



Mountlake Terrace City Council
Work Session Agenda
Thursday, October 23, 2025, 7:00 PM
City Hall and via Telephone or Teleconference

AGENDA

1. Call to Order
2. Attendance Roll Call
3. General Public Comment
4. Presentation on Federal Legislative Agenda by The Johnston Group
5. Review Professional Services Agreement Renewal with Kenyon Disend for City Attorney Services
6. City Manager's Report
7. Review November 6, 2025 Meeting Agenda
8. Council Comments
9. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click "join". No passcode needed.

To make a public comment remotely (Zoom or telephone), in person, or in writing, please refer to the Public Comment and Public Hearing Testimony Protocol on the city website <https://www.cityofmlt.com/129/Agendas-and-Minutes>.

No person shall make personal attacks, or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. All hate speech will be construed as threatening remarks.



STAFF REPORT

To: Mountlake Terrace City Council

From: Jeff Niten, City Manager

Meeting Date: October 23, 2025

Subject: Presentation on Federal Legislative Agenda by The Johnston Group

Required Reviews:

Jennifer Joki

Created/Initiated - 10/17/2025

Jeff Niten

Final Approval - 10/17/2025

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

N/A

Subject Summary:

Jake Johnston, federal lobbyist, to present the planned federal legislative agenda for 2026.

Financial/Budget Impacts:

Budget Amendment

No.

Required?

Budget and Sources:	N/A
Expenditure:	N/A
New Appropriation Required + Sources:	N/A

Additional Financial Information:

N/A

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Presentation only.

Council Motion:

N/A

Attachments:

None



STAFF REPORT

To: Mountlake Terrace City Council

From: Jeff Niten, City Manager

Meeting Date: October 23, 2025

Subject: Review Professional Services Agreement Renewal with Kenyon Disend for City Attorney Services

Required Reviews:

Jennifer Joki

Created/Initiated - 10/17/2025

Jeff Niten

Approved - 10/17/2025

Sirke Salminen

Final Approval - 10/17/2025

Council Goal(s):

Responsible Governance to Ensure Desired Level of Service

Legislative History:

Council approved the Agreement with Kenyon Disend for City Attorney services on January 28, 2021.

Subject Summary:

Hillary Evans, Managing Partner for Kenyon Disend, has served as City Attorney for Mountlake Terrace since February 1, 2021. City staff across departments enjoy a strong professional working relationship with Hillary Evans, with particularly notable service in the Code Compliance function which has been a priority for City Council.

Since 2021 annual rate increases have not kept up with the market for municipal legal services. Standard contract rates for professional legal services are \$315.00 per hour, and under the current contract the city is currently paying \$270.00 per hour. Renegotiation of the current contract has resulted in an increase to \$300.00 per hour in 2026 and rising to match standard municipal clients' rates in 2027, which will be \$315.00 per hour plus the standard Consumer Price Index percentage. The CPI percentage is generally anticipated to be 3% resulting in an anticipated price of \$324 per hour in 2027 and increasing by 3% each year thereafter.

Financial/Budget Impacts:

Budget Amendment
Required?

No.

Budget and Sources:	\$381,700 (2026) General Fund
Expenditure:	Hourly charge, 2024 actuals \$241,784. 2025 YTD \$195,903.
New Appropriation Required + Sources:	N/A

Additional Financial Information:

N/A

Community Notifications:

City Council Agenda

If "Other," please specify:

Board/Commission Recommendation:

N/A

Staff Recommendation:

Staff recommends the City Council vote to authorize the City Manager to sign the professional services agreement with Kenyon Disend for city attorney services. This can be accomplished by adding it to the Consent Agenda on November 6, 2025.

Council Motion:

N/A

Attachments:

1. Kenyon Disend City Attorney Services Agreement 2026 (Draft)

AGREEMENT FOR LEGAL SERVICES

I. PARTIES

This Agreement for Legal Services (“Agreement”) is made and entered into between the City of Mountlake Terrace (“City”) and Kenyon Disend, PLLC (“Attorneys”) effective January 1, 2026, and in consideration of the terms and conditions set forth below, the parties agree as follows:

II. SERVICES OF THE ATTORNEYS

The Attorneys shall provide the legal services set forth in this Agreement and shall work for the City at the pleasure of and under the direction of the City Manager. Hillary J. Evans will serve as the City Attorney under RCW 35A.13.090, and will direct the services provided under this Agreement. The City Attorney may exercise her judgment and assign certain work of a regular or routine nature to other Attorneys. The City Attorney shall provide prior notice to the City Manager if she assigns litigation or other projects of a substantial nature to another Attorney.

III. QUALITY OF SERVICES

Attorneys and other persons employed by Attorneys shall perform all legal services covered by this Agreement in a capable and efficient manner, and in accordance with the professional standards of the Washington State Bar Association and the Rules of Professional Conduct for attorneys established by the Washington Supreme Court. Attorneys shall be available at all times for consultation and advice, including on weekends and holidays if needed, directly or through telephone, e-mail, or other forms of communication.

IV. SERVICES PROVIDED

This is a non-exclusive agreement and the City in its sole discretion may engage other legal counsel regarding any services that are expected to be provided by Attorneys. The City Attorney shall be principally responsible for performing all legal work for the City, except prosecution of criminal cases, legal services related to issuance of any municipal bond or similar security, matters in which a conflict of interest exists, or as may otherwise be assigned by the City Manager. Office hours at City Hall may be provided by City Attorney upon request by the City Manager. The following list of duties is illustrative, but is not necessarily inclusive, of the services to be performed by the Attorneys:

1. Review or draft City ordinances, agreements, resolutions, interlocal agreements, decisions, and other legal documents as requested by the City;

2. Represent the City and its officials in all lawsuits and other contested administrative proceedings commenced by or against the City, provided that in cases where the City or its officials have pool insurance coverage through WCIA, or another insurer, Attorneys will represent the City and its officials until WCIA or other insurer-retained attorneys are actively handling the case or to the extent necessary to deal with non-covered claims or to provide consultation and coordination between the City and the WCIA or other insurer-retained attorneys;

3. Prepare for and participate in depositions;

4. Perform legal research and write opinions;

5. Consult with and advise City Councilmembers, the City Manager, and staff members in person, by telephone, e-mail, or by written memo on City business;

6. Prepare for and attend regular City Council meetings and other meetings as requested by the Mayor or City Manager;

7. Attend meetings of other City boards and commissions, such as the Planning Commission, when requested to do so;

8. Negotiate with third parties other than in a litigation context, e.g., negotiating interlocal agreements;

9. Represent the City in administrative proceedings before another governmental unit such as the Boundary Review Board, when requested to do so; and

10. Telecommunications services, including franchise negotiation and leasing.

V. FEES AND COSTS

City shall be billed monthly for legal services at Attorneys' hourly rates. Attorneys will charge increments of one-tenth (1/10) of an hour, rounded off for each particular activity to the nearest one-tenth of an hour. Attorneys' hourly rates for services through December 31, 2026, including necessary travel time for trips other than Hillary J. Evans' travel to and from City Hall, are attached hereto as Exhibit A. Attorneys' hourly rates for subsequent calendar years shall be provided to City on or before October 1 of the immediately preceding calendar year. If City declines to accept the increased rates the parties may negotiate an alternative rate.

Attorneys will also charge City fifteen cents (\$0.15) per page for black and white photocopying and facsimile transmissions, twenty-five cents (\$0.25) per page for color photocopying, and shall be reimbursed for legal messenger services, postage, computerized legal research charges, filing fees advanced on behalf of City, and other direct expenses without markup. Attorneys shall not charge City for mileage reimbursement costs, nor for long-distance

telephone charges. Other expenses shall be reimbursed only when authorized in advance by City.

Attorneys' current rates expressly account for any taxes or related charges ("charges") imposed on professional service providers by City and the State of Washington. In the event that any such additional charges are imposed during the term of this Agreement, Attorneys shall be entitled to recover any such additional charges as a reimbursable cost item on Attorneys' monthly billing statements.

VI. PAYMENT TERMS

Fees and costs are due in full from City upon City's receipt of a statement. A service charge shall accrue at the rate of 12% per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the statement date.

VII. TIME RECORDS

Attorneys will maintain accurate time records, and shall provide a monthly statement to City setting forth a description of the services performed, date of service, time expended for services charged, rate charged for services and also include costs and expenses. Separate billing categories shall be established to track costs associated with City funding categories or to track project costs, or such other basis (including by City Departments) as the City may direct. Reimbursable costs shall be separately itemized.

VIII. AGREEMENT PERIOD

This Agreement shall remain in effect until terminated. The attorney/client relationship is personal and involves the ability of the parties to communicate and maintain credibility. Each party shall have the right to terminate this Agreement for convenience and without cause by providing ninety (90) days prior written notice to the other party, and the Attorneys shall be paid through the last month of the billing cycle in which work is completed. In the event of termination, work in progress will be completed by Attorneys if authorized by the City under terms acceptable to both parties.

IX. INDEMNIFICATION/HOLD HARMLESS

The Attorneys shall indemnify and hold the City and its elected officials, officers, employees, and agents harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Attorneys' negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require the Attorneys to indemnify the City against and hold harmless the City from claims, demands or

suits based solely upon the conduct of the City, its elected officials, officers, employees, and agents; and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Attorneys, Attorneys' agents or employees; and (b) the City, its elected officials, officers, employees, and agents, this indemnity provision with respect to: (1) claims or suits based upon such negligence; and/or (2) the costs to the City of defending such claims and suits shall be valid and enforceable only to the extent of the Attorneys' negligence, the Attorneys' agents or employees.

The Attorneys specifically assume potential liability for actions brought by the Attorneys' own employees against the City and, solely for the purpose of this indemnification and defense, the Attorneys specifically waive any immunity under the state industrial insurance law, Title 51 RCW.

X. INSURANCE

Attorneys shall maintain for the protection of City a professional errors and omissions insurance policy with minimum coverage of one million dollars per claim and three million dollars annual aggregate.

XI. STATE PUBLIC RECORDS ACT

Attorneys acknowledge that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Attorneys. Attorneys shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of a request to produce identifiable public records from the City, Attorneys shall conduct a reasonable search of all places where responsive public records may reasonably have been stored or filed, and then deliver to the City copies of any such responsive public. If Attorneys cannot complete their search within ten (10) days after receipt, Attorneys shall provide the City an estimated date when the records will be available.

XII. GENERAL PROVISIONS

1. Discrimination. Attorneys agree not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory disability or the use of a trained dog guide or service animal by a person with a disability, except where a bona fide occupational qualification exists.

2. Independent Contractor. Attorneys shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this

Agreement. Neither City nor any of its officers, officials or employees, shall have any control over the manner, mode, or means by which Attorneys, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth and as required by the rules of professional conduct applicable to Attorneys. City shall have no voice in the selection, discharge, supervision or control of Attorneys' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

3. Ownership of Work Product. All opinions, data, materials, reports, memoranda, and other documents developed by Attorneys under this Agreement specifically for the City are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit.

4. Work for Other Clients. Attorneys may provide other services for clients other than the City during the term of this Agreement, but will not do so where the same may constitute a conflict of interest as defined by the Rules of Professional Conduct unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.

5. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Attorneys, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

6. Assignment. Attorneys shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City.

7. Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from breach of this Agreement, the prevailing party shall be entitled to its costs and attorney's fees for bringing or defending the action. The venue for any dispute related to this Agreement shall be Snohomish County, Washington.

8. Survivability. The obligation of the Attorneys under all provisions of this Agreement, which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.

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IN WITNESS WHEREOF, the City and Attorneys have executed this Agreement upon the date of final signature.

CITY OF MOUNTLAKE TERRACE

KENYON DISEND, PLLC

By: _____
Jeff Niten, City Manager

By: _____
Hillary J. Evans, Managing Partner

Date: _____

Date: _____

EXHIBIT A

**KENYON DISEND, PLLC
2026 HOURLY RATE SCHEDULE FOR CITY ATTORNEY SERVICES**

ATTORNEYS:

Michael R. Kenyon	\$450.00
Lisa M. Marshall	\$370.00
Soojin E. Kim	\$315.00
Hillary J. Evans	\$300.00
Kendra S. Rosenberg	\$300.00
Robert D. Zeinemann	\$285.00
Colin A. Olivers	\$285.00
Joanna M. Eide	\$275.00
Alexandra L. Kenyon	\$250.00

PARALEGALS:

Margaret C. Starkey	\$185.00
Antoinette M. Mattox	\$165.00
Janet J. Ito	\$150.00



MOUNTLAKE TERRACE CITY COUNCIL
MEETING AGENDA

November 6, 2025
7:00 p.m.

Mountlake Terrace City Hall; and
via Telephone or Teleconference

1. Call to Order – Flag Salute – Roll Call
2. Late Changes to Agenda
3. General Public Comment (*see Public Comment and Public Hearing Testimony Protocol on page 2*)
4. Consent Agenda
 - a. Payment of Claims
 - b. Meeting Minutes
 - c. Professional Services Agreement with Kenyon Disend for City Attorney Services
 - d. Interlocal Agreement with Snohomish County Regional Narcotics Task Force
5. Review and Public Hearing on Ordinances Adopting Franchise Agreement with Puget Sound Energy
6. Review and Vote on Allocation of Funds for Transit Connection Corridor Project
7. Review Diversity, Equity and Inclusion Strategic Plan
8. City Manager's Report
9. Council Liaison Reports
10. New Business
11. Adjournment

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Public Comment and Public Hearing Testimony Protocol

Public comments and public hearing testimony are permitted at meetings remotely, in-person, and in writing. All remarks shall be made to the Council as a body and not to any individual member.

General public comments to council are heard toward the beginning of regular meetings and work sessions. Public comments to council on specific agenda items and public hearing testimony will be called for at regular meetings when council discusses that agenda item.

No person shall make personal attacks, or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. Any person who is engaging in conduct that disturbs, disrupts, or impedes the business of the council or whose comments have been ruled out of order by the presiding officer, shall immediately cease and refrain from further improper comments or inappropriate conduct. All hate speech will be construed as threatening remarks.

To make a public comment/give public hearing testimony **remotely** (via Zoom or telephone), complete the [Remote Public Comment Request Form](#) (link on City Council Agendas and Minutes web page) at least 24 hours before the meeting. You will then be contacted via email to confirm your participation. Your reply to the confirmation email must be received by 4 p.m. on the day of meeting to be acknowledged that same evening. If you're using Zoom during the meeting, use the hand raise tool to be recognized to speak or press *9 if using a telephone. Speakers shall limit their presentations to five minutes.

To make a public comment/give public hearing testimony at a meeting **in-person**, please sign up at the meeting (no 24-hour notice required).

To submit a **written** public comment/public hearing testimony email remarks to cityhall@mltwa.gov or mail to/drop off at City Hall (23204 58th Avenue W., Mountlake Terrace, WA 98043) no later than 4 p.m. on the meeting/public hearing date.