TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL

ORDINANCE

FEBRUARY 3, 2026

Ordinance- **to approve and authorize the mayor to sign a 5-year Lease Agreement between the Town and Michael S. Mueller for property located at 1270 Old Heights Road.**

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia that:

1. The Lease Agreement dated October 1, 2025, between the Town and Michael S. Mueller for residential property located at 1270 Old Heights Road is approved.

2. The mayor is authorized to sign and deliver this Lease Agreement and any other instrument necessary to evidence or effectuate the agreement.

3. This ordinance shall be effective on and after the date of its adoption.

A Copy – Teste:

Margie C. Tacci
Deputy Town Clerk

TOWN OF HERNDON, VIRGINIA 1879

MOTION: **Reyes**
SECOND: **del Aguila**
RE: **Ordinance 26-O-05**
ACTION: **Adopted**

Votes
Ayes: del Aguila, Garcia, Hedrick, Lloyd, Reyes, Mayor LeBlanc
Nays: None
Absent from Vote: Alam
Absent from Meeting: Alam

LEASE AGREEMENT

THIS LEASE dated this 1st day of October 2025 between the TOWN OF HERNDON, a municipal corporation ("Landlord"), and Michael S. Mueller ("Tenant").

RECITALS:

Landlord is the owner of certain premises bearing the address of 1270 Old Heights Road, Herndon, Virginia 20170, ("the Premises"); and Landlord and Tenant have agreed that Tenant will lease the Premises from Landlord in consideration of the rent, and under the terms and conditions specified in this lease:

NOW, THEREFORE, the parties agree as follows:

1. Term, Rent, and Security Deposit. The Landlord leases to the Tenant the Premises known as 1270 Old Heights Road, Herndon, Virginia 20170, from October 1, 2025, for the term of five years to expire on September 30, 2030. Tenant shall pay Landlord a graduated rent escalation per month as follows:

October 1, 2025 through January 31, 2026	$1,095 per month (Holdover Amount)
February 1, 2026 through September 30, 2026	$1,122.00 per month
October 1, 2026 through September 30, 2027	$1,150.00 per month
October 1, 2027 through September 30, 2028	$1,179.00 per month
October 1, 2028 through September 30, 2029	$1,209.00 per month
October 1, 2029 through September 30, 2030	$1,239.00 per month

The first installment shall become due on October 1, 2025. Tenant shall pay to Landlord monthly installments on the 1st day of each month after that date in the amount of the rent. All rental payments shall be made without notice, demand, set-off or deduction. If any installment of Rent is not paid within five days of its due date, Tenant shall pay to Landlord a late fee of Fifty dollars per late or non-paid installment. The unpaid amounts shall accrue interest at an annual rate of 10 percent from the date due until paid. Payment of rent, late fees, and any other monies payable by Tenant to Landlord shall be made by check or money order, at the address contained in paragraph 14 of this lease. If the rent has not been paid for two consecutive months, Tenant shall have relinquished rights of

possession of the Premises, shall immediately leave the Premises, and shall immediately remove Tenant's possessions from the Premises; and the lease shall then terminate.

A $50.00 fee will be charged for any check which is returned from the bank for any reason. Any returned check must be redeemed with cash within 24 hours of notification.

Tenant's existing security deposit with Landlord of $550.00, to secure Tenant's faithful performance of this lease is acknowledged. No interest shall be paid on this deposit. Upon termination or expiration of this lease, Town may use this security deposit to satisfy financial outlays necessary due to Tenant's non-compliance with the lease (as determined by Landlord). Landlord shall return to Tenant any unused portion of the security deposit within thirty days of termination or expiration of this lease.

2. Assignment/Subletting. This lease shall not be assigned, and no portion of the Premises sublet, without the prior written consent of the Landlord.

3. Use and Occupancy. The Premises shall be used for residential purposes for Tenant. No other persons may occupy the Premises without written authorization by the Town.

4. Fixtures, Condition and Repair of Premises.

The Tenant accepts the Premises in its existing condition as of the commencement of this Lease, reasonable wear and tear excepted. The Landlord shall be solely responsible, at Landlord's cost and expense, for all structural repairs and replacements and for all repairs, maintenance, inspection, and replacement of building systems and owner level components, whether interior or exterior. This includes, but is not limited to, the foundation, roof, decks, stairs, railings, driveway, hardscape, siding, exterior trim, windows, doors, chimneys, sump pumps, drainage systems, insulation, and all electrical, plumbing, and heating and cooling systems, including associated components and any safety or code related upgrades identified through inspection or required by applicable law. The Tenant shall be responsible only for routine, non-structural, and ordinary residential

maintenance items customarily performed by occupants of single-family dwellings. These responsibilities are limited to maintaining the interior of the Premises in a clean and sanitary condition, replacing light bulbs and batteries, changing HVAC filters, performing minor caulking, maintaining fixtures, clearing minor drain clogs, performing routine pest control, and maintaining the lawn, yard, and landscaping in a neat and orderly manner. The Tenant shall promptly notify the Landlord of any condition requiring repair beyond routine maintenance. The Tenant shall not be responsible for repairs arising from normal aging, material degradation, system failure, code compliance, life safety conditions, or conditions identified through inspections, except to the extent such conditions are caused by the Tenant's negligence or intentional misconduct.

The Landlord shall cause an inspection of the Premises to be performed no less than once annually during the term of this Lease. Such inspection may include, but is not limited to, review of structural elements, building systems, life safety conditions, and general property condition. The Tenant shall provide reasonable access for such inspection upon reasonable notice. Any deficiencies identified during the inspection that fall within the Landlord's responsibilities shall be corrected by the Landlord within a reasonable time.

5. Pets. Tenant may keep up to two dogs and up to two cats on the Premises.

6. Utilities. The Tenant shall have registered in Tenant's name and promptly pay all bills for all utilities charged to the Premises. The utilities payable by Tenant include water, sewer, recycling services, electric, gas, telephone, and cable television.

7. Quiet Enjoyment. The Landlord shall give Tenant quiet enjoyment for the term of the lease.

8. Default. Time is the essence of this lease agreement. If Tenant fails to make any payments required under this lease, or to restrict occupancy of the Premises to those persons set out in this lease; or uses the Premises for any other purposes than here stated; or fails to maintain the Premises in the condition here specified, or vacates the Premises,

or violates any other term of the lease, Tenant shall be in default under this lease. If Tenant defaults or in any way violates any term of this lease, Landlord may accelerate the indebtedness due under the lease. Landlord reserves the right in the event of a default by Tenant to enter the Premises and remove any and all property of the Tenant and to repossess the Premises.

9. Expenses of Landlord. Tenant shall pay to Landlord on demand all Landlord's expenses, including attorney's fees, which Landlord incurs in collecting Tenant's past due obligations or in enforcing any provision of this lease.

10. Legal Action by Landlord. If Tenant violates any term of this lease, Landlord may take any other action than that specified which is allowable by law for the enforcement of this lease.

11. Entry by Landlord. Landlord may enter the Premises for the purpose of inspecting the same or for making any repairs that Landlord may deem necessary or desirable, on reasonable notice to Tenant.

12. Insurance and Indemnification of Landlord. Tenant shall, at Tenant's cost, procure and pay for general public liability insurance insuring the acts of Tenant and guests in or about the Premises, naming Landlord as additional insured, and Tenant shall obtain fire insurance and extended coverage insuring Tenant's personal property. Tenant shall hold the Landlord, its employees, officers, and officials, harmless and shall indemnify the Landlord, its employees, officers, and officials, for any and all liabilities, damages, claims, suits, actions, judgments, costs and expenses, including attorney's fees, resulting from any incident which occurs on the Premises, except if caused by the negligence of Landlord. Tenant will deliver to the Landlord copies of such insurance policies or certificates showing the same to be in force during the term of this lease. Landlord may procure at its expense fire, liability and extended coverage insurance for the Premises.

13. Binding on Heirs/Assigns. This lease shall bind the successors and assigns of

the parties.

14. Notice. Notice to Landlord may be mailed or delivered to the Office of the Town Attorney, 777 Lynn Street, Herndon, Virginia 20170. Any notice to Tenant shall be delivered or mailed to Tenant or adult occupant at the Premises.

15. Lease Termination. The lease may be terminated by either party by providing at least 60 days written notice to the other. This lease shall terminate on the destruction of the Premises or the damage to the Premises to such an extent as to render the residence uninhabitable (as determined by Landlord). Upon termination under this paragraph, rent shall be equitably prorated. Tenant serves as Golf Course Superintendent for Landlord and Tenant is required to occupy the Premises on the Herndon Centennial Golf Course as a condition of employment. This lease will be terminated sixty days after Tenant's employment as Superintendent ceases due to resignation, termination, lay-off, retirement, or death.

16. Access to Property by Landlord, Realtors, Agent and Their Duly Designated Representatives. Landlord shall have the rights to exhibit the Premises to prospective purchasers or tenants, upon reasonable notice to the Tenant and to post a "For Sale" or "For Lease" sign in the front yard of the Premises.

17. Surrender of Premises. At the expiration of the tenancy here created, Tenant shall surrender the Premises in the same condition as the Premises was in at the commencement of this lease, reasonable wear and tear expected, and shall surrender all keys for the Premises to Landlord.

Signatures on following page

TOWN OF HERNDON, VIRGINIA

Keven J. LeBlanc, Jr., Mayor

Michael S. Mueller

Michael S. Mueller

APPROVED AS TO FORM:

Lesa J. Yeatts

Lesa J. Yeatts, Town Attorney