



Town of Marshville
Town Council Regular Meeting
May 06, 2024, 7 PM
Marshville Town Hall
118 East Union Street – Marshville, NC 28103



Regular Meeting Agenda

- 1. Call to Order/Invocation/Pledge of Allegiance**
- 2. Public Comments**
- 3. Adoption of the Agenda**
- 4. Consent Agenda**
 - i. Auditor Contract – Eddie Carrick**
 - ii. March 18th Work Session Minutes**
 - iii. April 01st Regular Meeting Minutes**
- 5. ABC Board Item**
- 6. Bypass Presentation from Bjorn Hansen**
- 7. First Draft of Proposed Budget**
- 8. Manager’s Comments**
- 9. Council Comments**
- 10. Mayor’s Comments**
- 11. Adjournment**

*Music in the Park May 18th, 11 a.m. to 5 p.m. • Town Council Work Session May 20th, 7 p.m. •
Planning Board Meeting May 23rd 7 p.m. • Council/Planning Board Joint Meeting May 28th, 7 p.m.*



Town of Marshville
Town Council Work Session
March 18, 2024, 7 PM
Marshville Town Hall
118 East Union Street – Marshville, NC 28103



In Attendance: Mayor Larry Smith, Mayor Pro-tem Ernestine Staton; Council Members Gary Huntley, Paulette Blakeney, Monaca Marshall, Stephen Passarelli

Staff Attendance: Town Manager Franklin Deese and Town Clerk Ashlie Vincent

Work Session Minutes

Call to Order/Invocation/Pledge of Allegiance: Mayor Smith called the meeting to order at 7 p.m. Member Huntley gave the invocation. All shared the Pledge of Allegiance.

Public Comments: None.

Adoption of Agenda: Mayor Pro-tem Staton requested to add a discussion about dogs in the park as item 7.

Motion: The motion to adopt the amended agenda was made by Mayor Pro-tem Staton and seconded by Member Marshall—all ayes.

Social Districts Discussion:

Manager Deese opened the discussion for the council to speak about the information he had given the members about social districts. He asked if there were any questions he could research to bring back to the council.

Member Passarelli suggested following some of Monroe's rules, such as using colored cups. Mayor Smith asked about the right of way and public sidewalks. Member Passarelli said zoning needs to be considered for the social district. There is a need to get public input from the people in the town about how to implement and regulate it.

Mayor Pro-tem Staton agreed with the need for public input because this could be a major issue, and they need to take the time to work everything out. Member Passarelli said there is no rush to push for anything as there is not much in the downtown area. It could be a means to attract future businesses. Mayor Smith recommended that the council continue reviewing the information and bring questions to have staff look into it.

Report on Meeting Audio/Video Posting:

Manager Deese presented the council with a handout from the Granicus demonstration. Clerk Vincent explained the differences between the three packages offered. Mayor Pro-tem Staton

commented on not liking the pricing and the many complaints she has received about audio issues. Mayor Smith told staff to continue looking into alternatives.

Projection Presentation:

Manager Deese presented to the council the effects of a new development on the town. The presentation included a projection of different fees and taxes that would be collected, additional town personnel, and a timeline.

Member Passarelli asked if there would be a stipulation to require the developer to use local businesses. Manager Deese responded that it could be suggested but couldn't be forced. Member Passarelli asked about imposing a rental cap on the houses and townhomes in the development agreement. Manager Deese stated he was not confident that it would be something that could be imposed but would look into the legality of the matter. It may be a matter for the HOA to handle, but the town could suggest it.

Mayor Smith stated he would like to see a similar report on commercial or industry.

Dogs at the Park:

Mayor Pro-tem Staton expressed her concern about dogs at the park. She recounted over the weekend calling the 911 non-emergency line to have the dogs removed. She mentioned the lack of enforcement of the no-dog policy at the park. She wanted to have a discussion to work on changing the policy or better enforcing the current policy.

Member Passarelli suggested to the council that a dog park be created on some of the vacant land the town owns near the park. Other suggestions from the council members included no aggressive dogs, two separate parks for large and small dogs, and looking at different towns for examples.

Manager's Comments:

- SDF study by the end of the week.
- Water AIA mapping by the end of the year. After the study is finished, a water CIP will be developed.
- Sidewalk project: adding 120-volt outlets to the design. Because 3D renderings are more involved, they may be more expensive.
- The pier design is 95% done. They are looking into reducing the cost of construction. Septic construction will start in April. Mayor Smith recommended beginning to think about policies.
- Mayor Pro-tem Staton asked if the police were working on the traffic issues. Manager Deese reported that NCDOT said they would work on the system, but he is unsure if it is finished. They are waiting on reports about the red light cameras.
- Member Marshall expressed concern about the white building across the street from East Union. Wendy's is very dark at night and needs better lights. She asked for an update on the farmer's market update. Manager Deese said there was no update on the farmer's market.

Member Passarelli suggested putting the word out to garner interest from the public. Manager Deese replied he would have postings on the website and Facebook.

Council Comments:

Paulette Blakeney: She thanked the public and noted the Easter Event. There is a stomach virus going around. Be safe.

Gary Huntley: He thanked the public and wished everyone a nice Holy Week and Passover.

Stephen Passarelli: He talked to the Parks and Rec Director about field drainage and the facilities. Manager Deese stated that nice commodities are prone to vandalism, but if it is requested, they can be replaced with nicer facilities. He also stated that the director had told him the issues with the drainage were due to the tree line. We can look into draining pipes or something along those lines.

Member Passarelli said at the planning board meeting that the developers requested a decision from the board in 30 days. He felt that 30 days may not be enough time, and there may be a request later.

ABC Board: The board has submitted a request to be allowed to set aside \$20,000 for research and planning to expand storage. He would like to see the request as an agenda item.

Monaca Marshall: No Comments.

Ernestine Staton: Regarding the park facilities, she says that as long as they are clean, she doesn't see anything wrong with them. She commented that the power is being turned on at the park on Sunday nights.

Mayor's Comments:

- The town is facing some new pressures, concerns, and thoughts about development. Policies and procedures are in place for this. Misunderstanding about the procedure of the community meeting: The developers hosted the meeting to answer questions about the development. He wished the meeting had been advertised better for the public, something to be worked on in the future.
- We need to start taking ownership of goals and bringing them to the forefront in order to stay on track.

Closed Session G.S. 143-318.11(a)(6): Personnel

The motion to enter the closed session was made by Member Huntley and seconded by Member Marshall—all ayes.

The closed session ended at 9:45 pm.

No action was taken.

Adjournment: The meeting was adjourned at 9:47 pm.



Town of Marshville
Town Council Regular Meeting
April 01, 2024, 7 PM
Marshville Town Hall
118 East Union Street – Marshville, NC 28103



In Attendance: Mayor Larry Smith, Mayor Pro-tem Ernestine Staton; Council Members Gary Huntley, Paulette Blakeney, and Stephen Passarelli

Absent: Council Member Monaca Marshall

Staff Attendance: Town Manager Franklin Deese, Town Attorney Bobby Griffin, Planning and Zoning Administrator Jonathan Wells, and Town Clerk Ashlie Vincent

Regular Meeting Minutes

Call to Order/Invocation/Pledge of Allegiance:

Mayor Smith called the meeting to order. Member Huntley gave the invocation. All shared the Pledge of Allegiance.

Public Comments:

Rusty Johnson:

He wished Mayor Pro-tem Staton a happy birthday. He urged the council to vote against allowing the town to reimburse alcoholic beverages. He mentioned that the Zoom meeting information was not easily accessible. He recounted his experience with the after-hours number for Public Works not being helpful with his issue over the weekend.

Adoption of Agenda: Member Passarelli requested that a discussion about a planning board application be added.

Motion: to adopt the amended agenda was made by Mayor Pro-tem Staton and seconded by Member Huntley—all ayes.

Consent Agenda:

Motion: to approve the consent agenda was made by Member Blakeney and seconded by Member Huntley—all ayes.

Discussion about a joint workshop with the Planning Board:

Manager Deese recalled from the retreat that the council wanted Rick Flowe to speak to the Planning Board at one of their meetings. Mr. Flowe thought it would benefit the council and board to have a joint meeting. The earliest date he would be available is April 29th. A brief discussion about alternative dates was had. Manager Deese said he would talk to Mr. Flowe and find a new date for the meeting to bring back to the council.

Discussion concerning annexation agreement with Wingate:

Manager Deese said he wanted to have some forethought about future development and boundaries. Both parties would have to agree on the annexation agreement. Mr. Wells said the agreement would safeguard developments from encroaching in the other's jurisdiction and usually last 10 to 20 years.

Mayor Smith asked if any approval from Raleigh would be needed. Mr. Wells replied that it would be between the municipalities, but a public hearing would need to be held. Member Passarelli asked if this would benefit Marshville. Mr. Wells responded that it would be good for both parties, especially if communication protocol were included in the agreement. Member Passarelli asked if there were any downsides. Mr. Wells said there were none, but there would be more problems without agreement.

The council's consensus is that the town manager should continue discussing annexation agreements with Wingate and Peachland.

Discussion/Action concerning ABC request:

The ABC Board submitted a request to set aside \$20,000 to research and develop plans to increase storage at their current location. Mayor Pro-tem Staton questioned whether the ABC board had spoken with other stores on how they handle their inventory. She proposed a walkthrough of the store to understand the situation better. The council discussed visiting the store at different times to do their research. Mayor Pro-tem Staton suggested that the ABC Board and town manager work together to get the information and bring it back to the council for discussion.

Motion: to deny the request of the ABC Board was made by Mayor Pro-tem Staton and seconded by Member Huntley. Votes 3 to 1. The motion passes.

Discussion about the town's reimbursement policy:

Manager Deese apologized for the mistake in the original presentation of the topic and stated that the town does not reimburse the purchase of alcoholic beverages. The discussion is meant to be about the travel and reimbursement policy, which requires reimbursement claims to be supported by detailed documents, i.e., receipts.

The council discussed the clarity of the policy and whether to enhance the policy or create a separate policy. The council requested the town manager to look into improving the policy and increasing the meal and hotel allowance.

Discussion concerning a dog park:

Manager Deese distributed the information about dog parks that the Parks & Rec Director had gathered. Mayor Smith asked if the park's master planning was still underway. Manager Deese

replied that he is waiting for the report from the Economic Development study before moving forward to see what suggestions the study might present.

Discussion concerning the ball field:

Manager Deese stated that the Parks & Rec Director is still looking for someone to check on the drainage issues on the ball field. Mayor Smith proposed possibly budgeting for improvements to the tennis courts for repairs and upkeep.

Planning Board Application Discussion:

Manager Deese reported that the application in question had not come through the town hall after asking staff if anyone had knowledge of the matter. He suggested the applicant redo the application and bring it to town hall.

Manager's Comments:

- He received an email stating that Beaver Lane's fire insurance classification had improved from Class 5 to Class 4.
- Pavement Study advice from Steve Lander: Save money until the next budget or contact a local pavement company to tackle some problems. The council had indicated wanting to address some issues during the current budget, so he will contact a local company soon.
- Rick Flowe—The proposal to tweak the MDO costs \$5,500 and is valid until June 30, 2024. Mayor Smith asked if the funds could be found in the budget for this year. Manager Deese said it would be possible. The council's consensus was to pursue the proposal.
- NCDOT said it hadn't found an issue with signal coordination but is looking at other signal communication issues at the system's end. The police are working on research on red light cameras and will bring back a report once it is complete.
- He reported that the town's leaf truck is in bad shape and presented information that a new truck would cost approximately \$237k. He asked the council to consider the investment vs. the service. The contract with Waste Connections includes limb pick up, which was pointed out by Mayor Pro-tem Staton. The prospect of a privatized service was mentioned.
- He stated that the visionary summary would be available in the next few weeks
- He had reached out to someone from Monroe to speak about social districts and is waiting to coordinate a time for a meeting.

Council Comments:

Paulette Blakeney: She thanked the public and wished everyone a Happy Easter.

Gary Huntley: He thanked the public and asked for an update on the lake project. Manager Deese said there is a preliminary bid package to look over. Once that is approved, bids can be sent out to build the pier.

Stephen Passarelli: He wished everyone a Happy Easter. He complimented the easter event and thanked everyone who put on the event. He asked for an update on the farmer's market and mural.

Manager Deese replied that the retreat facilitators were compiling information to help develop the farmer's market. Once that information is available, he will continue moving forward. Regarding the mural update, Mr. Nurkin said the repairs would cost \$500, but Manager Deese had not heard back from him to coordinate the project.

Ernestine Staton: She suggested having the people on Zoom let the council know if they could be heard at the beginning of the meetings.

Mayor's Comments:

- He congratulated the Beaver Dam Fire Department on improving their fire insurance classification.
- He asked the town manager to explain staff vacancies briefly. Manager Deese responded that there are two vacancies for police officers and one Public Works Director/Manager, though Allen serves as interim Public Works manager. There will be interviews on Thursday for the part-time office assistant.
- He asked the town manager to explain to the NC Fellow intern the town was rewarded. Manager Deese said the town would be awarded a full-time college graduate who would work for the town for a year. The only town expense would be \$25,000 to cover part of their salary; the School of Government/NCLM would pay the other half and benefits. The individual would be allowed to choose which town project they would like to take on and work with either the department head or town manager. The expense would be included in the next year's budget.
- He asked for a report of the sewer overflow issue 18 months ago. Manager Deese responded that the problem occurred in 2022. A town employee had seen the overflow but didn't report it to Biven Steele, the town's OCR. The state has been contacted and informed of the failure to report, and it has been documented.

Closed Session G.S. 143-318.11(a)(6): Personnel

The motion to enter closed session was made by Mayor Pro-tem Staton and seconded by Member Huntley—all ayes.

The closed session ended at 9:55 pm.

There was no action taken.

Adjournment:

The meeting was adjourned at 9:57 pm

The	Governing Board Town Council
of	Primary Government Unit Town of Marshville
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Eddie Carrick, CPA, PC
	Auditor Address 151 Young Drive, Lexington, NC 27292

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
<input type="text"/>	<input type="text"/>	<input type="text"/>

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Marshville
Audit Fee (financial and compliance if applicable)	\$ 13000
Fee per Major Program (if not included above)	\$ 2000
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 15,000

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Eddie Carrick, CPA, PC	
Authorized Firm Representative (typed or printed)* Eddie Carrick	Signature*
Date*	Email Address* eddie@eddiecarrickcpa.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Marshville	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	<input checked="" type="checkbox"/>
Mayor/Chairperson (typed or printed)* <input checked="" type="checkbox"/>	Signature* <input checked="" type="checkbox"/>
Date <input checked="" type="checkbox"/>	Email Address* <input checked="" type="checkbox"/>

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 15,000
Primary Governmental Unit Finance Officer* (typed or printed) <input checked="" type="checkbox"/>	Signature* <input checked="" type="checkbox"/>
Date of Pre-Audit Certificate* <input checked="" type="checkbox"/>	Email Address* <input checked="" type="checkbox"/>

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

EDDIE CARRICK, CPA, PC
Certified Public Accountant

March 1, 2024

To the Honorable Mayor and Town Council
Town of Marshville
Marshville, North Carolina

We are pleased to confirm our understanding of the services we are to provide for Town of Marshville for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit , where applicable, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Town of Marshville as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Marshville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Marshville's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Other Post-Employment Benefits Schedules (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Marshville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Individual fund statements and schedules
- 2) Schedule of expenditures of federal awards (if applicable).
- 3) Law Enforcement Officers' Separation Allowance Report (if applicable).

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists; we are required to describe it in our report.

- 1) N/A

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood

that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on (if applicable):

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit (if applicable). Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Cash
- Support, receivables, and receipts
- Program service fees, revenue, and receivables
- Expenses for program and supporting services, and accounts payable and other liabilities
- Inventories (if applicable)
- Property and equipment

Debt and other liabilities
Net assets

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance (if applicable).

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Marshville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Town of Marshville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Marshville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

For audits subject to Yellow Book, we will not provide any nonattest services.

For audit not subject to Yellow Book, we will also assist in preparing the financial statements and related notes of Town of Marshville in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter

our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance (if applicable), it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the first of audit field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance (if applicable). You agree to include our report on the schedule of

expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement (if applicable), we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Marshville; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eddie Carrick CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eddie Carrick CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding

agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Eddie Carrick is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit after July 1, 2024.

My fee for these services will be at our agreed upon fee per our LGC contract. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit (if applicable). Our reports will be addressed to the Council of the Town of Marshville. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report (if applicable) on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report (if applicable) on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports (if applicable) will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Marshville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Eddie Carrick CPA, PC

RESPONSE: This letter correctly sets forth the understanding of Town of Marshville.

Management signature: _____

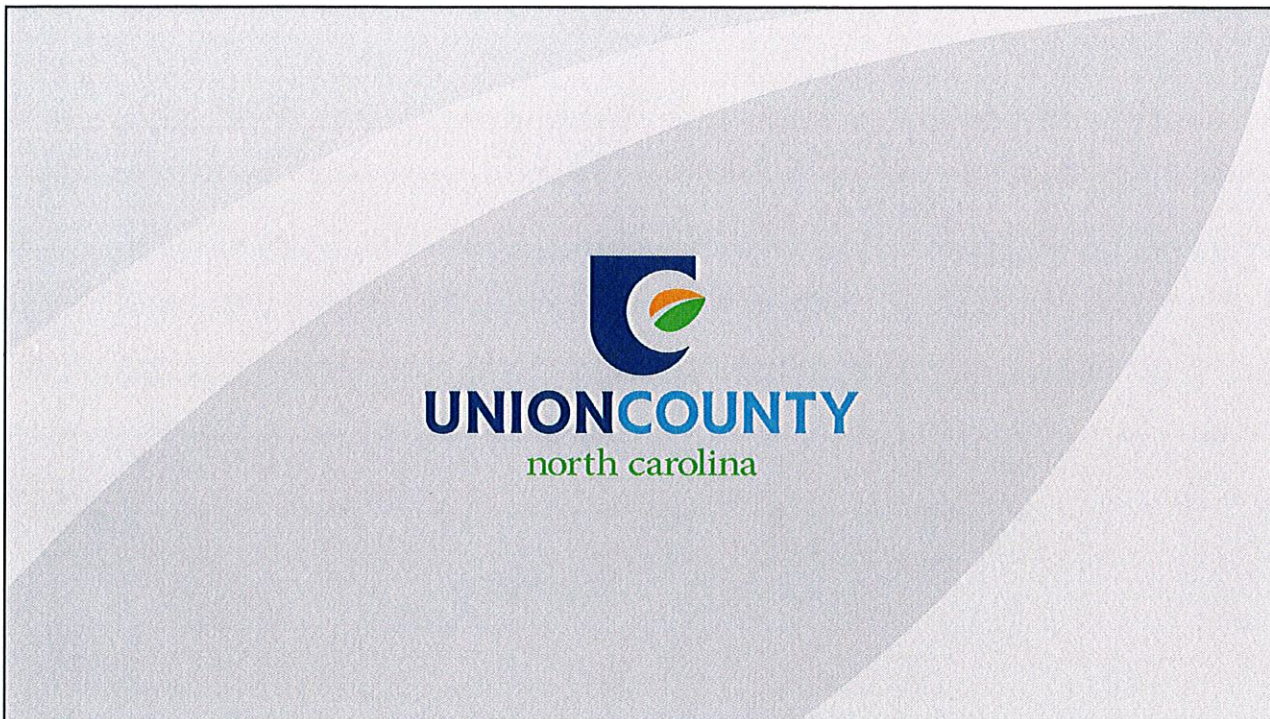
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Date: _____

Governance signature: _____

Title: _____

Date: _____

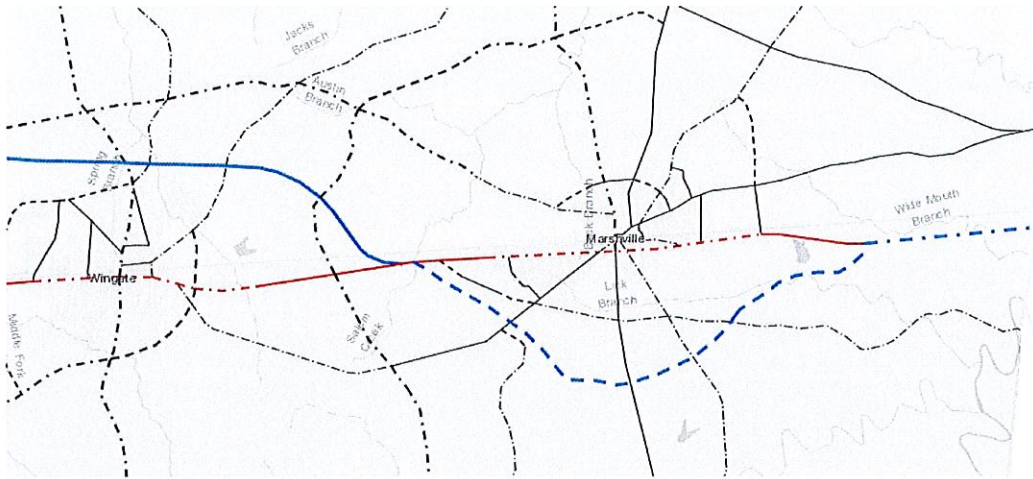


1

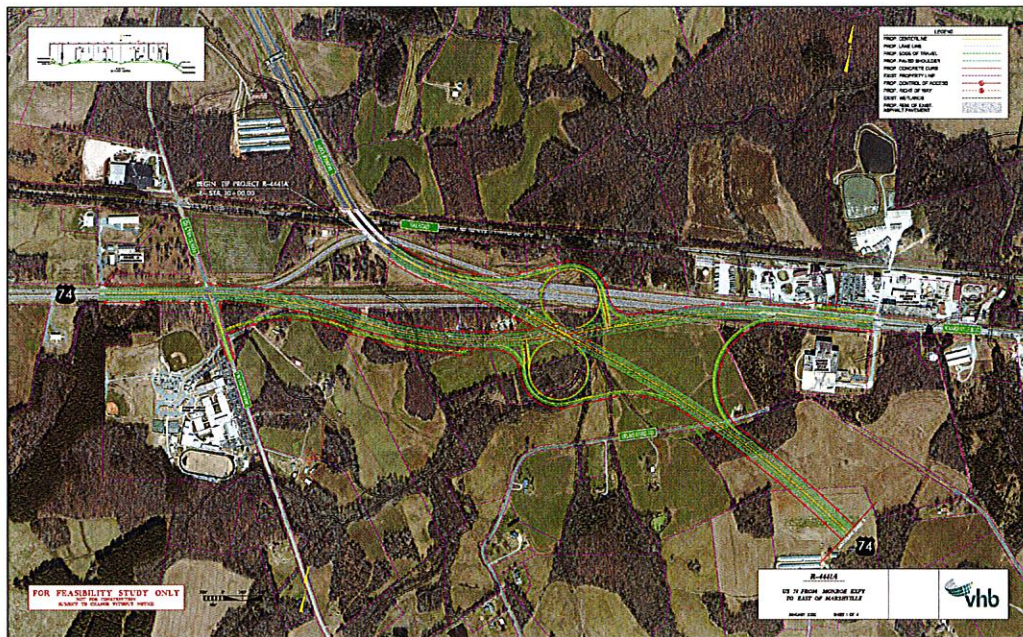


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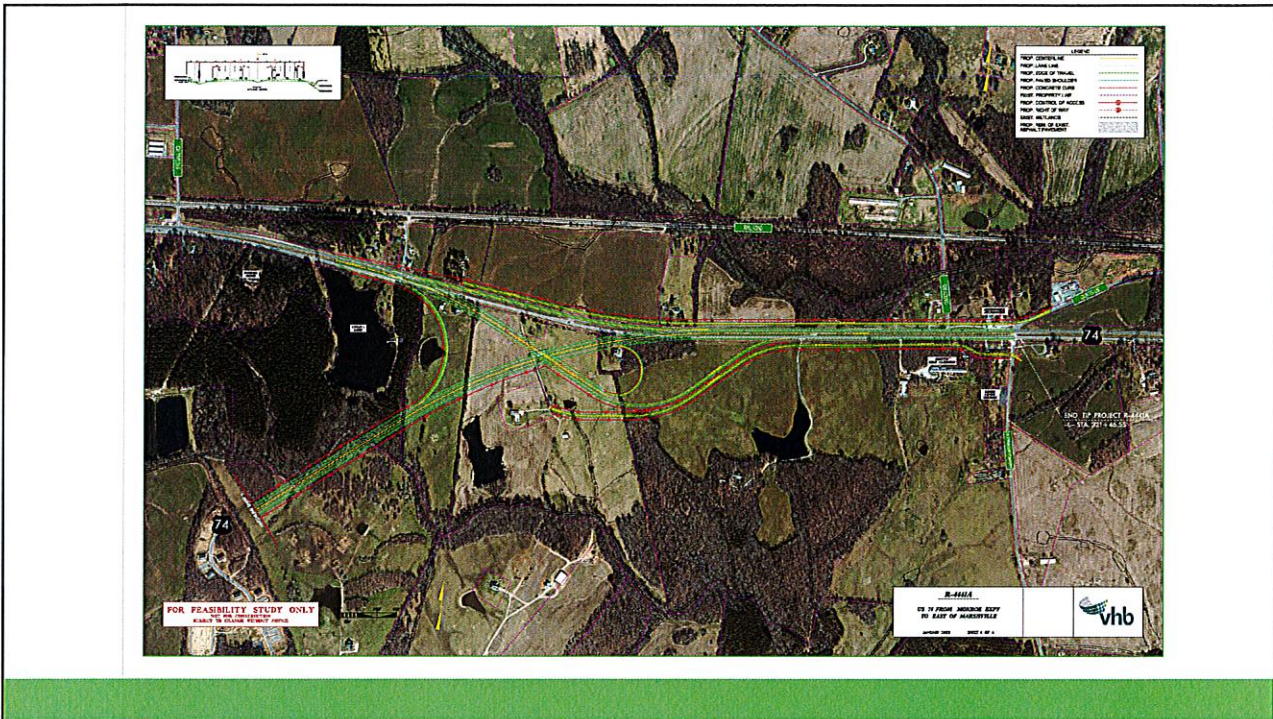
Marshville Bypass Alignment in CRTPO Comprehensive Transportation Plan (CTP)



3



4



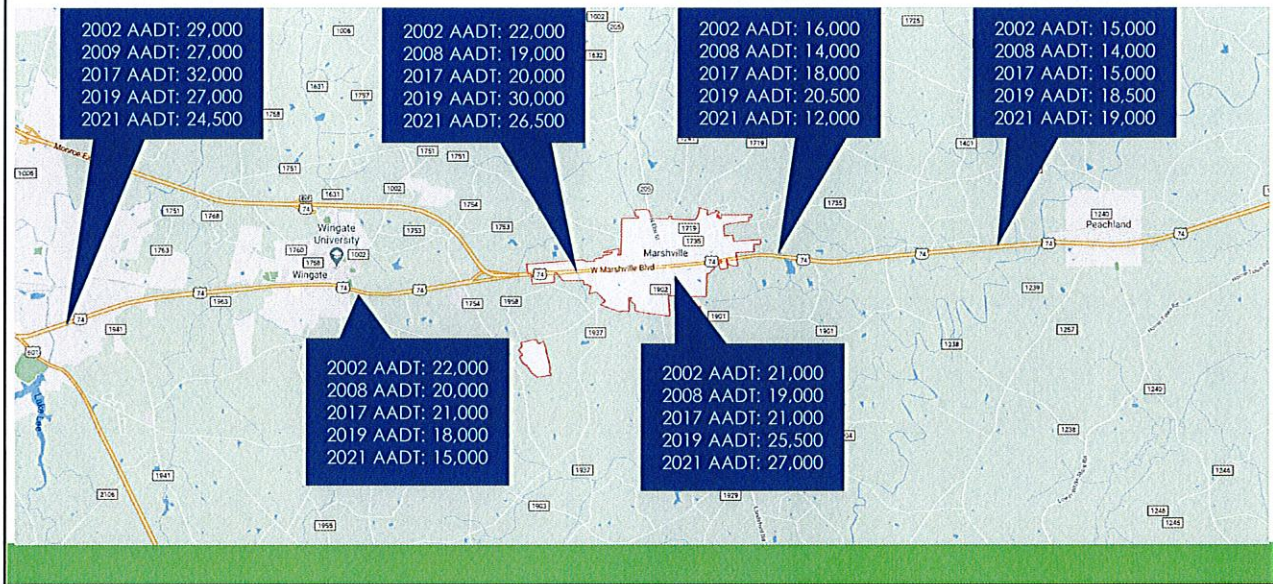
7

Consistency with Other Planning Efforts

- 2018 US 74 Corridor Study confirmed Marshville support for the bypass
- 2020 NCDOT study of corridor established freeway as preferred design standard
- Union County 2050 plan process identified interstate status as a necessary factor for corporate site selection

8

Monroe Expressway Impacted US 74 Volumes



9

Progress Since 2021 Union County and Marshville Resolutions

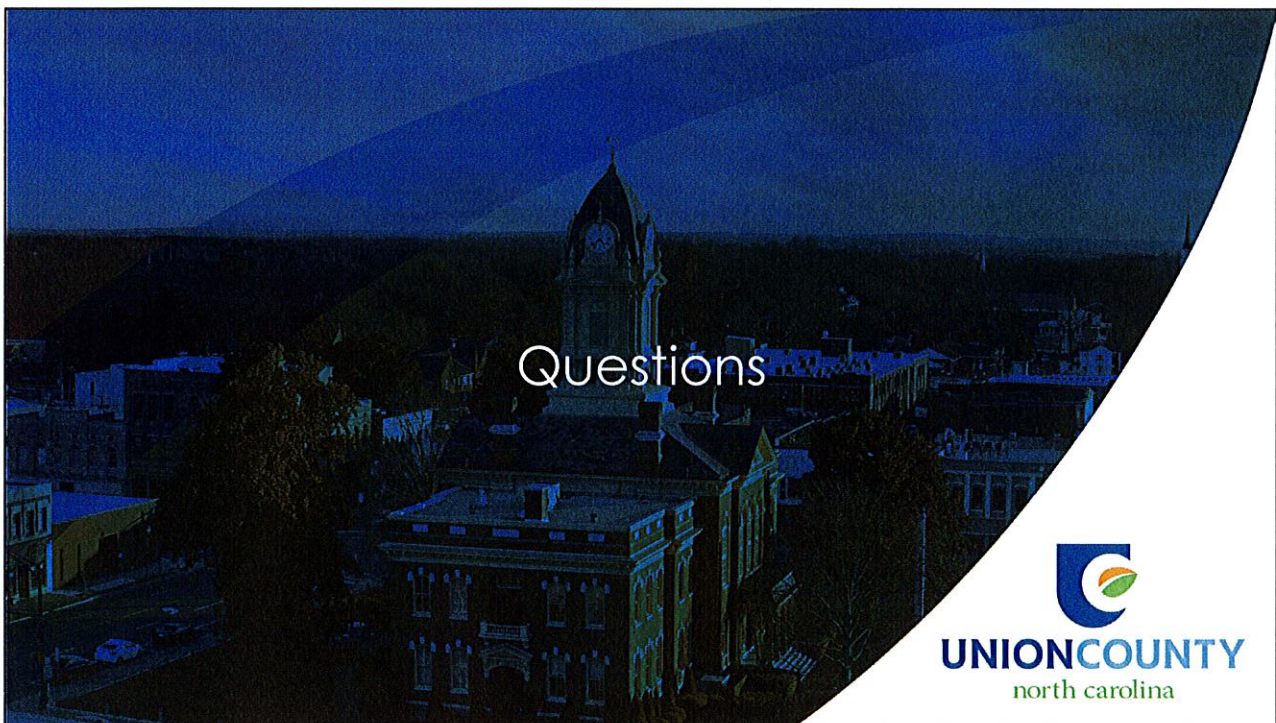
1. CRTPO produced outputs of future volumes
2. NCDOT assessed project through screening tool
 - A. First time the tool was used
 - B. Did not provide useful results
3. More detailed study being explored by CRTPO and NCDOT
 - A. Likely will not be ready in time for 2055 MTP
 - B. Alternative is that Bypass may be submitted for MTP consideration with toll revenue assumptions from Monroe Expressway

10

Upcoming Opportunities to Advance Marshville Bypass

- Participate in CRTPO/NCDOT Study
- Submit project for consideration in 2055 Metropolitan Transportation Plan
- Protect corridor as development occurs

11



12