by law to secure lawful entry and  
294 inspect the premises, including, but not limited to, securing an inspection warrant from  
295 the Alderman Court or any other court of competent jurisdiction. The inspector shall  
296 provide notice that a warrant has been issued to both the Owner or the Owner's agent or  
297 representative and the tenant or occupant at least twenty-four hours before the warrant is  
298 executed, unless the judge finds that immediate execution is reasonably necessary under  
299 the circumstances shown.  
300

301 e. Notwithstanding the foregoing, if the inspector has reasonable cause to believe that the  
302 Residential Rental unit is so hazardous, unsafe, or dangerous as to require immediate  
303 inspection to safeguard the public health or safety, the inspector shall have the right to  
304 immediately enter and inspect the premises and may use any reasonable means required  
305 to effect the entry and make an inspection.

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**§ 210-9 Violations.**

- a) Any violation of this Chapter shall be a civil offense pursuant to Chapter 126 of the Municipal Code of the City of Rehoboth Beach. Any person who violates this Chapter shall pay a civil assessment of \$250.00. Each day the violation remains shall be deemed a separate civil offense.
- b) Notwithstanding the provisions of Chapter 126, any citation issued for violations of this Chapter may provide for a reasonable compliance date or time of less than fifteen (15) calendar days from the date the citation is given if, due to the nature of the violation, a shorter compliance period is necessary or appropriate, as determined in the reasonable judgment of the City Official issuing the citation.
- c) Upon the third distinct violation , in any twelve (12) month period, of this Chapter or violations relating to noise or disorderly conduct, the City Manager shall call for a meeting with the Owner or the Owner’s agent or representative to determine the causes of such violation, complaints or behavior, and solutions to resolve the situation.
- d) Should there be no adequate resolution after three or more distinct violations, in any twelve (12) month period, of this Chapter or violations relating to noise or disorderly conduct, the City Manager shall not issue a Residential Rental License for the Residential Rental for the next occurring rental period.. Owners may appeal a decision of the City Manager to the City Commissioners within ten (10) days of the City Manager’s decision.
- e) Any person who fails to timely obtain a Residential Rental License or pay any fee or charge provided in this Chapter within the time required shall pay a penalty in the amounts established by the City Commissioners by resolution. Such penalty may also include interest from the date on which the fee or charge became due and payable to the City until the date of payment.
- f) The remedies provided for in this Section are in addition to, and not in lieu of, all other legal remedies, criminal or civil, which may be pursued by the City to address any violation of this Chapter .

**§ 210-10 Requirements Not Exclusive.**

The requirements of this Chapter shall be in addition to any license, permit, or fee required under any other provision of this Code The issuance of any permit pursuant to this Chapter shall not relieve any person of the obligation to comply with all other provisions of this Code pertaining to the use and occupancy of a Residential Rental and the Property on which it is located.

**Section 2.** If any provision of this Ordinance shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of this Ordinance which may be given effect without such invalid or

351 unenforceable provision, and to this end, the provisions of this Ordinance are hereby declared to  
352 be severable.

353  
354 **Section 3.** This Ordinance shall take effect immediately upon its adoption by the  
355 Commissioners of the City of Rehoboth Beach.

356  
357  
358  
359 Adopted by the Commissioners  
360 of the City of Rehoboth Beach  
361 \_\_\_\_\_, 2016

362  
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365 \_\_\_\_\_  
366 Secretary of the Commissioners of  
367 the City of Rehoboth Beach

368  
369  
370 **SYNOPSIS:** This Ordinance establishes regulations for residential rental properties within the City.

DATE: March 2016  
DRAFT VERSION: 5

## CITY OF REHOBOTH BEACH

### APPLICATION FOR RENTAL LICENSE

#### GLOSSARY:

**APARTMENT** - A room or suite of rooms in a dwelling or other permitted structure designed for use as a residence by a single family.

**CABIN** - A small single story residential dwelling without kitchen facilities used as a residential rental, located on a property with a rental office or attendant. A cabin shall not be an accessory to a principal dwelling.

**COTTAGE** - A small single story residential dwelling used as a residential rental, located on a property with a rental office or attendant. A cottage shall not be an accessory to a principal dwelling.

**EFFICIENCY APARTMENT** - An apartment in which one room typically contains the kitchen, living and sleeping quarters, with a separate bathroom.

**HOTEL, MOTEL, INN** - A building or structure operated for profit, accommodating more than six persons, providing lodging, food and/or services to the transient traveling public, and may include restaurants, club rooms, public banquet halls, ballrooms or meeting rooms, but the individual living units shall not contain kitchen or cooking facilities.

**LOCAL CONTACT PERSON** - An individual designated by the Owner, an Agent of the Owner or local property manager, who is available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding by telephone or in-person to complaints regarding the condition, operation, or conduct of occupants of the Residential Rental, or any agent of the Owner authorized by the Owner to take remedial action and who responds to any violation of this Code.

**RESIDENTIAL RENTAL** - A dwelling unit, including single-family detached, single-family attached or multi family unit, or any portion thereof, rented for occupancy for dwelling, lodging, or sleeping purposes which is made available by agreement for residential occupancy by a tenant in consideration for payment of rent regardless of rental term.

**TOURIST, ROOMING HOUSE OR BOARDING HOUSE** - A dwelling or structure or part thereof used to provide sleeping accommodations, with or without meals, for compensation, for no more than six persons.

<p><b>Make Check Payable To:</b> <b>City of Rehoboth Beach</b> <b>Attn: B &amp; L</b> <b>306 Rehoboth Avenue</b> <b>Rehoboth Beach, DE 19971</b></p>
--

## APPLICATION FOR RENTAL LICENSE FOR RESIDENTIAL RENTALS

Acct. #  
Tax ID#

NEW ( )  
RENEWAL ( )

\*\*\*A separate application must be completed for each rental property\*\*\*  
\*\*\*Please call 302-227-4504 to schedule your rental inspection within 15 days\*\*\*

\*\*\*If your rental property is managed by a property management or real estate company, please have them call us to schedule. A representative must meet our inspector on site\*\*\*

License Fee Pursuant to §120-20. Lodging Facilities: The undersigned persons, firms and corporations engaged, for profit, in renting rooms, cottages, cabins, private houses and apartments and/or serving food within the limits of the City shall pay an annual license fee to the City Manager, for the use of the City, as follows:

**Rental License fees for Residential Rentals are as follows:**

- For **each home or apartment with at least one bedroom**: \$50, plus
- For **each bedroom in excess of two in a home or apartment**: \$20 additional
- Efficiency apartments, **one room only** and bath: \$41
- Private houses offering rooms for private rental: \$26 per room

<b>Owner Name (Print)</b>	<b>Agent Name, if applicable (Print)</b>
<b>Signature</b>	<b>Signature</b>
<b>Address (home)</b>	<b>Office Address</b>
<b>Home Phone #</b>	<b>Office Phone #</b>
<b>Cell Phone #</b>	<b>Second Phone # (Optional)</b>
<b>Email</b>	<b>Email</b>

Each Residential Rental must have a Local Contact Person who can respond 24 hours per day, 7 days per week

<b>Local Contact Person (Print)</b>
<b>Address (home)</b>
<b>Home Phone #</b>
<b>Cell Phone #</b>
<b>Email</b>

\*\*\*For all contact information, please indicate best method for contact by circling Home/Office Phone, Cell Phone or Email

If you own/manage a Residential Rental please complete the following section. **Any new Residential Rental applying for a Rental License for the first time will need to be inspected by the City. Existing Residential Rentals are required to complete and have notarized a safety certification form, which is attached to this Application. You may also request an inspection by the City of the rental unit in lieu of completing the safety certification form.**

House    
  Apartment    
  Efficiency Apartment, One Room Only    
  Housing Offering Rooms for Rent

Street Address of Rental Property \_\_\_\_\_

Number of Bedrooms \_\_\_\_\_ Maximum Occupancy \_\_\_\_\_

- I have reviewed and understand the Residential Rental Ordinance.
- I am requesting an occupancy exception. (Please attach occupancy justification for City review)

- 
- FOR OFFICE USE: Verified by City of Rehoboth Building and Licensing that the Residential Rental does not exceed the maximum occupancy permitted.**
- FOR OFFICE USE: Requested use has been found to be permitted in the applicable zoning district.**



**APPLICATION FOR RENTAL LICENSE**  
**FOR CABINS, COTTAGES, HOTELS, MOTELS, INNS, TOURIST, ROOMING HOUSES AND**  
**BOARDINGHOUSES**  
**OTHER TYPES OF LODGING**

Acct. #  
 Tax ID#

NEW ( )  
 RENEWAL ( )

\*\*\*A separate application must be completed for each rental property\*\*\*

License Fee Pursuant to §120-20. Lodging Facilities: The undersigned persons, firms and corporations engaged, for profit, in renting rooms, cottages, cabins, private houses and apartments and/or serving food within the limits of the City shall pay an annual license fee to the City Manager, for the use of the City, as follows:

**Rental License fees for Other Types of Lodging are as follows:**

- For each cabin or cottage: \$33
- Hotels, motels, inns, rooming houses or boardinghouses: \$26 per room

<b>Owner Name (Print)</b>	<b>Manager's Name (Print)</b>
<b>Signature</b>	<b>Signature</b>
<b>Address (home)</b>	<b>Office Address</b>
<b>Home Phone #</b>	<b>Office Phone #</b>
<b>Cell Phone #</b>	<b>Second Phone # (Optional)</b>
<b>Email</b>	<b>Email</b>

Please provide information for a second contact

<b>Second Contact Name (Print)</b>
<b>Office Address</b>
<b>Office Phone #</b>
<b>Second Phone # (Optional)</b>
<b>Email</b>

\*\*\*For all contact information, please indicate best method for contact by circling Home/Office Phone, Cell Phone or Email

Please indicate what type of lodging you own/manage and the following information.

- Cabins or Cottages                      Number of Units \_\_\_\_\_
- Hotel, Motel or Inn                      Number of Bedrooms \_\_\_\_\_
- Tourist, Rooming or Boarding House      Number of Bedrooms \_\_\_\_\_

Name of Establishment \_\_\_\_\_

Street Address of Rental Property \_\_\_\_\_

**FOR OFFICE USE: Verified by City of Rehoboth Building and Licensing that the Residential Rental does not exceed the maximum occupancy permitted.**

**FOR OFFICE USE: Requested use has been found to be permitted in the applicable zoning district.**

**City of Rehoboth Beach**  
**Rental Housing Inspections Program**  
**SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION**

PROPERTY ADDRESS (PRINT)		
NUMBER OF BEDROOMS:	SELF - INSPECTION DATE:	
RENTAL TYPE:	<input type="checkbox"/> Single Family <input type="checkbox"/> Multi family <input type="checkbox"/> Apartment / Condo <input type="checkbox"/> Efficiency Apartment	GARAGE APARTMENT OR OTHER ADDITIONAL DWELLING ON PROPERTY.  <input type="checkbox"/> YES – TYPE: _____  <input type="checkbox"/> NO
<p><b>Owners of rental housing properties must certify each rental housing dwelling/unit on the property every licensure year.</b></p> <p><b>Self- Safety Certification requires the following:</b></p> <ul style="list-style-type: none"> <li>Inspect each rental housing dwelling / unit on the property for compliance with requirements.</li> <li>Immediately make any repairs to the rental housing dwelling / unit in order to achieve compliance with the requirements of the checklist. Ensure all required permits are obtained if required prior to the start of work.</li> <li>Upon completion of the checklist, maintain a copy on file and submit the Safety Certification Packet with signed affidavit to the City of Rehoboth Beach Building and Licensing Department .</li> <li>Immediately notify the City of Rehoboth Beach Building and Licensing Department if any rental dwelling / unit cannot be self-certified because necessary repairs cannot or will not be made.</li> </ul>		
SIGNER'S NAME: (PRINT)	<input type="checkbox"/> OWNER <input type="checkbox"/> OWNER'S AGENT	SIGNATURE:
SIGNER'S ADDRESS:		
CITY:	STATE:	ZIPCODE:
TELEPHONE:	E-MAIL:	

**PLEASE MAIL THE COMPLETED SELF-CERTIFICATION PACKET TO:**

City of Rehoboth Beach  
 Building and Licensing Department  
 306 Rehoboth Ave.  
 Rehoboth Beach, DE 19971

**City of Rehoboth Beach**  
**Rental Housing Inspections Program**  
**SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION**

PROPERTY ADDRESS:	SELF - INSPECTION DATE:
-------------------	-------------------------

<b>ITEMS</b>	<b>YES</b>	<b>NO</b> <b>(If no, explain)</b>	<b>N/A</b>
<b>Exterior Property Areas</b>			
Exterior property areas maintained in a clean and safe condition			
Sidewalks, walkways, and driveways are in good repair			
Exterior areas including sidewalk free from weeds and plant overgrowth in excess of 10 Inches. Landscaping maintained			
Address Numbers are plainly legible, minimum 4 inches in height, contrast with their background and visible from the street			
Garage and other accessory structures in good condition and maintained			
<b>Exterior Dwelling</b>			
Exterior surfaces are free from deterioration, Painted surfaces are properly maintained			
Roofs are in good repair, gutters & downspouts are not clogged			
Stairs, decks, guardrails and handrails are in good condition with no rotting material			
All Exterior lighting is in working order (entryway, landscaping, etc)			
Entry doors are equipped with a dead bolt lock designed to be readily openable from the side of egress (Interior to Exterior) without the need for keys, special knowledge or effort and have a minimum lock throw of 1 Inch			
All exterior and sliding glass doors open, shut & secure properly			
<b>Interior Dwelling</b>			
Interior surfaces are maintained free from dirt, mold, stains, holes, cracked/peeling paint or other defective surface conditions			
Bathroom exhaust fan operational and exhaust to exterior (if equipped)			

Interior doors in place, properly working, with correct hardware			
GFCI receptacles installed in all bathrooms and all kitchen receptacles servicing countertop surfaces			
All habitable areas have at least two separate and remote electrical receptacles, each bathroom shall contain at least one receptacle			

**City of Rehoboth Beach  
Rental Housing Inspections Program  
SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION**

PROPERTY ADDRESS:	SELF - INSPECTION DATE:
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ITEMS	YES	NO (If no, explain)	DOES NOT APPLY
<b>Interior Dwelling (Continued)</b>			
All windows open as designed and properly lock/latch			
All appliances are in working order			
HVAC system operational and serviced per manufacturer recommendations			
Water heater operates as designed with relief valve discharge pipe installed			
<b>Fire Safety</b>			
Smoke detectors are installed in the hallways <b>and in each</b> bedroom/sleeping room			
All smoke detectors are in working order and inspected bi-annually. Damaged or missing smoke detectors replaced in-kind and as designed			
Emergency escape openings maintained in accordance with the building code in effect at the time of construction			
Egress doors readily openable from the egress side (interior side) without the need for keys, special knowledge, special knowledge or effort			
<b>Apartments/Condominiums</b> – Exterior doors leading to a common hallway are equipped with a door closing device capable to have the force to bring the door to a fully closed position upon being released after opening			
<b>Miscellaneous</b>			
Rental property meets City of Rehoboth Beach zoning code for use?			

Pool license obtained (Only applicable to pools, hot tubs, spas and Jacuzzis)?			
Current agent/local contact person on file with the city?			
Rental Property meets City occupancy requirement?			

<b>Notes</b>			

**City of Rehoboth Beach  
Rental Housing Inspections Program  
SAFETY CERTIFICATION FOR RENTAL LICENSE APPLICATION**

PROPERTY ADDRESS:	SELF - INSPECTION DATE:
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**STATEMENT OF ATTESTATION**

**I attest that the answers to the questions stated above are true and correct to the best of my knowledge and belief. I understand that the City at its discretion may perform an audit of my rental dwelling and request an inspection to ensure the conditions of the residential rental ordinance conditions are met or to investigate any reported health, safety, or welfare concerns.**

\_\_\_\_\_

**SIGNATURE** **DATE**

\_\_\_\_\_

**PRINT NAME**

**AN ORDINANCE TO AMEND CHAPTER 120, BUSINESSES,  
OF THE MUNICIPAL CODE OF THE CITY OF REHOBOTH BEACH, DELAWARE, 2001,  
SECTION 120-8, RELATING TO THE LICENSE YEAR  
FOR THE RENTAL OF ACCOMMODATIONS**

1  
2       **WHEREAS**, the Mayor and Commissioners desire to change rental license year for the rental of  
3 accommodations from July 1 through June 30 to January 1 through December 31.

4  
5       **BE IT ORDAINED** by the Commissioners of the City of Rehoboth Beach, in session met, a  
6 quorum pertaining at all times thereto, in the manner following to-wit:

7  
8       **Section 1.** Chapter 120, Section 120-8 of the Municipal Code of the City of Rehoboth  
9 Beach, Delaware, 2001, as amended be and the same is hereby further amended by making insertions as  
10 shown by underline and deletions as shown by strikethrough as follows:

11       **§ 120-8. License year.**

12  
13       The license year shall begin with July 1 and end with June 30 of each calendar year, except for  
14 licenses for renting rooms, cottages, cabins, private houses and apartments, which shall begin  
15 with January 1 and end with December 31 of each calendar year. License fees shall be due and  
16 payable to the City Manager prior to the beginning of a given license year.

17  
18  
19       **Section 2.** This Ordinance shall take effect immediately upon its adoption by the  
20 Commissioners of the City of Rehoboth Beach.

21  
22  
23  
24       Adopted by the Commissioners  
25 of the City of Rehoboth Beach  
26 \_\_\_\_\_, 2016

27  
28  
29  
30 \_\_\_\_\_  
31 Secretary of the Commissioners of  
32 the City of Rehoboth Beach

33  
34  
35 **SYNOPSIS:** This Ordinance changes the license year for the rental of accommodations from July 1  
36 through June 30 to January 1 through December 31.

**AN ORDINANCE TO AMEND CHAPTER 206, POOLS,  
OF THE MUNICIPAL CODE OF THE CITY OF REHOBOTH BEACH, DELAWARE, 2001,  
SECTION 206-7, RELATING TO THE LICENSE YEAR FOR POOL OPERATION LICENSES**

1  
2       **WHEREAS**, the Mayor and Commissioners desire to create coordinated license year for  
3 residential rental licenses and pool operation licenses by changing the pool operation license year from  
4 July 1 through June 30 to January 1 through December 31.

5  
6       **BE IT ORDAINED** by the Commissioners of the City of Rehoboth Beach, in session met, a  
7 quorum pertaining at all times thereto, in the manner following to-wit:

8  
9       **Section 1.** Chapter 206, Section 206-7(A) of the Municipal Code of the City of Rehoboth  
10 Beach, Delaware, 2001, as amended be and the same is hereby further amended by making insertions as  
11 shown by underline and deletions as shown by strikethrough as follows:

- 12  
13       A. Rental pool licenses shall be issued on an annual basis covering the period from ~~July 1~~  
14 ~~through June 30 of the following year~~ January 1 through December 31, and the annual fee  
15 shall be \$50.

16  
17       **Section 2.** This Ordinance shall take effect immediately upon its adoption by the  
18 Commissioners of the City of Rehoboth Beach.

19  
20  
21  
22       Adopted by the Commissioners  
23 of the City of Rehoboth Beach  
24 \_\_\_\_\_, 2016

25  
26  
27  
28  
29       \_\_\_\_\_  
30 Secretary of the Commissioners of  
31 the City of Rehoboth Beach

32  
33       **SYNOPSIS:** This Ordinance changes the license year for pool operation licenses from July 1 through  
34 June 30 to January 1 through December 31.

Example of Neighboring Municipalities - Occupancy for Rental Units

RESTRICTIONS BASED ON SQUARE FOOTAGE

City of North Wildwood, NJ  
Cape May County

Relevant Codes  
Chapter 344. Rental of  
Property  
N.J.A.C. 5:28-1.11

Occupancy Restricted by Square Footage based on N.J.A.C. 5:28-1.11\*(see footnote)

Notes:

**N.J.A.C. 5:28-1.11\***

**TITLE 5. COMMUNITY AFFAIRS CHAPTER 28. NEW JERSEY STATE HOUSING CODE 1.11** Use and occupancy of space

(a) Every dwelling unit shall contain at least 150 square feet of floor space for the first occupant thereof and at least 100 additional square feet of floor space for every additional occupant thereof, the floor space to be calculated on the base of total habitable room area.

(b) Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant thereof.

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

(d) A room located in whole or in part below the level of the ground may be used for sleeping provided that the walls and floors thereof in contact with the earth have been damp-proofed in accordance with a method approved by the Administrative Authority; and provided that all requirements otherwise applicable to habitable rooms generally are satisfied.

*Code § 344-6 Use and occupancy of space.*

*"...Notwithstanding the foregoing, it shall be unlawful for the permittee to allow gatherings of persons on premises in excess of the maximum occupancy limit. Additionally, it shall be unlawful for the permittee to charge admission to the premises, for any reason, to any individual for which sleeping accommodations are not available on the premises and/or who have not been registered as tenants by the permittee."*

*§ 344-7 Occupancy by nonregistered individuals.*

*[Amended 12-16-1975 by Ord. No. 656]*

*Between May 15 and September 15 of each year, inclusive, it shall be unlawful and in violation of this chapter for any individual registered tenant or any group of registered tenants, who have leased an apartment or dwelling from a permittee, to allow or permit any other individual, for whom sleeping accommodations are not available on the premises and who have not been registered as tenants by the permittee, to enter in or upon the apartment or dwelling leased by the permittee to such registered tenants*



	<p>during the hours of 11:00 p.m. and 7:00 a.m., prevailing time.</p>																
<p><b>Borough of Stone Harbor, NJ Cape May County</b></p> <p><b>Relevant Codes</b> <b>Chapter 205A. Rental Unit Registration</b></p>	<p><b>Occupancy Restricted by Square Footage based on Chapter 205A. Rental Unit Registration</b></p> <p>Notes:</p> <p>§ 205A-11 A.  <i>Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor area for each occupant thereof, except that any such room in any building or structure which is in existence and for which a certificate of occupancy has been issued as of the date final adoption of this chapter shall be deemed to accommodate two people notwithstanding the fact that such room does not have a minimum of 100 square feet as required by this section.</i></p> <p>§ 205A-11 C.  <i>Combined living room and dining room spaces shall comply with the requirements of the table hereinafter set forth if the total area is equal to that required for separate rooms and if the space is so located that it functions as a combination living room/dining room.</i></p> <p><i>Minimum Occupancy Area Requirements</i>  <i>[minimum occupancy area in square feet (square meters)]</i></p> <table border="0"> <tr> <td><i>Space</i></td> <td><i>1-2 Occupants</i></td> <td><i>3-5 Occupants</i></td> <td><i>6 Or More Occupants</i></td> </tr> <tr> <td><i>Living room</i></td> <td><i>No requirements</i></td> <td><i>120 (11.16)</i></td> <td><i>150 (13.95)</i></td> </tr> <tr> <td><i>Dining room</i></td> <td><i>No requirements</i></td> <td><i>80 (7.44)</i></td> <td><i>100 (9.30)</i></td> </tr> <tr> <td><i>Kitchen</i></td> <td><i>50 (4.65)</i></td> <td><i>50 (4.65)</i></td> <td><i>60 (5.58)</i></td> </tr> </table> <p>§ 205A-12 Maximum number of occupants; posting.  The maximum number of occupants shall be posted in each rental unit. It shall be unlawful for any person, including a tenant guest, occupant or invitee, to allow a greater number of persons than the posted maximum number of occupants to sleep in or occupy overnight the rental unit. Any person violating this provision shall be subject to the penalty provisions hereof.</p>	<i>Space</i>	<i>1-2 Occupants</i>	<i>3-5 Occupants</i>	<i>6 Or More Occupants</i>	<i>Living room</i>	<i>No requirements</i>	<i>120 (11.16)</i>	<i>150 (13.95)</i>	<i>Dining room</i>	<i>No requirements</i>	<i>80 (7.44)</i>	<i>100 (9.30)</i>	<i>Kitchen</i>	<i>50 (4.65)</i>	<i>50 (4.65)</i>	<i>60 (5.58)</i>
<i>Space</i>	<i>1-2 Occupants</i>	<i>3-5 Occupants</i>	<i>6 Or More Occupants</i>														
<i>Living room</i>	<i>No requirements</i>	<i>120 (11.16)</i>	<i>150 (13.95)</i>														
<i>Dining room</i>	<i>No requirements</i>	<i>80 (7.44)</i>	<i>100 (9.30)</i>														
<i>Kitchen</i>	<i>50 (4.65)</i>	<i>50 (4.65)</i>	<i>60 (5.58)</i>														
<p><b>Town of Bethany Beach, DE Sussex County</b></p> <p><b>Relevant Codes</b> <b>Chapter 475. Property Maintenance</b></p>	<p><b>Occupancy Restricted by Square Footage based on Chapter 475. Property Maintenance</b></p> <p>Notes:</p> <p>§475-40 D. <i>Bedroom requirements. Every bedroom shall comply with the requirements of Subsection D(1) through D(5).</i></p> <p>(1) <i>Area for sleeping purposes. Every bedroom occupied by one person shall contain at least 70</i></p>																

	<p>square feet (6.5 square meters) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 square meters) of floor area for each occupant thereof.</p>
<p><b>RESTRICTIONS BASED ON MAXIMUM NUMBER OF OCCUPANTS PER BEDROOM</b></p>	
<p>Town of Dewey Beach, DE Sussex County</p> <p>Relevant Codes Chapter 112. Housing Standard</p>	<p><b>Occupancy Restricted by Two Person Per Bedroom on Chapter 112. Housing Standard</b></p> <p>Notes:  § 112-4 Dwelling occupancy.  [Amended 11-14-1992 by Ord. No. 247; 4-16-1994 by Ord. No. 294]  Any dwelling unit used for residential purposes shall be overcrowded if the number of persons sleeping or living in said dwelling exceeds two persons per bedroom. For purposes of this section a bedroom shall be defined as any room used for sleeping purposes separate and apart from other areas of the dwelling. For purposes of this section a living room or other similar room equipped for sleeping purposes shall be considered the equivalent of a bedroom, but only one such room shall apply per dwelling unit. For purposes of this section kitchens, bathrooms, hallways, alcoves, entryways, unfinished attics or basements, garages, carports, balconies, porches, or decks shall not be considered as bedrooms, or the equivalent of a bedroom.</p>
<p><b>RESTRICTIONS BASED ON MAXIMUM NUMBER OF OCCUPANTS</b></p>	
<p>Town of Henlopen Acres, DE Sussex County</p> <p>Relevant Codes Chapter 95. Rental Properties</p>	<p><b>Occupancy Restricted by Maximum Number of 12 based Chapter 100. Licensing</b></p> <p>Notes:  § 95-3 C.2  The number of people per unit building is in compliance with the Housing Code of Sussex County and of the State of Delaware and, in an event shall not exceed 12 persons, and acknowledgement of compliance with Town Zoning Law.</p>
<p>Town of Fenwick Island, DE Sussex County</p> <p>Relevant Codes Chapter 100. Licensing</p>	<p><b>Occupancy Restricted by Maximum Number of 12 based Chapter 100. Licensing</b></p> <p>Notes:  § 100-9 A.  Applications for establishment licenses shall be addressed to the Town in writing, verified by oath or affirmation signed by the applicant. Each applicant shall give the following information:</p> <p>(10)In the case of an application by a property owner for a business license to rent a single-family dwelling, townhouse, or apartment, and in the case of an application by a realtor for a business license, a statement that the applicant will inform all prospective tenants of the maximum overnight occupancy for each dwelling, townhouse, or apartment, such maximum not to exceed 12 persons, and that the applicant will assure</p>

*compliance with such maximum occupancy. Prior to the issuance of a license, each property owner must also complete any and all application forms required by the Town, including, but not limited to, the declaration of property status for rental and non-rental property owners form.*

*13(a)Property owners who provide the Town, by December 31, 2001, satisfactory written documentation that they offered and contracted, prior to June 22, 2001, to rent their singlefamily dwelling during the calendar year 2001 with a specific overnight maximum occupancy of more than 12 persons will be allowed to continue such practice for a period of up to two years starting January 1, 2002.*



City of Rehoboth Beach

Telephone 302-227-4504

Fax 302-227-3336

[www.cityofrehoboth.com](http://www.cityofrehoboth.com)

Date

Name

Address

Rehoboth Beach, DE 19971

RE: Rental License Renewal

Dear Applicant:

Attached you will find a newly updated *Application for Rental License* for the renewal of your existing license. I would like to take this opportunity to inform you of changes to the rental license process and application.

As you may be aware, during the past several months the City Commissioners have been reviewing and discussing a draft residential rental ordinance. One topic that has risen out of this discussion is changing the license year for rentals. Various realtors have attended some of the meetings advocating for a change to the annual license year to make completing rental applications easier for property owners and real estate agents who manage rental properties. Effective January 2017, the City Commissioners have agreed to change the annual rental license year to January 1 through December 31. New rental licenses and renewal licenses will be prorated and due on July 1, 2016.

What you should know for the 2016 license year:

1. You will need to complete an *Application for Rental License* which will renew your license for a six month period, from July 1 through December 31. The license fee will be prorated for this six month timeframe.
2. In October 2016 you will receive another *Application for Rental License* indicating the renewal of your license again, which will be the start of the new annual rental license year effective January 1, 2017.

As part of this process, the former *Application for Rental License* has been updated and reformatted to include the following:

- A glossary of terms
- Two different applications – one for residential rentals and one for cabins, cottages, hotels, motels, inns, tourist, rooming houses and boardinghouses

- A requirement for the designation of a 24 hour Local Contact Person
- Occupancy limits for residential rentals to be identified by the owner/agent on the application
- **Separate applications must be completed for each rental property**

As mentioned above, the City Commissioners have not concluded discussions pertaining to the draft residential rental ordinance. Should the ordinance be adopted later this year the changes would become effective next rental license year beginning January 1, 2017.

If you have any questions regarding the new application form please call the City Manager's office at 302-227-4641.

Please mail the completed form to:

Building and Licensing Department  
306 Rehoboth Avenue  
PO Box 1163  
Rehoboth Beach, DE 19971

Thank you.

Sincerely,

Sharon Lynn  
City Manager

**BEACH CONCESSION AGREEMENT**

**THIS IS AN AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, ~~A.D.~~ 2016, by and between THE CITY OF REHOBOTH BEACH ("CITY"), a municipal corporation of the State of Delaware, ~~party of the first part,~~

**AND**

RUSSELL CATTS BEACH SERVICE, LLC ("CATTS"), a Delaware Limited Liability Company, of Rehoboth Beach, Sussex County, Delaware, THE TRUST OF RICHARD F. LYNAM, RICHARD FR. LYNAM TRUSTEE ("LYNAM"), of Rehoboth Beach, Sussex County, Delaware, ~~parties of the second part~~(collectively "CATTS AND LYNAM").

**WITNESSETH:**

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. The ~~party of the first part~~CITY hereby appoints CATTS AND LYNAM~~the parties of the second part~~ to be the Beach Concessionaires for the rental of umbrellas, beach chairs and other items appropriate, in the sole discretion of the CITY, usually rented to persons who use for the beach area or beach strand under the jurisdiction of the ~~party of the first part~~CITY, and CATTS AND LYNAM~~the party of the second part~~ hereby accepts such appointment under the terms and conditions hereinafter set forth.

2. CATTS AND LYNAM~~The parties of the second part~~, at its expense and without any expense or liability to the ~~party of the first part~~CITY, agrees to have available for rent to members of the general public and in good repair a sufficient number of beach chairs, beach umbrellas and other items of beach equipment as are normally available for rental to members of

the general public and are appropriate, in the sole discretion of the CITY, for the beach area or beach strand under the jurisdiction of the CITY.

3. It is mutually agreed by the parties hereto that the terms of this Agreement shall be effective for five (5) beach seasons, namely, the beach seasons of 2016 through 2020, commencing on May 1 and terminating on September 30 of each year of this Agreement, with the beach seasons being divided into two two-year terms, and one one-year term namely, the beach seasons of 2016 through 2017 consisting of the “first two-year term” and the beach seasons of 2018 through 2019 consisting of the “second two-year term” and the beach season of 2020 consisting of the “one one-year term”.

~~The parties of the second part~~ CATTS AND LYNAM shall have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid “first two-year term” provided that CATTS AND LYNAM~~the parties of the second part~~ gives written notice of the exercise of such option to the City Manager of the ~~party of the first part~~ CITY, no later than September 30, 2017. Written notice of termination from either CATTS or LYNAM~~party of the second part to the party of the first part~~ CITY shall constitute termination under this provision and sufficiently bind both CATTS and LYNAM~~parties of the second part.~~ The ~~party of the first part~~ CITY shall also have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid “first two-year term” provided that the party of the ~~first part~~ CITY gives written notice of the exercise of such option to either CATTS or LYNAM~~the parties of the second part~~, by no later than September 30, 2017.

CATTS AND LYNAM~~The parties of the second part~~ shall have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid “second two-year term” provided that CATTS AND LYNAM~~the parties of the second part~~ gives written notice of

the exercise of such option to the City Manager of the ~~party of the first part~~CITY, by no later than September 30, 2019. ~~Written notice of termination from either party of the second part~~CATTS or LYNAM ~~to the party of the first part~~CITY shall constitute termination under this provision and sufficiently bind both CATTS and LYNAM~~parties of the second part~~. The ~~party of the first part~~CITY shall also have the option to terminate this agreement and all its obligations hereunder at the end of the aforesaid "second two-year term" provided that the ~~party of the first part~~CITY gives written notice of the exercise of such option to ~~either CATTS or LYNAM~~the ~~parties of the second part~~, by no later than September 30, 2019.

4. ~~The party of the first part agrees to compensate the party of the second part at the rate of Two Hundred Dollars (\$200.00) per week, commencing May 1 and terminating on September 30 of each year during the term of this Agreement. The party of the first part further agrees to pay to the party of the second part by a check payable to the party of the second part all the net proceeds from the rental of the equipment as aforesaid over and above the sum~~In consideration for the promises and covenants set forth in this agreement, CATTS AND LYNAM~~the parties of the second part~~ agree to pay the ~~party of the first part~~CITY as follows no later than May 1 of each year:

"first two-year term"

(1) ~~of~~ One hundred seventy ~~five thousand~~one thousand, four hundred dollars (\$~~175,000.00~~171,400) ~~received~~ in the 2016 season.

(2) ~~of~~ One hundred seventy ~~nine five thousand~~four hundred dollars (\$~~179,000.00~~175,400.00) ~~received~~ in the 2017 season.

"second two-year term"



(3) ~~of~~ One hundred ~~eighty three~~seventy-nine thousand, four hundred dollars (\$~~183,000.00~~179,400.00) received in the 2018 season.

(4) ~~of~~ One hundred eighty ~~seven~~three thousand, four hundred dollars (\$~~187,000.00~~183,400.00) received in the 2019 season.

“one one-year term”

(5) ~~of~~ One hundred ~~ninety one~~eighty-seven thousand, four hundred dollars (\$~~191,000.00~~187,400.00) received in the 2020 season.

~~The parties of the second part agree that if the net proceeds derived from the rental of the equipment are not sufficient to pay the party of the first part the sum above for each year from 2016 through the year 2020 the parties of the second part agrees to pay the party of the first part annually on or before October 1 of each year any difference between the amount due and the amount received. It is mutually agreed by the parties hereto that the term “net proceeds” shall be deemed to include only those proceeds remaining after payment of any and all expenses, direct or indirect and losses incurred from the operation of beach equipment, as aforesaid, including but not limited to all expenses incurred by the party of the first part for administration, all salaries paid to the parties of the second part and to their assistants, any insurance costs attributable to the operation of the beach concession, including workmen’s compensation and any unemployment and social security expenses. An annual administration fee of five hundred dollars (\$500.00) is payable to the ~~party of the first part~~CITY each year ~~by CATTI AND LYNAM~~the parties of the second part. CATTI AND LYNAM~~The parties of the second part agrees that neither party of the second part~~CATTI nor LYNAM is deemed to have met its obligations under this~~

~~a~~Agreement unless and until the ~~party of the first part~~CITY receives the entire sum of any required payment.

5. CATTS AND LYNAM~~The parties of the second part~~ agrees to execute and deliver to the ~~party of the first part~~CITY at the same time of execution of this Agreement, a judgment by confession note in the sum of One hundred seventy five thousand dollars (\$175,000.00) to be executed by ~~the parties of the second part~~CATTS AND LYNAM jointly and severally, said note to be paid on September 30, 2016 in the amount of One hundred seventy five thousand dollars (\$175,000.00) without interest, except that interest shall accrue on any delinquent installment at the statutory rate from the date of delinquency. A similar note in the negotiated amount to be paid on September 30, 2017 shall be executed and delivered by CATTS AND LYNAM to the CITY prior to the 2017 season and each year thereafter through the year 2020.

6. CATTS AND LYNAM~~The party parties of the second part~~ agrees that the season shall commence not later than the third Friday in May and shall terminate not earlier than the third Monday after Labor Day.

~~7. The party of the first part agrees that the party of the second part may employ such assistants as it deems necessary and may fix the salary to be paid to such assistants, all of whom are to be paid by the party of the first part from the receipts derived from the rental of beach equipment. The party of the second part agrees that the maximum number of employees at any time shall not exceed thirty (30) in number. The party of the second part further agrees that any assistant hired by it shall be a casual or seasonal employee of the party of the first part and shall be discharged upon instructions or directions received from the City Manager.~~

~~8. The party of the second part agrees to deliver to the City Manager of the party of the first part, or its designated representative, at the end of each banking day all the gross receipts received by the party of the second part for the rental of beach equipment. The party of the second part further agrees to deliver to the City Manager of the party of the first part, or its designated representative, at the end of each banking day an accounting of the gross receipts received by the party of the second part from the sale of food, drinks and any other commodities sold or rented by the party of the second part to members of the general public and an itemized accounting of all disbursements made by the party of the second part for that day.~~

~~9. It is mutually agreed by the parties hereto that all proceeds received from the rental of beach equipment not required for the payment of expenses shall be held by the party of the first part in an escrow fund.~~

10. CATTS AND LYNAM~~The party of the second part~~ agrees that the ~~rental fees~~ to be charged for the ~~use-rental~~ of beach equipment shall not be in excess of those fees established by the Beach Concession Committee of the ~~party of the first part~~CITY, which said schedule of fees is incorporated herein by reference as though fully set out; provided, however, that an increase in the schedule of fees may be permitted in writing by the Beach Concession Committee.

11. CATTS AND LYNAM~~The party of the second part~~ agrees that the rental of beach equipment contemplated by this Agreement shall commence not later than ten o'clock in the morning, prevailing time, and shall terminate not earlier than five o'clock in the evening, prevailing time, during the period annually specified in the Agreement for the rental of beach equipment.

12. CATTS AND LYNAM~~The parties of the second part~~ agrees, ~~as part of its their~~ ~~duties~~, to be responsible for maintaining the beach in a clean condition as determined by the ~~party of the first part~~ CITY. CATTS AND LYNAM~~The parties of the second part~~ agrees that the beach shall be cleaned at least two times each day. The ~~party of the first part~~ CITY agrees to cause the various beach areas to be inspected by the City Manager or ~~her~~ the City Manager's designee and to make a report of the finding of cleanliness to CATTS AND LYNAM~~the parties of the second part~~.

13. The ~~party of the first part~~ CITY agrees that CATTS AND LYNAM~~the parties of the second part~~ will be permitted to operate a concession vehicle on the beach at a safe and reasonable speed between the hours of seven o'clock in the morning, prevailing time, and the hour of the opening of the beach in the morning, prevailing time, and from the closing of the beach until one-half hour thereafter in the evening, prevailing time, for the sole purpose of servicing the concession stands. In addition, the ~~party of the first part~~ CITY agrees that such vehicle may be operated on the beach in the event of severe weather conditions such as thunderstorms, high winds and heavy rain. CATTS AND LYNAM~~The parties of the second part~~ agrees that the motor vehicle shall be equipped with a revolving yellow light and an approved back-up alarm. CATTS AND LYNAM~~The parties of the second part~~ agrees that the yellow revolving light shall be in use at all times that the vehicle is upon the beach. CATTS AND LYNAM ~~The parties of the second part~~ agrees that the concession vehicle shall be operated only by the parties to this Agreement ~~and or~~ by ~~any of their~~ assistant employees.

14. CATTS AND LYNAM~~The parties of the second part~~ agrees to procure workers compensation insurance for ~~its~~ ~~tehir~~ their employees and also liability insurance for motor vehicles in the amount of Five Hundred Thousand Dollars (\$500,000.00) and, in addition thereto,

public liability in the minimum amount of One Million Dollars (\$1,000,000.00) in which the CITY, CATTS AND LYNAM~~both the party of the first part and the parties of the second part~~ shall be named as parties insured thereby. CATTS AND LYNAM~~The parties of the second part~~ agrees to pay the premium thereon as is required by the party of the first part CITY and to furnish the party of the first part CITY with a certificate that such insurance is in full force and effect at all times.

15. The party of the first part CITY agrees that CATTS AND LYNAM~~the parties of the second part~~ may operate one concession stand for the sale of food and drinks at a location designated by the Beach Concession Committee of the party of the first part CITY. CATTS AND LYNAM~~The parties of the second part~~ agrees to comply with and furnish proof of compliance with all municipal, State or Federal rules, laws and regulations regarding any concession stand for the dispensing of food or drinks permitted by the party of the first part CITY pursuant to the terms of this Paragraph, including the procurement of and the payment for any license required by the party of the first part CITY.

16. CATTS AND LYNAM~~The parties of the second part~~ agrees to abide by and comply with all Ordinances, Rules and Regulations adopted by the party of the first part CITY, and all statutes, rules and regulations adopted by any other governmental authority pertaining to the beach area or beach strand.

17. It is mutually agreed by the parties hereto that this Agreement may be terminated by either any party hereto by giving written notice to the other party in the event of a natural disaster which renders the beach area or beach strand unusable by the members of the general public. In such event the compensation due to the City ~~and the party of the second part~~ hereunder shall be equitably adjusted, and if the parties cannot reach an agreement in this regard,

the matter shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

18. CATTS AND LYNAM~~The parties of the second part~~ agrees that the ~~party of the first part~~CITY may terminate this Agreement pursuant to Rules and Regulations adopted by the Commissioners of Rehoboth Beach, or upon violation by ~~the either CATTS or LYNAM~~party of the second part of any provision of this Agreement. CATTS AND LYNAM~~The parties of the second part~~ further agree that each is jointly and severally liable for any breaches of the terms and obligations of this agreement.

19. CATTS AND LYNAM~~The parties of the second part~~ agrees that the failure of the ~~party of the first part~~CITY to insist upon strict compliance of any of the terms and conditions of this Agreement or to exercise any option conferred hereunder upon the ~~party of the first part~~CITY shall not be construed to be a waiver or relinquishment of any right, but that the same shall remain in full force and effect.

20. CATTS AND LYNAM~~The parties of the second part~~ shall hold the ~~party of the first part~~CITY, its officers, employees, and agents harmless from and against all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of the service provided pursuant to this Agreement. CATTS AND LYNAM~~The parties of the second part~~ hereby expressly releases the party of the first part from any and all liability or loss or damage to the ~~party of the first part~~City's property or effects arising out this Agreement except for willful acts on the part of the party of the first part. CATTS AND LYNAM's~~The parties of the second part~~'s use of its equipment and property within the City are done at the CATTS AND LYNAM's~~parties of the~~

~~second part's~~ sole risk and the ~~party of the first part~~ CITY shall have no liability for any loss or damage caused to said possessions whatsoever.

21. Neither this agreement nor any of the rights granted in it shall be subject to assignment or transfer by ~~CATTS AND LYNAM~~~~the parties of the second part~~, whether voluntarily or involuntarily, either in whole or part.

22. If legal action shall be brought by the CITY to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in this Agreement, CATTS AND LYNAM shall pay to the CITY all costs, expenses and reasonable attorney's fees incurred by the CITY in the aforesaid action.

23. This Agreement shall be interpreted under the laws of the State of Delaware. Any litigation under this Agreement shall be resolved in the courts of Delaware.

24. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby declared to be severable.

25. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties hereto.

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262. It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective heirs, executors, administrators, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the ~~party of the first part~~ CITY has caused this Agreement to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and CATTS AND LYNAM ~~the party of the second part has~~ caused this Agreement to be executed by ~~its~~ their proper corporate officers and ~~its~~ their corporate seals to be hereunto affixed, the day and year first above written.

Effective Date: \_\_\_\_\_, 2016.

THE CITY OF REHOBOTH BEACH



By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Secretary

THE TRUST OF RICHARD F. LYNAM

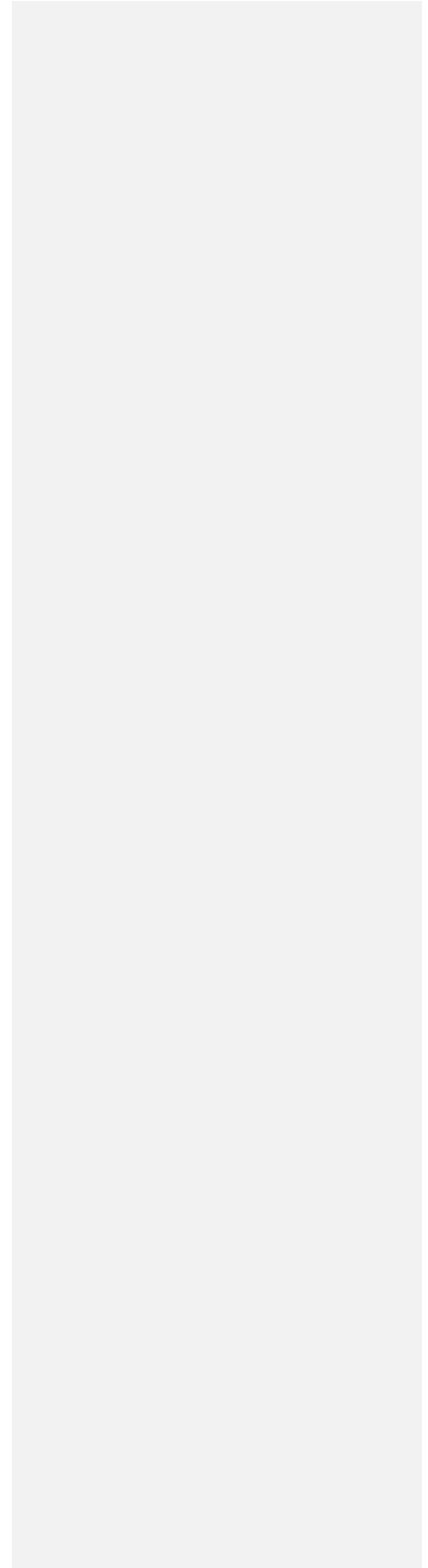
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Richard F. Lynam, Trustee

RUSSELL CATTS BEACH SERVICE, LL

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Russell Catts, Managing Member



**BEACH CONCESSION AGREEMENT**

**THIS IS AN AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF REHOBOTH BEACH (“CITY”), a municipal corporation of the State of Delaware,

**AND**

RUSSELL CATTS BEACH SERVICE, LLC (“CATTS”), a Delaware Limited Liability Company, of Rehoboth Beach, Sussex County, Delaware, and THE TRUST OF RICHARD F. LYNAM, RICHARD FR. LYNAM TRUSTEE (“LYNAM”), of Rehoboth Beach, Sussex County, Delaware (collectively “CATTS AND LYNAM”).

**WITNESSETH:**

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. The CITY hereby appoints CATTS AND LYNAM to be the Beach Concessionaire for the rental of umbrellas, beach chairs and other items appropriate, in the sole discretion of the CITY, for the beach area or beach strand under the jurisdiction of the CITY, and CATTS AND LYNAM hereby accepts such appointment under the terms and conditions hereinafter set forth.

2. CATTS AND LYNAM, at its expense and without any expense or liability to the CITY, agrees to have available for rent to members of the general public, and in good repair, a sufficient number of beach chairs, beach umbrellas and other items of beach equipment as are normally available for rental to members of the general public and are appropriate, in the sole discretion of the CITY, for the beach area or beach strand under the jurisdiction of the CITY.

3. It is mutually agreed by the parties hereto that the terms of this Agreement shall be effective for five (5) beach seasons, namely, the beach seasons of 2016 through 2020, commencing on May 1 and terminating on September 30 of each year of this Agreement, with the beach seasons being divided into two two-year terms, and one one-year term. The beach seasons of 2016 through 2017 shall be the “first two-year term.” The beach seasons of 2018 through 2019 shall be the “second two-year term.” The beach season of 2020 shall be the “one one-year term”.

CATTS AND LYNAM shall have the option to terminate this agreement and all its obligations hereunder at the end of the “first two-year term” provided that CATTS AND LYNAM gives written notice of the exercise of such option to the City Manager of the CITY no later than September 30, 2017. Written notice of termination from either CATTS or LYNAM to the CITY shall constitute termination under this provision and sufficiently bind both CATTS and LYNAM. The CITY shall also have the option to terminate this agreement and all its obligations hereunder at the end of the “first two-year term” provided that the CITY gives written notice of the exercise of such option to either CATTS or LYNAM by no later than September 30, 2017.

CATTS AND LYNAM shall have the option to terminate this agreement and all its obligations hereunder at the end of the “second two-year term” provided that CATTS AND LYNAM gives written notice of the exercise of such option to the City Manager of the CITY by no later than September 30, 2019. Written notice of termination from either CATTS or LYNAM to the CITY shall constitute termination under this provision and sufficiently bind both CATTS and LYNAM. The CITY shall also have the option to terminate this agreement and all its obligations hereunder at the end of the “second two-year term” provided that the CITY gives

written notice of the exercise of such option to either CATTS or LYNAM by no later than September 30, 2019.

4. In consideration for the promises and covenants set forth in this agreement, CATTS AND LYNAM agree to pay the CITY as follows no later than May 1 of each year:

“first two-year term”

(1) One hundred seventy-one thousand, four hundred dollars (\$171,400) in 2016.

(2) One hundred seventy-five thousand, four hundred dollars (\$175,400.00) in 2017.

“second two-year term”

(3) One hundred seventy-nine thousand, four hundred dollars (\$179,400.00) in 2018.

(4) One hundred eighty-three thousand, four hundred dollars (\$183,400.00) in 2019.

“one one-year term”

(5) One hundred eighty-seven thousand, four hundred dollars (\$187,400.00) in 2020.

An annual administration fee of five hundred dollars (\$500.00) is payable to the CITY each year by CATTS AND LYNAM. CATTS AND LYNAM agrees that neither CATTS nor LYNAM is deemed to have met its obligations under this Agreement unless and until the CITY receives the entire sum of any required payment.

5. CATTS AND LYNAM agrees to execute and deliver to the CITY at the same time of execution of this Agreement, a judgment by confession note in the sum of One hundred

seventy five thousand dollars (\$175,000.00) to be executed by CATTS AND LYNAM jointly and severally, said note to be paid on September 30, 2016 in the amount of One hundred seventy five thousand dollars (\$175,000.00) without interest, except that interest shall accrue on any delinquent installment at the statutory rate from the date of delinquency. A similar note in the negotiated amount to be paid on September 30, 2017 shall be executed and delivered by CATTS AND LYNAM to the CITY prior to the 2017 rental season and each year thereafter through the year 2020.

6. CATTS AND LYNAM agrees that the rental season shall commence not later than the third Friday in May and shall terminate not earlier than the third Monday after Labor Day.

10. CATTS AND LYNAM agrees that the rental of beach equipment contemplated by this Agreement shall commence not later than 10:00 a.m. and shall terminate not earlier than 5:00 p.m. during the rental season.

11. CATTS AND LYNAM agrees that the fees to be charged for the rental of beach equipment shall not be in excess of those fees established by the Beach Concession Committee of the CITY, which said schedule of fees is incorporated herein by reference as though fully set out; provided, however, that an increase in the schedule of fees may be permitted in writing by the Beach Concession Committee.

12. CATTS AND LYNAM agrees to be responsible for maintaining the beach in a clean condition as determined by the CITY. CATTS AND LYNAM agrees that the beach shall be cleaned at least two times each day. The CITY agrees to cause the various beach areas to be inspected by the City Manager or the City Manager's designee and to make a report of the finding of cleanliness to CATTS AND LYNAM.

13. The CITY agrees that CATTS AND LYNAM will be permitted to operate a concession vehicle on the beach at a safe and reasonable speed between the hours of 7:00 a.m. and the hour of the opening of the beach in the morning, and from the closing of the beach until one-half hour thereafter in the evening for the sole purpose of servicing the concession stands. In addition, the CITY agrees that such vehicle may be operated on the beach in the event of severe weather conditions such as thunderstorms, high winds and heavy rain. CATTS AND LYNAM agrees that the motor vehicle shall be equipped with a revolving yellow light and an approved back-up alarm. CATTS AND LYNAM agrees that the yellow revolving light shall be in use at all times that the vehicle is upon the beach. CATTS AND LYNAM agrees that the concession vehicle shall be operated only by the parties to this Agreement or by their employees.

14. CATTS AND LYNAM agrees to procure workers compensation insurance for their employees and also liability insurance for motor vehicles in the amount of Five Hundred Thousand Dollars (\$500,000.00) and, in addition thereto, public liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) in which the CITY, CATTS AND LYNAM shall be named as parties insured thereby. CATTS AND LYNAM agrees to pay the premiums thereon and to furnish the CITY with a certificate that such insurance is in full force and effect at all times.

15. The CITY agrees that CATTS AND LYNAM may operate one concession stand for the sale of food and drinks at a location designated by the Beach Concession Committee of the CITY. CATTS AND LYNAM agrees to comply with and furnish proof of compliance with all municipal, State or Federal rules, laws and regulations regarding any concession stand for the dispensing of food or drinks permitted by the CITY pursuant to the terms of this Paragraph, including the procurement of and the payment for any license required by the CITY.

16. CATTs AND LYNAM agrees to abide by and comply with all Ordinances, Rules and Regulations adopted by the CITY, and all statutes, rules and regulations adopted by any other governmental authority pertaining to the beach area or beach strand.

17. It is mutually agreed by the parties hereto that this Agreement may be terminated by any party hereto by giving written notice to the other party in the event of a natural disaster which renders the beach area or beach strand unusable by the members of the general public. In such event the compensation due to the City hereunder shall be equitably adjusted, and if the parties cannot reach an agreement in this regard, the matter shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

18. CATTs AND LYNAM agrees that the CITY may terminate this Agreement pursuant to Rules and Regulations adopted by the Commissioners of Rehoboth Beach, or upon violation by either CATTs or LYNAM of any provision of this Agreement. CATTs AND LYNAM further agrees that each is jointly and severally liable for any breaches of the terms and obligations of this agreement.

19. CATTs AND LYNAM agrees that the failure of the CITY to insist upon strict compliance of any of the terms and conditions of this Agreement or to exercise any option conferred hereunder upon the CITY shall not be construed to be a waiver or relinquishment of any right, but that the same shall remain in full force and effect.

20. CATTs AND LYNAM shall hold the CITY, its officers, employees, and agents harmless from and against all claims, losses, liabilities, damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of the service provided pursuant to this Agreement. CATTs AND LYNAM hereby expressly releases the CITY from any and all liability or loss or damage to the CITY's property or effects arising

out this Agreement except for willful acts on the part of the CITY. CATTS AND LYNAM's use of its equipment and property within the CITY are done at CATTS AND LYNAM's sole risk and the CITY shall have no liability for any loss or damage caused to said possessions whatsoever.

21. Neither this agreement nor any of the rights granted in it shall be subject to assignment or transfer by CATTS AND LYNAM, whether voluntarily or involuntarily, either in whole or part.

22. If legal action shall be brought by the CITY to recover any sums due under this Agreement or for the breach of any other covenant or condition contained in this Agreement, CATTS AND LYNAM shall pay to the CITY all costs, expenses and reasonable attorney's fees incurred by the CITY in the aforesaid action.

23. This Agreement shall be interpreted under the laws of the State of Delaware. Any litigation under this Agreement shall be resolved in the courts of Delaware.

24. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of this Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby declared to be severable.

25. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties hereto.



26. It is mutually agreed by the parties hereto that the terms of this Agreement shall be binding not only upon the parties hereto, but also upon their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, the CITY has caused this Agreement to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, and CATTS AND LYNAM caused this Agreement to be executed by their proper corporate officers and their corporate seals to be hereunto affixed, the day and year first above written.

Effective Date: \_\_\_\_\_, 2016.

THE CITY OF REHOBOTH BEACH

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Secretary

THE TRUST OF RICHARD F. LYNAM

\_\_\_\_\_  
Richard F. Lynam, Trustee

RUSSELL CATT'S BEACH SERVICE LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Russell Catts, Managing Member

\_\_\_\_\_  
Witness

1 DATE: March 3, 2016  
 2 VERSION: Of March 3, 2016  
 3 SPONSORS: Commissioners Stan Mills & Kathy McGuiness  
 4 TO: Board of Commissioners  
 5 RE: Supporting document relative to discussion of refuse, recycling and yard waste  
 6 issues and potential code changes to Chapter 227 Solid Waste and Chapter  
 7 270-27 Storage of Refuse.  
 8 On the agenda of the Commissioners' workshop of March 7, 2016  
 9

10 **Excerpts from proposed code amendments with new language addressing:**

- 11 1. Definitions.
- 12 2. Time constraints for placing wastes at the curb for collection.
- 13 3. Disposal of yard wastes generated by professional service companies.
- 14 4. Correction of fine amount under discharging human waste.
- 15 5. New article on discharges prohibited.

16

17 **§ 227-1. Definitions.**

18 As used in this chapter, the following terms shall have the meanings indicated:  
 19

20 **BAG**

21 A plastic or polyethylene bag not less than 1 1/4 mils thick and containing no more than 50 pounds when  
 22 filled.  
 23

24 **BUNDLE.**

25 Branches and prunings tied together, no longer than four feet in length and not exceeding 50 pounds in  
 26 weight.  
 27

28 **DISPOSABLE CONTAINER**

29 A bag, box or similar container (other than a waste container) intended for one time disposal of waste and  
 30 which will prevent leakage if any liquids are present.  
 31  
 32

33 **GARBAGE**

34 Wastes resulting from the handling, preparation, cooking and consumption of food, wastes resulting  
 35 from the handling, storage and sale of produce and animal waste.  
 36  
 37

38 ~~(From §227-25) Refuse containing any food, food waste, animal waste, human waste or any such~~  
 39 ~~similar matter.~~

**Comment [NEW1]:** Edit current definition above and delete this one from §227-25.

40 **LEACHATE**

41 Any liquid which drains from garbage or any liquid which comes in contact with any part of a container  
 42 previously contacted by garbage, including all water that comes in contact with garbage or parts of a  
 43 container previously in contact with garbage, such as (without limitation) water used to wash a  
 44 dumpster or rainwater that drains from or through garbage.  
 45  
 46  
 47

48 **RECYCLABLES**

49 Any material or group of materials that can be collected and sold or used for recycling.

**Comment [NEW2]:** State definition in Universal Recycling law.

50  
51 **REFUSE**

- 52 A. Combustible trash, including but not limited to paper, excelsior, , wood furniture and bedding.
- 53 B. Noncombustible trash, including but not limited to metals, dirt, stone, glass, crockery and other mineral  
54 waste.
- 55 C. Garbage.
- 56 D. Street rubbish, including but not limited to street sweepings, dirt, catch basin dirt and contents of litter  
57 receptacles.
- 58 E. Wastes resulting from industrial processes and manufacturing operations.

59  
60 **RESIDENTIAL AREAS**

61 All residences other than motels and hotels, but shall include boardinghouses, apartment houses and  
62 condominiums, regardless of whether such residences are located in areas other than residential zones  
63 as defined in Chapter 270, Zoning.  
64

65 **TRASH**

66 Refuse containing no food, food waste, animal waste, human waste or any such matter.  
67

68 **WASTE**

69 Refuse, recyclables and yard waste intended for disposal.  
70

71 **WASTE CONTAINER**

72 A reusable rigid plastic or metal container with watertight lid and suitable handles or tipper mechanism  
73 compatible with city refuse trucks and used for the storage of recyclables, yard waste and bagged  
74 garbage and refuse and weighing no more than 50 pounds including contents.  
75

76 **YARD WASTE**

77 Organics including grass, leaves, prunings, brush, shrubs, garden materials, Christmas trees and tree  
78 limbs up to 4" in diameter.

79

80

81

82 **§ 227-9. Placement of waste containers for collection in residential areas; time limits.**

83 The owner or occupier of any given dwelling shall place all refuse in waste containers along the curb in front of  
84 such lot **not earlier than 6:00 p.m. on the day prior to collection day or shall place any waste material in disposable**  
85 **containers not earlier than 5:00 a.m. on collection day** in order that it may be conveniently collected by the City. All  
86 waste containers shall be **removed from City property not later than 9:00 p.m. on collection day**. Any violation of  
87 this section is declared a civil offense pursuant to Chapter 126 of the Municipal Code of the City of Rehoboth  
88 Beach.

89

90 **§ 227-11. Collection of yard waste and recyclables; time limits.**

91 A. The City will collect yard waste as needed, provided that such yard waste is either 1) contained in paper bags  
 92 specifically manufactured for yard waste or securely tied together in bundles and does not exceed 50 pounds in  
 93 weight or four feet in length or 2) is placed within a city owned and furnished yard waste container. Disposal of  
 94 yard waste not so bagged, tied or containerized shall be the responsibility of the property owner.

95 B. **From October 1 to May 14 of each year**, the City will collect loose leaves and pine needles free of foreign  
 96 debris such as lumber, stones, bricks, branches and any type of garden or flower bed stalks when placed at the  
 97 curb line or on the road shoulder **by the property owner or occupant.**

98 C. The City will collect recyclables provided that such recyclables are contained in a city owned and furnished  
 99 recycling container.

100 D. The owner or occupier of any given lot shall place all recyclables or yard waste in specified containers along  
 101 the street in front of such lot **not earlier than 6:00 p.m. on the day prior to collection day** in order that it may be  
 102 conveniently collected by the City. All recycling and yard waste containers shall be **removed from City property**  
 103 **not later than 9:00 p.m. on collection day.** Bagged and bundled yard waste and loose leaves and pine needles  
 104 may be placed along the street at any time.

105  
 106 E. **Professional service companies that generate yard waste or collect yard waste shall dispose of the yard**  
 107 **waste generated or collected at a site not within the City.**

108  
 109 F. Any violation of this section is declared a civil offense pursuant to Chapter [126](#) of the Municipal Code of the  
 110 City of Rehoboth Beach.

111  
112  
113  
114115 Article VI. Discharging Human Waste

116 [Added 6-3-1991 by Ord. No. 691-1]

117 § 227-30. Prohibited acts.

118 A. No person shall discharge any material onto, upon or in any sidewalk, street, beach or storm drain that contains  
 119 any human fecal matter.

120  
 121 B. No person shall discharge from any holding tank waste from a motor home, travel trailer, camper or other  
 122 vehicle onto, upon or in any sidewalk, street or storm drain.

123 § 227-31. Violations and penalties.

124 Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon  
 125 conviction thereof, shall be fined not less than ~~\$500 nor more than \$1,000~~ \$250 nor more than \$500 and shall pay  
 126 the costs of prosecution.

127  
128

**Comment [GM3]:** The Charter limits fines to \$500

129 [Article VII Discharges prohibited.](#)

130 [§ 227-32. Prohibited acts.](#)

131 [A. No person shall permit leachate to drain onto city property.](#)

132

133 [B. It shall be a violation of this article to permit material other than storm water to discharge into City storm](#)

134 [drains.](#)

135 [§ 227-33. Violations and penalties.](#)

136 [Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon](#)

137 [conviction thereof, shall be fined not less than \\$250 and not more than \\$500 and shall pay the costs of](#)

138 [prosecution.](#)