



## FALERIS LAW FIRM, PLLC

BETH A. FALERIS, ATTORNEY AT LAW  
*LICENSED IN NC & SC*

February 14, 2025

Town of North Topsail Beach  
C/o Town Manager  
2008 Loggerhead Court  
North Topsail Beach, North Carolina 28460

Dear Town of North Topsail Beach:

This letter confirms the terms of our agreement for limited legal services representing the Town of North Topsail Beach's Zoning Board of Adjustment. Experience has shown that the relationship between an attorney and his/her clients are stronger if everyone starts with a mutual understanding of the services provided by the firm, the fees charged, and the terms of payment. As always, please feel free to call us directly should you ever have any questions about a fee or this agreement.

### Scope of Services:

The scope of the services provided to you pursuant to this agreement includes the following:

-Limited legal services representing the interests of the Town of North Topsail Beach's Zoning Board of Adjustment to include:

- attendance at Board meetings regarding administrative appeals;
- advising the Board on hearing procedures and scope of admissible evidence;
- preparation of any formal decisions and orders of the Board;
- research of matters relevant and requested by the Board;
- any appeals of a decision on administrative decisions to Superior Court in which the Board is a named party
- any additional legal services requested by the Board related to matters before the Board.

The scope of these services may be modified by mutual consent of the parties.

### Fees and Billing:

Our fees are formulated to assess the reasonable value of services to clients in accordance with the complexity of the matter assigned. The firm has an established hourly billing rate and records the time in tenths of an hour increments. Current rate for services performed under this agreement are **\$250.00 per hour to include travel time for Beth Faleris.** If additional paralegal assistance is needed, our paralegal's rate is charged at \$35.00 an hour.

Our general schedule of rates is revised on January 1 of each year. In addition to the above, you will be responsible to the firm for expenses incurred in the course of representation. These expenses may include, but are not necessarily limited to, appraisal fees, survey fees, engineering fees, expert fees, court filing and witness fees, expert witness fees, court reporter and deposition transcript expenses, photocopying, cellular and long distance telephone charges, postage charges, delivery charges, copy charges, computerized legal research charges, attorney travel expenses and mileage, word processing charges, and secretarial overtime where required by the urgency of the matter.

Payment for fees and expenses will be due upon receipt of our statement which is billed at the beginning of each month. Payment should be made by check or draft payable to "Faleris Law Firm, PLLC". Our firm also takes Visa, Mastercard and Discover Card and e-checks through LawPay. We can make arrangements to issue an electronic invoice with a link to our on-line payment processing center if requested.

If any of our statements remain unpaid for more than 45 days from the date of the statement, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until satisfactory arrangements have been made for payment of arrearages and future fees. In addition, in such event and upon written notification, this contract shall serve as your agreement to release the firm from representing you in any pending litigation.

Statements unpaid after 45 days may be subject to a late charge computed on the basis of five percent of the outstanding balance. The charge will commence on the 46<sup>th</sup> day and continue until paid. In addition, the firm has collection procedures that it must follow with regard to unpaid accounts. In fairness to most of the firm's clients who pay their statements each month, these collection procedures and the late payment charge have been established so that the minority of clients whose accounts become delinquent will fairly bear the firm's costs to manage delinquent accounts. In the unlikely event that a client fails to pay any statement rendered by this firm in accordance with this agreement and the matter is referred to an attorney or other entity to collect the fee and disbursements, the client agrees to pay all costs of collection including reasonable attorney's fees.

The firm charges a \$25.00 Returned Check Fee per check payments returned "insufficient funds". Professional services may be suspended upon receipt of a returned check. The firm may require that the Returned Check Fee, any existing outstanding balance, and the retainer be paid in full before professional services may resume.

Waiver of Conflict of Interests:

Please be aware that the firm represents many other individuals and companies and/or entities in private practice that may impact the Town of North Topsail Beach. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of work for the Town of North Topsail Beach's Zoning Board of Adjustment, even if the interest of such clients in those other matters may be directly or indirectly adverse to the Town of North Topsail Beach or the Zoning Board of Adjustment. We agree, however, that your prospective consent to conflicting representation contained herein shall not apply in any instance where, as a result of our representation of the Zoning Board of Adjustment, we have obtained proprietary or other confidential information of a non-public nature, that, if know to such other client, could be used in any such other matter by such client to your material disadvantage.

If the foregoing is acceptable, please so acknowledge in the space provided below and return one copy of the letter to this office. We look forward to representing you on this and future matters. Please feel free to contact us by phone at 910.577.7771 (office), 910.382.8268 (cell) or by e-mail at [bfaleris@gmail.com](mailto:bfaleris@gmail.com) or [baf@propertylawnc.com](mailto:baf@propertylawnc.com) should you have any questions or if we can be of any assistance.

Very Truly Yours,

\_\_\_\_\_, 2025.  
Beth Faleris

I acknowledge that I have reviewed the foregoing letter and that I understand and agree to the matters set forth therein, including fees, expenses, and the scope of engagement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
(Seal)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 10-410-47 Maximum not to exceed \$10,000. *DAM* 02/25/25

\_\_\_\_\_  
(Signature of finance officer)