



September 19, 2025

[Via Email \(rspitzer@pinevillenc.gov\)](mailto:rspitzer@pinevillenc.gov)

Ryan Spitzer  
Town Manager  
Town of Pineville  
P.O. Box 249  
Pineville, NC 28134

**Re: Engagement Agreement**

Dear Ryan:

We at Gardner Skelton PLLC (“we,” “our,” “us,” or the “Firm”) appreciate the opportunity to work with you and the Town of Pineville (collectively, “you” or “your” or “Client”).

Scope of Representation. The Firm will advise, counsel and represent you with respect to legal matters related to the Town of Pineville, as well as any other matter(s) for which you seek our assistance and which we undertake.

Fees. My current discounted rate for the Town of Pineville is \$300 per hour, as a courtesy. Other attorneys within the Firm may assist with your matter(s). Their rates range from \$275 to \$725 per hour. We also use contract lawyers and paralegals at rates which vary with experience. If the assistance of other attorneys and paralegals is necessary, we will discuss it, prior to any work being done. You agree that we may charge the hourly rates currently in effect at the time the work is performed. Hourly rates are reassessed annually, with adjustments usually effective in January of each calendar year. We send invoices approximately monthly, and payment is due from you within 15 days of receipt of any invoice.

Deposit. We do not require an initial trust deposit. However, in the event that your matter(s) escalate(s), if you do not timely pay any invoice, and/or our work in progress at any time exceeds \$5,000, we may, in our discretion, require a trust deposit as a condition of continuing our representation of you. The amount of such a trust deposit shall be determined in the sole discretion of the Firm. Your deposit, in whatever amount, will normally be retained until the conclusion of your matter(s) and will then be returned to you, after full payment for all invoices has been made. In our discretion, the deposit, or portions thereof, may be applied to one or more invoices. If all or any part of the deposit is so applied, you agree to promptly replenish the deposit to the full required amount. Upon termination of the engagement, any amount of the deposit remaining after deduction of any fees and expenses which then remain unpaid will be promptly returned to you, upon your request.

Expenses. In addition to our fees for legal services, we also charge separately for certain expenses, including messenger, postage and other communication costs; document copying and retrieval; computerized legal research; filing, service, expert witness and trial fees; court reporters and deposition transcripts; travel expenses, when required (including lodging); and other expenses incurred on your behalf. Large expense billings may be forwarded to you for direct payment. Otherwise, the Firm will advance funds to pay these expenses and will bill you for the disbursements made on your behalf. Note that this list is not all-inclusive and that you are responsible for these expenses, regardless of whether you are the prevailing party. Please be aware that litigation-related costs are often significant.

Billing. The Firm will bill you each month for the fees and expenses you incur during the preceding month. We bill in tenths of hours (i.e., 6-minute increments). Therefore, any portion of a 6-minute increment, whether 1 minute or a full 6 minutes, will be billed at 0.1 hours. I will review each invoice before it is issued to you to make sure that the amount billed is in accordance with this agreement. However, mistakes are possible. You agree to carefully review each invoice and to contact us with any questions or concerns. If you do not contest a charge within 15 days, you agree that the amount billed is appropriate. We will include in each invoice a description of the services for which you are being charged and a specific identification of all other expenses. We reserve the right to postpone or defer providing additional services, or to discontinue our representation, if billed amounts are not paid when due.

In the event of nonpayment, the Firm may elect to initiate internal or external collection procedures. If legal action is necessitated to collect delinquent fees or expenses owed the Firm, it is agreed that the prevailing party shall be entitled to an award of its reasonable attorneys' fees incurred through arbitration, trial and/or appeal of the proceeding. You agree that any legal action involving non-payment of fees or regarding any services performed by the Firm must take place within the state or federal courts serving Mecklenburg County, North Carolina. North Carolina law shall apply with respect to the enforcement or interpretation of this agreement, notwithstanding the choice of law rules or principles of any jurisdiction.

Termination of Representation. You have the right to terminate our services and representation upon written notice to the Firm. However, such termination will not relieve you of the obligation to pay for services we performed and/or expenses paid or incurred on your behalf, prior to the date of termination.

We reserve the right to withdraw from our representation if you fail to pay amounts due and owing, fail to honor the terms of this letter, fail to cooperate or follow our advice in any material respect, or any other fact or circumstance which would, in our view, render our continuing representation unlawful, unethical, or unworkable. Our right to withdraw may be subject to court approval. If we elect to withdraw, you will take any steps which may be necessary to relieve us of any obligation to perform further, including executing any document(s) necessary to complete our withdrawal, and we will be entitled to be paid for all services and expenses paid or incurred on your behalf, prior to the date of withdrawal.

Confidences. As a matter of professional responsibility, we are generally required to preserve confidences and secrets of our clients. This obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his/her/its lawyer. We can perform truly beneficial services for you only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship will be based on mutual confidence and unrestricted communication that will facilitate our effective representation of you. Also, please always have in mind that our communications are privileged only if they are confidential, and only if they remain confidential. Therefore, in order to preserve privilege, do not include any third person in our communications (such as copying a third person on an e-mail) or share our communications with any third person (such as forwarding our e-mail communications). In communicating with us, you should refrain from using an e-mail address that might not be confidential, such as an e-mail address you might have with an employer or business.

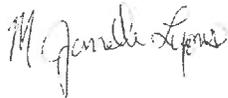
Duty to Retain and Preserve Relevant Materials. You have an obligation to preserve all documents, communications, and any other materials or thing, both electronic and physical, that may be relevant to any dispute(s). The following is a non-exclusive list of sources that might contain discoverable information: e-mail (including personal folders, inboxes, sent items folders, deleted items folders), calendars (including Microsoft Outlook calendars, day planners, or office calendars), notes (including notebooks, memoranda, to-do lists, and task lists), computers, cell phones, portable media devices (including discs, memory cards, and flash drives), webpages, voicemail systems, and audio or video recordings. Please note that the data you must preserve is not limited to documents or files that can be seen or manipulated, but also include underlying data, called metadata, that are not ordinarily visible. Always err on the side of preservation—if in doubt, preserve and retain it.

If you have any questions, now or at any time in the future, please do not hesitate to contact us. Please review, sign and return to me a copy of this engagement letter. Please call me if you have any questions.

**[Remainder of Page Intentionally Blank]**

This Agreement may be executed in one or more counterparts, and each counterpart shall be deemed to be an original. All such counterparts shall together constitute one and the same instrument. Signatures may also be made by fax, and facsimiles of signatures are as valid as originals.

Sincerely,



Janelle Lyons  
Gardner Skelton PLLC

Reviewed and Agreed:

Town of Pineville:

Signature:   
Ryan Spitzer (Sep 19, 2025 09:53:00 EDT)  
By: Ryan Spitzer, Town Manager

19/09/2025  
Date: \_\_\_\_\_

# Engagement Agreement - Town of Pineville - 66224.01

Final Audit Report

2025-09-19

Created:	2025-09-19
By:	Cathy Chiappetta (cathy@gardnerskelton.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ0M8JL-Ehz0QXnTIA3sgvpMf1hpCZzDT

## "Engagement Agreement - Town of Pineville - 66224.01" History

-  Document created by Cathy Chiappetta (cathy@gardnerskelton.com)  
2025-09-19 - 1:51:41 PM GMT
-  Document emailed to Ryan Spitzer (rspitzer@pinevillenc.gov) for signature  
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-  Email viewed by Ryan Spitzer (rspitzer@pinevillenc.gov)  
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-  Document e-signed by Ryan Spitzer (rspitzer@pinevillenc.gov)  
Signature Date: 2025-09-19 - 1:53:00 PM GMT - Time Source: server
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