



Memorial Stadium Authority – Special Meeting Agenda
November 5, 2025
Virtual

1. Meeting Called to Order

Roll Call: ___ Leach ___ Rodio ___ Allam ___ Magee ___ Epps ___ Coleman ___ Weiseman ___

2. Certification of Meeting Minutes – Charles Epps

3. Stadium Authority Board

- a. Introduction of New Board Member Lee Rodio/Review of current Board Officers
- b. Review the Stadium Authority Board By-laws
- c. Review Code of Ethics for Appointed and Elected Officials
- d. Conflict of Interest Review

4. Durham Next Feasibility Study

5. Durham County and General Services Updates – Chrystal Thomas

- a. Personnel Update
- b. FY26 Budget Update and FY27 Budget Prep

6. CIAA Football Championship Updates – Chrystal Thomas and Shawn Swiatocha

7. Vendor Appeal Update – Sontina Greene

8. Proposed Stadium Authority Meetings

9. Adjournment



**Memorial Stadium Authority
Agenda Action Form
November 5, 2025**

ITEM: Certify Minutes of Special Board Meeting-September 2025

BACKGROUND:

RESOURCE PERSON(S): Charles Epps

REQUEST FOR BOARD ACTION: Certify Minutes

STADIUM MANAGER'S RECOMMENDATION: N/A

<u>Name</u>	<u>Motion</u>	<u>Yes</u>	<u>No</u>
<u>Allam</u>			
<u>Weiseman</u>			
<u>Coleman</u>			
<u>Epps</u>			
<u>Leach</u>			
<u>Rodio</u>			
<u>Magee</u>			

ACTION: APPROVED DENIED

ADDITIONAL NOTES/CONDITIONS:



Memorial Stadium Authority – Special Meeting Minutes
September 19, 2025
In-Person

Durham County Memorial Stadium Authority Minutes

Date: Friday, September 19, 2025

Time: 11:00am-1:00pm

Location: In-person

In Attendance: E’Vonne Coleman, Vice Chair; Jonathan Leach, Secretary; Derrick Magee; Commissioner Allam, Robert Weisman

Absent: Charles Epps, Chair, Commissioner Nida Allam

Also in attendance: Curtis Massey, Deputy County Attorney, Hyrum Hemmingway, County Attorney; Motiryo Keambiroiro, Director of General Services; Shawn Swiatocha, Assistant Director of General Services (Acting Stadium Manager), Sontina Greene, Senior Administrative Officer; Jacob Howell, Lonnie Forte

Vice-Chair E’Vonne Coleman called the meeting to order at 11:03 AM.

Approval of Minutes

The minutes from the August 2025 meeting, upon motion of Derrick Magee and Second by Robert Weisman to approve, the minutes were unanimously approved by the Authority.

Vice-Chair Coleman recognized the newest board member **Lee Rodio**.

CIAA Football Championship Contract and Updates

Director Keambiroiro and **County Attorney Curtis Massey** opened the meeting by speaking in length regarding the contract between Durham County Memorial Stadium and Durham Sports Authority. It was determined that the original contract significantly deviated from the Durham County contract template and that certain provisions were agreed upon before the County Attorney’s office could be reviewed.

During the discussion **Mr. Magee** brought up the subject of the VIP tents setup and “tarping it off” on the track to ensure that no damage is made and to make sure that it is in writing that the liability of the damage would be on them.

Mr. Weisman also agreed to **Mr. Magee’s** sentiments and stated to put it back on the vendor to talk to the track manufacturer regarding the tarp specifications and maybe push them towards the flat area of the track.

Vice-Chair Coleman stated that we could be open to setting up the VIP tent outside of the Stadium Manager’s office and that it is beneficial that we take in consideration managing our assets.

The Stadium Authority also made a motion to appoint Shawn Swiatocha as the Interim Stadium Manager. The motion to approve was made by **Derrick Magee** and second by **Robert Weisman**.

Motion to approve the updated contract and subsequent revisions was made by **Jonathan Leach** and second by **Derrick Magee**.

During the discussion on the contracts and Stadium Authority responsibilities it was brought up that we should create an Alcohol Policy for the stadium as well as several other policies that we should consider.

Stadium Rates Update:

Director Keambiroiro spoke about the changes in the janitorial rates that would take effect on October 1, 2025. The new rates/cost(s) are significantly higher than in previous years.

She also spoke about staff performing a cost analysis from over the past two years regarding the rental rates. A detailed report regarding rates comparison to similar venues will be provided once the new Stadium Manager comes aboard.

Vendor Appeal:

A discussion was held regarding a vendor who utilized the Stadium for an event on August 15, 2025. A participant in the event caused significant damage (over \$5K) to the gates of the N.C. DOT office. As a result of the damage the relationship between N.C. DOT and Durham County was severely jeopardized and we cannot use their parking lot for overflow. Durham County General Services sent a formal letter addressing these damages to the vendor and asked that the Stadium Authority make a recommendation regarding the vendor usage of the stadium property again.

It was suggested that we get additional information from the vendor and that we establish a timeline for her to appeal against the ban.

Roles and Responsibilities of the Stadium Authority Board Members:

Vice-Chair Coleman suggested that at the Stadium Authority's retreat they have on the agenda to discuss items that the board should have for the future. Some of the topics discussed were

- Creating a handbook for the Board
- Providing Annual/Quarterly reports to the Durham County Commissioners
- Having input into the salary of the Stadium Manager and subsequent staff.
- Creating an ILA between the Stadium Authority and Durham County.
- Clarification of the roles and responsibilities of the board.

Adjournment

Motion was made to adjourn the by Vice Chair Coleman second by Derrick Magee unanimously approved at 12:57 PM.



**Memorial Stadium Authority
Agenda Action Form
November 5, 2025**

ITEM: Stadium Authority Board Management

BACKGROUND: There have been changes to Stadium Personnel and Authority Board Personnel and this agenda item is to discuss the various items related to the management of the board.

RESOURCE PERSON(S): Chrystal Thomas

REQUEST FOR BOARD ACTION: This is for the awareness of the Authority

STADIUM MANAGER'S RECOMMENDATION: N/A

Name	Motion	Yes	No
<u>Allam</u>			
<u>Weiseman</u>			
<u>Coleman</u>			
<u>Epps</u>			
<u>Leach</u>			
<u>Rodio</u>			
<u>Magee</u>			

ACTION: [] APPROVED [] DENIED

ADDITIONAL NOTES/CONDITIONS:

Durham County Memorial Stadium Authority Board- Lee Rodio has been appointed to the Stadium Authority. The authority would also review the current by-laws and code of ethics.

BY-LAWS FOR THE DURHAM COUNTY MEMORIAL STADIUM AUTHORITY

ARTICLE 1: MEMBERS

SECTION 1: In accordance with Chapter 734 of Session Laws, House Bill 977, May 17, 1957 and Session Law 2012-112, House Bill 1123, June 28, 2012 of the General Statutes of the State of North Carolina, the Board of Commissioner of Durham County has appointed a Memorial Stadium Authority aka Durham County Memorial Stadium Authority.

SECTION 2: The Board of Commissioners of Durham County has appointed an Authority composed of seven (7) members who each serve staggered four-year terms. An Authority member may not serve more than three consecutive terms. One (1) position on the Authority shall be held by a member of the Board of Durham County Commissioners. A member appointed to the Authority shall be allowed to serve two (2) consecutive four-year terms. Thereafter he or she shall not be eligible to serve again until one (1) year after the expiration of his or her previous term. Provided, a person who is appointed to the fill the unexpired term of a member shall be eligible to serve two consecutive four year terms after serving the remainder of the unexpired term. Furthermore, if after a member has served two consecutive four year terms there are extenuating circumstances which would necessitate this member serving an additional two four year terms, this would be permitted. An appointment to fill an unexpired term of one year or more shall be considered one full term and said appointee can be appointed for only two additional terms.

SECTION 3: The Director of General Services, the Stadium Manger and a representative of the County Attorney's office shall be non-voting ex-officio members of the Authority.

SECTION 4: An Authority member who has been absent from three consecutive meetings shall be subject to removal according to the rules of Board of County Commissioners, unless the Chair has granted an excused absence for good cause raised by a member.

ARTICLE II: MEETINGS

SECTION 1: The Durham County Memorial Stadium Authority will hold its regular meeting on a quarterly schedule according to a calendar set at the annual meeting of the Authority.

SECTION 2: The annual meeting shall be held at the first regular meeting of each fiscal year.

SECTION 3: Special meeting may be called by the Chair, or upon request of four members of the Authority, or upon request of the Director of General Services, for the transaction of business stated in the request.

SECTION 4: Notices of all meetings including an agenda and appropriate documentation shall be made by the Stadium Manager, with input from the Director of General Services, and given

to members five (5) business days in advance of the meeting. Only an emergency item can be added to an already presented agenda, after a favorable majority vote of the members.

SECTION 5: A quorum for the transaction of business shall consist of a majority of the members.

ARTICLE III: OFFICERS

SECTION 1: The officers of the Authority shall be a Chair, a Vice Chair and a Secretary.

SECTION 2: The officers shall be elected at the annual meeting of the Authority and each officer shall serve for one year and may be re-elected by majority vote of the Authority.

SECTION 3: The Chair shall preside at all meetings and shall have the usual powers of a presiding officer. The Chair shall notify the Board of County Commissioners of any vacancies on the Authority. The Chair or any member of the Authority shall report any issues or concerns about the Stadium dealing with operation, management, maintenance, use or otherwise to the attention of the Director of General Services.

The Vice Chair shall act as Chair in the absences or disability of the Chair.

The Secretary shall keep accurate minutes of the Authority's meetings and timely distribute the same to all Authority members.

ARTICLE IV: DUTIES OF THE AUTHORITY

SECTION 1: Not inconsistent with legislation governing the Authority the Authority shall have power to hire a Stadium Manager whose salary shall be approved by the Board of County Commissioners. The Authority shall also appoint such other personnel as it deems advisable and not inconsistent with employee personnel policies and procedures of Durham County.

The Authority shall have full and complete control of the Stadium properties and facilities; make such reasonable rules and regulations as it deems necessary for the proper operation and maintenance of the Stadium property and shall establish and collect rents, fees and charges for the use of said Stadium and facilities which said charges may include charges for concessions and for parking automobiles. The Authority may delegate the duties of operations, management and maintenance to the Director of General Services and the Stadium Manager.

ARTICLE V: DIRECTOR OF GENERAL SERVICES

SECTION 1: The Director of General Services and her/his Staff shall assist the Authority in operating, managing and maintaining the Stadium. The Director of General Services may recommend approval of any contract, lease, or other legal document related to the operation, management and maintenance of the Stadium to the Authority. Budgets and expenditures shall require Board of County Commissioners' approval.

The Director of General Services or her/his designee shall attend all Authority meetings.

ARTICLE VI: ORDER OF BUSINESS

Robert's Rules of Order as newly revised shall govern the proceedings of the Authority.

The Chair or in his/her absence the Vice Chair shall preside over the Authority's meetings.

The order of business at the regular meeting shall be as follows:

- Roll Call of Members
- Reading and Approval of Minutes of Pervious Meeting
- Approval and Acceptance of the Agenda
- Old Business
- Report of Committees
- Stadium Manager's Report
- Director of General Services' Report
- New Business
- Election of Officers When Necessary
- Adjournment

Meeting decorum and behavior shall be respectful at all times during a meeting.

ARTICLE VII: AMENDMENTS

These by-laws may be amended at any regular or special meeting of the Authority with a quorum present, by the majority vote of the members present, provided a copy of the proposed amendments shall have been sent to each member at least two weeks before the meeting at which they are to be considered for adoption.

These by-laws or any amendments hereto shall have no effect until approved by the Board of County Commissioners.

Read and adopted by the Durham County Memorial Stadium Authority, this ____ day of _____, 20____.

CHAIR OF THE DURHAM COUNTY MEMORIAL STADIUM AUTHORITY

Ratified by the Durham Board of County Commissioners this ____ day of _____, 20____.

CHAIR OF DURHAM BOARD OF COUNTY COMMISSIONERS

**CODE OF ETHICS FOR APPOINTED AND ELECTED OFFICIALS
OF DURHAM COUNTY**

Section 1. Declaration of Policy

- (a) The Proper Operation of democratic government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made publicly; that public offices not be used for personal gain; and that the public maintain confidence in the integrity of its government.
- (b) In recognition of these goals, a code of ethics for Durham County officials is hereby adopted. The purpose of this policy statement is to set forth guidelines for ethical standards of conduct for all such officials by setting forth acts or actions that are incompatible with the best interests of Durham County.

Section 2. Definitions

As used in this article, the following terms shall have the meaning indicated:

Business Entity means any business, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust or corporations which is organized for financial gain or profit.

County Official means the County Commissioners, County Manager, County Attorney, Deputy County Managers, Assistant County Managers, officials appointed by the County Commissioners to other county boards and commissions, department heads, and any employees involved in purchasing or acquiring goods and services for the county.

Immediate Family means the County Official, his/her spouse, and minor children (including stepchildren and foster children).

Interest means direct or indirect pecuniary or material benefit, as a result of an official act, a contract, or transaction with Durham County, accruing to:

- (i) A County Official;
- (ii) Any person in his/her Immediate Family;
- (iii) Any business entity in which the County Official, member of his/her Immediate Family, or is about to be, an officer or director;
- (iv) Any business entity in which an excess of ten (10) percent of the stock, or legal or beneficial ownership of, is controlled or owned directly or indirectly by the County Official, or his/her Immediate Family member.

For the purposes of the above paragraphs, 2, 3, and 4, a County Official is presumed to have knowledge of the financial affairs of his/her Immediate Family members. For the purpose of this policy, the County Official only has an Interest in the affairs of other Immediate Family members if the County Official has knowledge of or should have known of the Interest of the family member.

Official Act or Action means any legislative, administrative, appointive, or discretionary act of any County Official.

Confidential Information means any information or knowledge which has not been made public through the regular affairs of government. Information that has become public knowledge, whether or not through the regular affairs of government, is not considered confidential information.

Section 3. Standards of Conduct

The stability and proper operation of democratic representative government depends upon the continuing consent of the governed, upon the public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people. Government decisions and policy must be made and implemented through proper channels and processes of the governmental structure. The purpose of this section is to establish additional guidelines for ethical standards of conduct for county commissioners. It should not be considered a substitute for the law or a county commissioner's best judgment.

County commissioners must be able to act in a manner to maintain their integrity and independence, yet must be responsible to the interests and needs of those they represent. County commissioners serve in an important advocacy capacity in meeting the needs of their citizens and should recognize the legitimacy of this role as well as the intrinsic importance of this function to the proper functioning of representative government. At the same time, county commissioners must, at times, act in an adjudicatory or administrative capacity and must, when doing so, act in a fair and impartial manner. County commissioners must know how to distinguish these roles and when each role is appropriate, and they must act accordingly. County commissioners must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each county commissioner must find within his or her own conscience the touchstone on which to determine appropriate conduct.

- (a) A County Commissioner Shall Obey the Law. County commissioners shall support the Constitution of the United States, the Constitution of North Carolina and the laws enacted by the Congress of the United States and the General Assembly pursuant thereto.
- (b) A County Commissioner Shall Uphold the Integrity and Independence of His or Her Office. County commissioners shall demonstrate the highest standards of personal integrity, truthfulness honesty and fortitude in all their public activities in order to inspire public confidence and trust in county government. County commissioners shall participate in establishing, maintaining, and enforcing, and shall themselves observe, high standards of conduct so that the integrity and independence of their office may be preserved. The provisions of this Code should be construed and applied to further these objectives.

(c) A County Commissioner Shall Avoid Impropriety and the Appearance of Impropriety in All His or Her Activities.

- (i) It is essential that county government attract those citizens best qualified and willing to serve. County commissioners have legitimate interests - economic, professional and vocational - of a private nature. County commissioners shall not be denied, and shall not deny to other county commissioners or citizens, the opportunity to acquire, retain and pursue private interests, economic or otherwise, except when conflicts with their responsibility to the public cannot be avoided. County commissioners must exercise their best judgment to determine when this is the case.
- (ii) County commissioners shall respect and comply with the law and shall conduct themselves at all times in a manner that promotes public confidence in the integrity of the office of county commissioner and of county government.
- (iii) County commissioners shall not allow family, social, or other relationships to unduly influence their conduct or judgment and shall not lend the prestige of the office of county commissioner to advance the private interests of others; nor shall they convey or permit others to convey the impression that they are in a special position to influence them.

(d) A County Commissioner Shall Perform the Duties of the Office Diligently. County Commissioners shall, while performing the duties of the office as prescribed by law, give precedence to these duties over other activities. In the performance of these duties, the following standards shall apply:

(i) Legislative Responsibilities.

- (1) County commissioners shall actively pursue policy goals they believe to be in the best interests of their constituents within the parameters of orderly decision-making, rules of the Board of County Commissioners and open government.
- (2) County commissioners shall respect the legitimacy of the goals and interests of other county commissioners and shall respect the rights of others to pursue goals and policies different from their own.

(ii) Adjudicative Responsibilities.

- (1) County commissioners shall be faithful to the general and local laws pertaining to the office and strive for professional competence in them. They shall be unswayed by partisan interests, public clamor, or fear of criticism.
- (2) County commissioners shall demand and contribute to the maintenance of order and decorum in proceedings before the board of county commissioners.
- (3) County commissioners shall be honest, patient, dignified and courteous to those with whom they deal in their official capacity, and shall require similar conduct of their staff and others subject to their direction and control.

- (4) County commissioners shall accord to every person who is legally interested in a proceeding before the commission full right to be heard according to law.
- (5) County commissioners shall dispose promptly of the business of the county for which they are responsible.

(iii) Administrative Responsibilities.

- (1) County commissioners shall clearly distinguish legislative, adjudicatory and administrative responsibilities and shall refrain from inappropriate interference in the impartial administration of county affairs by county employees. Commissioners shall diligently discharge those administrative responsibilities that are appropriate, shall maintain professional competence in the administration of these duties and shall facilitate the diligent discharge of the administrative responsibilities of fellow commissioners and other county officials.
 - (2) County commissioners shall conserve the resources of the county in their charge. They shall employ county equipment, property, funds and personnel only in legally permissible pursuits and in a manner that exemplifies excellent stewardship.
 - (3) County commissioners shall require county employees subject to their direction and control to observe the standards of fidelity and diligence that apply to commissioners as well as those appropriate for employees.
 - (4) County commissioners shall take or initiate appropriate disciplinary measures against an employee appointed by the Board for improper conduct of which the commissioners may become aware. (Revised 12/13/10)
 - (5) County commissioners shall not employ or recommend the appointment of unnecessary employees and shall exercise the power of employment only on the basis of merit, avoid favoritism and refrain from illegal discrimination and nepotism. They shall not approve compensation of employees beyond the fair value of services rendered.
- (e) A County Commissioner Shall Conduct the Affairs of the Board in an Open and Public Manner. County commissioners must be aware of the letter and intent of the State's Open Meetings Law, and conduct the affairs of the Board of County Commissioners consistent with the letter and spirit of that law and consistent with the need to inspire and maintain public confidence in the integrity and fairness of county government and the office of county commissioner. Consistent with this goal of preserving public trust, county commissioners shall be aware of the need for discretion in deliberations when the fact of discretion would pose a threat to the resources of the county, to the reputation of current or potential county employees, to orderly and responsible decision making, to the integrity of other governmental processes or to other legitimate interests of the county.
- (f) A County Commissioner Shall Regulate His or Her Extra-Governmental Activities to Minimize the Risk of Conflict With His or Her Official Duties.

- (i) County commissioners shall inform themselves concerning campaign finance, conflict of interest and other appropriate state and federal laws and shall scrupulously comply with the provisions of such laws.
 - (ii) County commissioners shall refrain from financial and business dealings that tend to reflect adversely on the Board or on county government or to interfere with the proper performance of official duties.
 - (iii) County commissioners shall manage their personal financial interests to minimize the number of cases in which they must ask to be excused from voting on matters coming before the Board.
 - (iv) Information acquired by county commissioners in their official capacity shall not be used or disclosed in financial dealings or for any other purpose not related to official duties.
- (g) A County Commissioner Shall Refrain from Political Activity Inappropriate to His or Her Office.
- (i) County commissioners have a civic responsibility to support good government by every available means, to continue to inform and educate the citizenry about the affairs and processes of county government, and to make themselves available to citizens of the county so that they may ascertain and respond to the needs of the community. In doing so, county commissioners may and should join or affiliate with civic organizations whether partisan or non-partisan, may and should attend political meetings, may and should advocate and support the principles or policies of civic or political organizations consistent with the Constitution and laws of the United States and North Carolina.
 - (ii) Candidates for the office of county commissioner, including incumbents:
 - (1) Shall inform themselves concerning the laws of this state with regard to campaigns and relevant disclosure requirements and shall scrupulously comply with the provisions of such laws;
 - (2) Shall maintain the dignity appropriate to the office, and should encourage members of their families to adhere to the same standards of political conduct that apply to commissioners;
 - (3) Shall not make pledges or promises of conduct in office that they will not or cannot perform or would be illegal if it were performed;
 - (4) Shall not misrepresent their identity, qualifications, present position, or other fact; and
 - (5) Shall avoid pledges or promises of conduct in office other than the faithful and impartial performance of the duties of the office.

Section 4. Additional Standards of Conduct

All County Officials as defined in this article shall be subject to and abide by the following standards of conduct.

- (a) Interest in contract or agreement. No County Official shall participate in selection or award of a contract if the contract involves the County Official's own financial interest or the Official is prohibited from voting pursuant to G.S. § 14-234.
- (b) Use of official position. No County Official shall use his/her official position or the county's facilities for his/her private gain, or for the benefit of any individual, which benefit would not be available to any other member of the public in the same or similar circumstance. No County Official shall appear before or represent any private person, group or Interest before any department, committee, or board of the county except in matters of purely civil or public concern. The provisions of this paragraph are not intended to prohibit a County Official from speaking before neighborhood groups and other nonprofit organizations.
- (c) Disclosure of information. No County Official shall use or disclose confidential information gained in the course of or by reason of his/her official position with the county for purposes of advancing:
 - (i) His/her financial or personal interest;
 - (ii) The Interest of a business entity of which the County Official, an Immediate Family member, has an Interest;
 - (iii) The financial or personal interest of a member of his/her Immediate Family; or
 - (iv) The financial or personal interest of any citizen beyond that which is available to every other citizen.
- (d) Incompatible service. No County Official shall engage in, or accept private employment or render service for private interest, when such employment or service for private interest, when such employment or service is incompatible with the proper discharge of his/her official duties with the county or would tend to impair his/her independent judgment or action in the performance of his/her official duties with the county, unless otherwise permitted by law and unless disclosure is made as provided in this policy.
- (e) Gifts. No County Official shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, the value of which exceeds \$50.00, under circumstances in which a reasonable person would believe that the gift was intended to influence him/her in the performance of his/her official duties, or was intended as a reward for any official action on his/her part. Legitimate political contributions to County Officials shall not be considered as gifts under the provisions of this paragraph. North Carolina General Statute § 133-32 provides additional guidance concerning gifts and favors.

Exempted from the prohibition are reasonable honorariums for participating in meetings, advertising items or souvenirs of nominal value or meals furnished at banquets. Also exempted are customary gifts or favors between County Officials or officers and their friends or relatives. County Officials must report in writing to the Clerk to the Board of County Commissioners all honorariums and gifts and favors from friends and relatives if made by a covered contractor, subcontractor, or supplier.

It shall not be a violation of this policy for any Public Official to solicit donations, contributions or support for any charitable activity which does not result in direct pecuniary benefit to the Public Official, a member of his Immediate Family, or Business Entity with which he is associated.

- (i) County Attorney to Advise. In any case where the value of a gift is in question, or when the circumstances make it unclear as to whether a thing constitutes a “gift” within the meaning of this provision, any individual may consult with the County Attorney for an opinion.
- (f) Special Treatment. No County Official shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
- (g) Fiscal Responsibility. A County commissioner shall remain current on his/her Durham City/County real and personal property taxes. (Revised 12/13/10)

Section 5. Investigations of Allegations of Conflicts of Interests

- (a) In cases where there is allegation that there has been a violation of this policy by one or more of the County Commissioners, the County Commissioners shall decide the matter in an open meeting of the Board of Commissioners.
- (b) The County Manager shall have the responsibility for investigating any apparent violation of this policy as it applies to any other County Official covered by this ethics policy and to report the findings of the investigation to the Board of County Commissioners.
- (c) The County Attorney shall have the responsibility for investigating any apparent violation of this policy as it applies to the County Manager and to report the findings of the investigation the Board of County Commissioners.
- (d) Any person who believes that a violation of this article has occurred may file a complaint in writing with the County Attorney when a member of the County Commission or the County Manager is the subject of the complaint, or with the County Manager when any other County Official is the subject of the complaint, who may thereafter proceed as provided by paragraphs a, b, and c of this section.

Section 6. Scheduling of Hearing Before the County Commissioners; Rights of Accused at Hearings; Sanctions.

- (a) If the Board of County Commissioners after the receipt of findings of an investigation determines that a violation of this article has occurred, they shall take, or direct the appropriate individuals to take whatever lawful disciplinary action he/she deems appropriate, including but not limited to, reprimand, suspension, demotion, or termination of service.

- (b) If the Board of County Commissioners, after receipt of an investigation from the County Attorney and/or the County Manager, has cause to believe a violation may have occurred, they shall schedule a hearing on this matter. The official who is charged with the violation shall have the right to be represented by counsel, to present evidence, including the testimony of witnesses, and to cross-examine witnesses, including the complainant or complainants, at the hearing. If, after such hearing and review of all the evidence, the Board of County Commissioners, by majority vote of the members of the Commission, finds that a violation has occurred, they shall take, or direct the appropriate individuals to take whatever lawful disciplinary action they deem appropriate.
- (c) The Board of Commissioners by majority vote of the remaining members finds that a violation by a county commissioner has occurred; they may adopt a resolution of censure which shall be placed as a matter of record in the official minutes of the Board meeting.
- (d) The hearing to be held as provided for herein shall be conducted by the Board of County Commissioners in Closed Session for individual County Officials. The hearing to be held as provided for herein shall be conducted by the Board of County Commissioners in open session for officials appointed by the County Commissioners to other boards and commissions. Any determination resulting from said hearing shall be determined in open session of the Board. The Clerk to the Board shall be authorized to swear witnesses before the presentation of their testimony.

Section 7. General Disclosure

- (a) All County Officials, as herein defined including those appointed to the Board of Adjustment, the Board of Equalization and Review, Farmland Protection Advisory Board, Durham Historic Preservation Commission, Durham Open Space & Trails Commission, Durham Planning Commission, and the Board of Health, but not including those citizens appointed to other county boards and commissions, shall file with the Clerk to the Board on the first day of February of each year, a statement containing the following information:
 - (i) The identity by name and address, of any business entity of which the County Official or member of his Immediate Family (as defined in Section 2 of this Chapter), is an owner, official or director. Additionally, the County Official and spouse shall give the name of their employer or, if self-employed, state the nature of their work.
 - (ii) The identity, by location and address, of all real property located in Durham County owned by the County Official or member of his Immediate Family, including an option to purchase or lease.
- (b) The statements required by this section shall be filed on a form prescribed by the County Commissioners and shall be public records available for inspection and copying by any person during normal business hours. The County Manager is authorized to establish and charge reasonable fees for the copying of these statements.

Section 8. Disclosure of Interest in Legislative or Quasi-Judicial Actions.

Any official of Durham County as herein defined who has an interest in any business before the Board of County Commissioners shall publicly disclose on the record of the Board the nature and extent of such interest, and shall withdraw from any discussion, deliberation or decision regarding said matter. It shall be a violation of this policy for a County Official who has an Interest in some business before the County Commission to advocate, whether publicly or privately, that Interest to other County Officials.

To maintain the integrity of those actions of the County Commissioners, the Board of Adjustment, the Board of Equalization and Review, and the Board of Health when they sit as quasi-judicial bodies, circumstances even presenting the appearance of a conflict or possible conflict of interest shall be sufficient to require the County Official to withdraw from the discussion, deliberation or decision of the Board, and the member shall be excused from sitting with the Board during the discussion, deliberation or decision.

Section 9. Advisory Opinions

When any County Official has a doubt as to the applicability of any provision of this policy to a particular situation involving that County Official, or as to the definition of terms used in this article, he/she may apply to the County Attorney for an advisory opinion. The County Official shall have the opportunity to present the County Official's interpretation of the facts at issue and of the applicability of provisions of this policy before such advisory opinion is made.

Upon motion properly made and seconded, revised and adopted by the Board at its meeting on December 13, 2010.

Chair, Board of County Commissioners

ATTESTED:

Clerk to the Board

CODE OF ETHICS FOR DURHAM BOARD OF COUNTY COMMISSIONERS

I, a member of the Durham County Board of Commissioners, acknowledge that I have received and reviewed a copy of the Code of Ethics for the Board of Commissioners in accordance with N.C. General Statute §160A-83.

Signature

Date

Printed Name



**Memorial Stadium Authority
Agenda Action Form
November 5, 2025**

ITEM: Durham Next Feasibility Study

BACKGROUND: Durham Next is a community partnership that was created as an investment in Durham’s Future. Durham Next has laid out their initiatives in the 2024 Destination Master Plan and has created an opportunity to do a feasibility study on the Durham Memorial Stadium. Durham Next is a 501c3 organization that is operated and managed by Discover Durham.

RESOURCE PERSON(S): Evonne Coleman/Chrystal Thomas

REQUEST FOR BOARD ACTION: We are seeking the Board’s discussion of modification to the scope of work, and approval to proceed with the feasibility study.

STADIUM MANAGER’S RECOMMENDATION: N/A

Name	Motion	Yes	No
<u>Allam</u>			
<u>Weiseman</u>			
<u>Coleman</u>			
<u>Epps</u>			
<u>Leach</u>			
<u>Rodio</u>			
<u>Magee</u>			

ACTION: [] APPROVED [] DENIED

ADDITIONAL NOTES/CONDITIONS:

Scope of Work

Durham County Memorial Stadium

INTRODUCTION

Durham Next is seeking qualified consultants to conduct a comprehensive feasibility study for the Durham County Memorial Stadium. The study will assess options for upgrading, expanding, or redeveloping the facility to enhance its role as a premier venue for sports, community events, and tourism. Findings will include market analysis, facility design concepts, and financial and economic impact projections to guide future investment and implementation strategies.

Service Requirements

- 1. Facility Assessment**
 - Review and document existing site and facility conditions, including seating, accessibility, parking, amenities, and code compliance.
 - Identify critical infrastructure, capital repair needs, and potential opportunities for reuse or redevelopment.
- 2. Market and Demand Analysis**
 - Assess current and projected demand for sports, entertainment, and community events within the region.
 - Analyze comparable facilities and benchmark market trends.
 - Identify primary user groups and potential anchor tenants or partners.
- 3. Concept Development**
 - Develop 2–3 conceptual alternatives (e.g., renovation, partial redevelopment, full replacement).
 - Provide high-level schematic layouts and capacity assumptions for each option.
- 4. Financial and Economic Analysis**
 - Prepare cost estimates, operating pro formas, and revenue projections for each scenario.
 - Conduct economic impact modeling (visitor spending, job creation, tax revenue).
- 5. Stakeholder and Community Engagement**
 - Utilize Durham Next's Community Advisory Council as the vehicle for community engagement. As needed, conduct additional interviews with key stakeholders (County, City, Shaw University, community organizations, event promoters, residents).

- Summarize feedback and integrate findings into the final recommendations.

6. **Final Deliverables**

- Executive summary and presentation materials for public and stakeholder review.
- Comprehensive written report including methodology, findings, and recommendations.



**Memorial Stadium Authority
Agenda Action Form
November 5, 2025**

ITEM: Durham County – General Services Department Management Update

BACKGROUND: The Stadium Manager position at Durham County Memorial Stadium reports directly to the Stadium Authority. The Deputy Director and/or Assistant Director of General Services will continue to update the Stadium Authority on all matters related to stadium operations, including but not limited to budget planning, policies, projects, and protocols, until November 10, 2025, hiring date of Jamal White.

Durham County General Services staff and members of the Memorial Stadium Authority interviewed seven (7) candidates for the Stadium Manager’s position on September 24th and 25th.

RESOURCE PERSON(S): Chrystal Thomas and Shawn Swiatocha

REQUEST FOR BOARD ACTION: Request approval for hiring Jamal White effective November 10, 2025.

STADIUM MANAGER’S RECOMMENDATION: N/A

Name	Motion	Yes	No
<u>Allam</u>			
<u>Weiseman</u>			
<u>Coleman</u>			
<u>Epps</u>			
<u>Leach</u>			
<u>Rodio</u>			
<u>Magee</u>			

ACTION: [] APPROVED [] DENIED

ADDITIONAL NOTES/CONDITIONS:



**Memorial Stadium Authority
Agenda Action Form
November 5, 2025**

ITEM: CIAA Football Championship Contract and Updates

BACKGROUND: The Durham Sports Commission, in collaboration with the Central Intercollegiate Athletic Association (CIAA), will host the 2025 CIAA Football Championship at Durham County Memorial Stadium on November 15, 2025.

RESOURCE PERSON(S): Chrystal Thomas and Shawn Swiatocha

REQUEST FOR BOARD ACTION: This is for awareness of the Authority.

STADIUM MANAGER’S RECOMMENDATION: N/A

Name	Motion	Yes	No
<u>Allam</u>			
<u>Weiseman</u>			
<u>Coleman</u>			
<u>Epps</u>			
<u>Leach</u>			
<u>Rodio</u>			
<u>Magee</u>			

ACTION: [] APPROVED [] DENIED

ADDITIONAL NOTES/CONDITIONS:

**NORTH CAROLINA
DURHAM COUNTY**

**DURHAM COUNTY MEMORIAL STADIUM
RENTAL AGREEMENT**

This Contract made on this **24th** day of **September 2025** by and between the **DURHAM COUNTY MEMORIAL STADIUM AUTHORITY**, hereinafter referred to as "Stadium Authority, and the **Durham Sports Commission, a non-profit organized under the laws of North Carolina** hereinafter referred to as "Licensee."

Whenever used in this Rental Agreement, the term "Stadium" shall mean the **ASSET – Durham County Memorial Stadium, Practice Field and Parking Lot** located at 750 Stadium Drive, Durham, North Carolina.

In consideration of the covenants and agreement herein expressed and subject to all the terms, conditions, and limitations herein contained, the Stadium Authority and Licensee agree as follows

1.Event and Time. The Stadium Authority does hereby agree to allow Licensee to rent the Stadium, as defined above, for the purpose of conducting the Event described below and in Attachments 1 and 2 attached hereto and made a part hereof (hereinafter "Event")

2025 CIAA Football Championship

November 14, 2025 Setup date	12:01 AM – 11:59 PM
November 15, 2025 Event	12:00AM – 11:59 PM

2. Payment to Stadium Authority.

A. Rental Compensation Licensee shall pay the Stadium Authority, at the address provided in section 8, below, a flat fee of **\$8504.90** as the Base Rental Fee. A non-refundable deposit of 25% of the total Base Rental Fee, plus the Security Deposit specified in 2.C below is required to reserve the Event dates on the Stadium schedule and must be submitted with this signed agreement; in this instance that deposit is **\$3,189.32**

Initial

The remaining 75% of the Base Rental Fee based on the number hours of use specified in Attachment 1, shall be paid to the Stadium Authority at least five (5) business days prior to the Event.

B. Additional Rental Fee. Should the actual Event last longer than the time detailed in Attachment 1, Licensee shall pay an Additional Rental Fee in the amount of **\$525** per hour or any part thereof, that the Event continues past the time stated in Attachment 1. All Additional Rental Fees to the Stadium Authority shall be delivered at least five (5) business days after the Event, without demand.

Initial

C. Damage Security Deposit: Licensee shall provide a security deposit in the amount of dollars **\$850.49** upon the execution of this Agreement. This deposit shall be considered security for Licensee's faithful performance of its obligations hereunder. If Licensee defaults with respect to any provisions of this Agreement, the Stadium Authority may use, apply or retain all or any portion of said deposit to compensate the Stadium Authority for any loss or damage to the Stadium which the Stadium Authority may suffer by Licensee's use.

Initial

Within two (2) weeks after Licensee's Event, the Stadium Manager shall furnish Licensee with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by the Stadium Authority, the balance of said deposit, if any, shall be delivered to Licensee.

D. All payments made pursuant to this agreement shall be paid to the Stadium Authority by cash, certified check or money order, and delivered to the address set forth in section 8, herein, without demand.

3. Rights and Obligations. Licensee agrees to fulfill the conditions and obligations set forth below as such pertains to the Event:

A. Indemnification. Licensee, its officers, employees, agents and shareholders shall indemnify and save harmless the Stadium Authority and the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, damages, and expenses arising out of Licensee's use and occupancy of the

Stadium under the provisions of this Agreement. Licensee acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of the Licensee’s agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified, or unknown individuals. Licensee also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft from, the Stadium resulting from, connected to, or contemporaneous with, the Licensee’s use of the Stadium. This indemnification shall survive the termination of this agreement.

Licensee acknowledges that should it fail to honor any demand made upon it to satisfy the above obligations within thirty (30) days of such demand being made that the Stadium Authority, Durham County, or its subrogee, may pursue the enforcement of same through judicial action and Licensee shall be responsible for the costs of such collection, including a reasonable attorney’s fee.

B. Insurance. Unless exempted from this provision by the Stadium Manager in writing, during the term of this Agreement, Licensee shall obtain and maintain the following minimum insurance coverage under a Commercial General Liability (CGL) policy:

DS 	\$1,000,000.00 - Bodily Injury Liability, and
	\$1,000,000.00 - Property Damage Liability, or
Initial	\$2,000,000.00 - Combined Single Limit Bodily Injury and Property Damage

\$1,000,000.00 – Automobile Liability (covering owned, hired, and non-owned vehicles) Combined Single Limit Bodily Injury and Property Damage

\$1,000,000.00 – Drone/Aircraft/Unmanned Aircraft Liability per occurrence

Such policy or policies shall contain a provision that the coverage may not be canceled or reduced except upon not less than thirty (30) days prior written notice by the insurance company to the Stadium Authority. All of the policies required of the Licensee shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Stadium Authority or County of Durham. Neither the Stadium Authority nor the County of Durham shall be listed as an additional insured on any insurance policy or certificate of insurance. In the event the Licensee’s insurance policy or certificate of insurance conflicts with the aforesaid language concerning “additional insured”, this Agreement shall govern. A certificate of insurance and copy of such policy or policies, issued by an insurance company licensed to do business in the state of North Carolina shall be provided contemporaneous with the submission of this Agreement to the Stadium Authority for approval and execution.

The Certificate Holder address should read:

**Durham County
Attn: Risk Management
200 E Main Street, 4th Floor
Durham, NC 27701**

Notwithstanding the foregoing, nothing contained in this subsection 3B shall be deemed to constitute a waiver of the sovereign immunity of the County, which immunity is hereby reserved to the County. By requiring insurance herein, the Stadium Authority does not represent that coverage and limits will necessarily be adequate to protect Licensee, and such coverage and limits shall not be deemed as a limitation on Licensee’s liability under the indemnities granted

All insurance policies shall be reviewed and approved by the County’s Risk Manager.

C. Inspection/Damages. Licensee shall have the right to inspect the Stadium both prior to any Events and after said Events to observe the condition of the Stadium. The Stadium shall be returned to its same condition upon the completion of the Event at Licensee’s expense. All Events must have appropriate adult supervision. The

Licensee will assume full responsibility for payment of damages to facilities and/or Stadium Authority owned equipment that occurs during the Event.

D. Security and Emergency Medical Services.

Security- Licensee is responsible for any and all security during its Event. Security for the Event shall be provided by off-duty, sworn law enforcement personnel of the Durham County Sheriff's Office, at the Licensee's sole cost. Such contracts shall be governed by General Order 8.06, and shall provide for the presence of adequate security for the duration of the Event. Primary points of contact for obtaining the services of these personnel shall be the Patrol Captain and the Operations Captain of the Durham County Sheriff's Office. Licensee shall consult with the Sheriff's Office prior to the Event to determine the appropriate number of personnel needed to provide adequate security for each Event and coordinate Event security. . At least 3 business days prior to each Event, Licensee shall provide to the Stadium Manager satisfactory evidence that Licensee has contracted for security. Notwithstanding the foregoing, Licensee shall be at all times responsible for the security of the premises and attendees during the Event.

The entrances and exits of the Stadium shall be locked and unlocked at such times as may be required for Licensee's use. The keys to the premises shall at all times be in the possession and control of the Stadium Manager. The Stadium Manager and other duly authorized representatives of the Stadium Authority shall have the right to enter the Stadium, and all parts thereof, at all times, at no charge.

Emergency Medical Services-Licensee is responsible for contracting with an authorized entity to provide appropriate emergency medical services during the Event.

- E. Traffic Control/Parking. Licensee shall be responsible for the parking of all automobiles at the Event. Licensee will provide the Stadium Authority with the rate schedules for parking, tail gating and entrance into the Durham Memorial Stadium they will be collecting and the layout of these areas at least 30 days in advance of the Event. Licensee shall also be responsible for coordinating traffic control and shall obtain the assistance of the Chief of Police of the City of Durham and/or the Sheriff of Durham County in the moving and handling of traffic before, during and after said Events.
- F. Tickets. Licensee shall be responsible for tickets, ticket sellers, ticket takers, and gate attendants.
- G. Other Expenses. Stadium Authority shall not be liable to Licensee for any expenses paid or incurred by Licensee unless otherwise agreed in writing.
- H. Modifications to Stadium. Licensee shall not make any temporary or permanent modifications to the Stadium without the prior written permission of the Stadium Manager (subject to subsection K, below). Should Licensee be permitted to make any modifications to the Stadium or parking area, including repairs, they will be done at the Licensee's sole expense and obligation. Licensee shall also be responsible for returning the Stadium to its original state within 48 hours after the Event should any temporary modifications have been approved by the Stadium Manager.
- I. Rules and Regulations. Licensee shall ensure that it, its agents, employees, licensees and invitees comply with all rules and regulations posted at the Stadium and/or set forth in this Agreement or otherwise provided to Licensee by the Stadium Manager. It is expressly understood that spectators of the Events are to use only the seats provided in the Stadium and that said spectators will not be permitted on the playing field.
- J. Offensive Conduct. Licensee agrees to conduct business in an orderly manner and to permit no offensive or unreasonably boisterous conduct or practices on the part of its agents, employees, or independent contractors while at the Stadium.
- K. No Markings on Field. Licensee acknowledges that the Stadium is equipped with a synthetic field surface which requires special care and limited uses. Any markings temporary, permanent or otherwise are prohibited on the synthetic surface turf by Licensee. Any such marking shall be deemed a breach of this contract and Licensee shall be liable for the removal and or replacement of the synthetic surface upon demand by the County.

4. **Concessions.** The Stadium Authority reserves the right to provide exclusive sales of food and beverage at the Stadium. Licensee shall not sell, or knowingly allow to be sold food or beverage in or upon the Stadium grounds, including the parking lot, at any time during the Event. Such sales may be deemed a breach of contract subject to section 7. No alcoholic beverages, or “nonalcoholic” beer shall be sold during the Event.
5. **Compliance with Laws.** Licensee represents that it is in compliance with all Federal, State, and local laws, regulations policies, ordinances or orders, as amended or supplemented. The implementation of this contract will be carried out in strict compliance with all Federal, State, or local laws.
6. **Delay and/or Cancellation of Event.**
 - A. **By the Stadium Manager for convenience.** The Stadium Manager reserves the right to delay and/or cancel any Event at the Stadium in the case of some unforeseen event resulting in the unavailability of the Stadium that day, including but not limited to health or safety concerns and inclement weather, or if there is a conflicting priority event as outlined in the Stadium Authority’s Cancellation Policy. The Stadium Authority will not exercise its right to cancel an agreement in an unreasonable manner and will provide as much notice to Licensee as possible. The Stadium Manager shall provide the Licensee written notice of such delay or cancellation and may provide the Licensee with alternative dates for the Event, if available, upon request of the Licensee. Cancellation of an Event at the Stadium under this paragraph shall result in the immediate termination of this Agreement. Base Rental Fees, not including the non-refundable deposit, made to the Stadium Authority for the Event shall be promptly reimbursed to the Licensee.
 - B. **By the Licensee.** In the event the Licensee cancels their Event less than 30 days prior to the Event date, the Licensee shall forfeit its non-refundable deposit. If Licensee cancels the Event 5 days or less prior to the Event, Licensee forfeits its entire Base Rental amount paid pursuant to section 2A.
 - C. Cancellation of an Event under this section 6, shall not form the basis of any claim for loss of anticipated profits by either party.
7. **Default.** The failure of Licensee to fulfill any condition of this contract or to permit unlawful activities to take place at the Stadium shall constitute a default and render this contract null and void except for the right of the Stadium Authority to collect from Licensee any and all payments due under this contract and any other damages incurred by the County or the Stadium Authority due to the default or otherwise.
8. **Notices.** All notices and payment which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

DURHAM COUNTY MEMORIAL STADIUM AUTHORITY C/O Stadium Manager 310 South Dillard Street Durham, North Carolina 27701	LICENSEE Durham Sports Commission ATTN: Tony Hall 212 West Main Street Durham, NC 27701
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9. **Governing Law.** Unless otherwise specified, this Agreement shall be governed by the laws of the State of North Carolina. All litigation arising out of this agreement shall be commenced in the appropriate division of the General Court of Justice in Durham, North Carolina.
10. **Non-Discrimination.** Licensee shall not discriminate against any agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified or unknown individuals because of age, sex, race, creed, national origin, or disability. Licensee shall take action to ensure that all agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified, or unknown individuals are treated fairly and legally at the Event with regard to their age, sex, race, creed, national origin, or disability. In the event Licensee is deemed to be in violation of this section 10, this Contract may be canceled, terminated or suspended in whole or in part by the Stadium Authority, and

Licensee may be declared ineligible for future rental agreements.

11. **Successors and Assigns.** Licensee shall not assign its interest in this contract. Licensee has no authority to enter into contracts on behalf of Stadium Authority.
12. **Existence.** If Licensee is a corporation or LLC, such company is duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this agreement.
13. **Corporate Authority.** By execution hereof, the person signing for Licensee below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Licensee.
14. **E-verify.** As a condition of rental under this agreement, **LICENSEE** or his assignee, shall comply with the requirements of Article 2 of Chapter 64 of the **North Carolina** General Statutes. **LICENSEE** shall verify, by affidavit, compliance of the terms of this section upon request by the **STADIUM AUTHORITY**.
15. **IRAN DIVESTMENT ACT CERTIFICATION.** (Applicable only to contracts/agreements valued at \$1,000.00 or more). The Parties by signing/executing this contract certifies that as of the date of this contract they are not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and they are in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. The Parties shall not utilize in the performance of this contract any subcontractor that is identified on the Final Divestment List.

IN TESTIMONY WHEREOF, the Stadium Authority has caused these presents to be signed in its name by its Stadium Manager, and Licensee, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above. By execution hereof, the person signing for Licensee below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this contract on behalf of the Licensee.

DURHAM COUNTY MEMORIAL STADIUM AUTHORITY

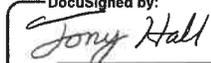
Signed by:

71C87C8A7781460...

Name: Chrystal Thomas

Title: Deputy Director, General Services

LICENSEE

DocuSigned by:

06FA274AA29743B1
Authorized Representative

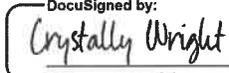
Tony Hall

Print Name

Chief Financial Officer

* Title / Position

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

DocuSigned by:

64D5F27463AF4D4
Crystally Wright, Durham County Chief Financial Officer

Attachment I, "Schedule of Fees" and Attachment 2 "Additional Terms" to Follow



ATTACHMENT I
Durham County Memorial Stadium Invoice

TO: DURHAM SPORTS COMMISSION
ATTN: Kaila'Shea Menendez 21 West Main Street
Durham, NC 27701

FROM:

SUBJECT: CIAA Football Championship Weekend
DATE: 10/21/25

In accordance with the terms in our rental agreement, I am invoicing you for the use of the Durham County Memorial Stadium for the following date(s): November 14 -15, 2025)

QUANTITY	DESCRIPTION	RATE	TOTAL
1 Event Day	Stadium Rental (C2-Full)	\$3,150/Day	\$3150.00
1 Setup Date	Stadium Rental (C2-FS)	25% Day Rate	\$787.50
80 Hours	16 – Additional Crowd Control Manager	\$25/hour	\$2000.00
20HOURS	4- janitors game day	\$25/hour	\$500.00
Post Event	Stadium home side \$902.98 Visitor \$664.52	\$1,567.40	\$1567.40
1 Day	Merchandise Vendor Fee	\$500	\$500.00
		<i>EVENT RENTAL FEE</i>	<i>\$8504.90</i>
		<i>DAMAGE DEPOSIT (REFUNDABLE)</i>	<i>\$850.49</i>
		TOTAL EVENT BALANCE	9355.39

EVENT DEPOSIT INFORMATION

EVENT DATE(S) ARE NOT CONFIRMED UNTIL THE SIGNED EVENT LICENSE AGREEMENT AND EVENT DEPOSITS ARE RECEIVED BY DURHAM COUNTY MEMORIAL STADIUM MANAGEMENT. THE SECURITY DEPOSIT IS 25% OF THE EVENT RENTAL FEE AND IS APPLIED TO THE PAYMENT OF THE TOTAL EVENT RENTAL FEE BALANCE. IT IS NON-REFUNDABLE. THE REMAINING EVENT RENTAL FEE BALANCE IS DUE A MINIMUM OF FIVE (5) BUSINESS DAYS PRIOR TO YOUR EVENT.

THE 10% DAMAGE DEPOSIT IS IN ADDITION TO THE EVENT RENTAL FEE. IT IS REFUNDABLE AND WILL BE RETURNED PER THE TERMS OUTLINED IN THE EVENT LICENSE AGREEMENT.

	DAMAGE DEPOSIT (REFUNDABLE – 10% OF EVENT RENTAL FEE)	\$850.49
	SECURITY DEPOSIT – EVENT IS WITHIN 5 DAYS AND IS DUE IN FULL	\$2338.83
	<i>MINIMUM PAYMENT DUE TODAY (IF EVENT IS MORE THAN 5 DAYS PRIOR TO EVENT)</i>	<i>\$3189.32</i>

The following payment amount due now is \$3189.32 to confirm your event date(s). Your remaining balance is due no later than 5 business days prior to your rental date.

Payable to:
 Durham County - Department of General Services
 ATTN: Stadium Manager
 310 S. Dillard Street
 Durham, NC 27701

Separate Event Security Fee: Sheriff's Office Contact – Lt. Harris (M) 919-730-5145

Attachment 2 Additional Terms

1.1 Definitions

- 1.1.1 Conference shall mean the November 15, 2025 CIAA Football Championship**
- 1.1.2 Licensee Durham Sport Commission is operated by Discover Durham**

1.2 Licensee Responsibilities

- 1.2.1 Licensee has pre-inspected the as is conditions of the Durham County Memorial Stadium and accepted the present conditions. Of note are the playing field, game clocks, scoreboard, video display system, sound system, and public address system. For these listed items, the Stadium Authority will make any necessary and reasonable repairs identified prior to the Event, parts and service personnel being available. The obligation to make repairs under this Agreement is limited solely to those repairs that are reasonably necessary to ensure that the Stadium is safe and functional for the event as scheduled. The Stadium Authority shall have sole discretion to determine whether any requested repair is necessary to meet this standard. The Stadium Authority shall have no obligation to make aesthetic, nonessential, or discretionary improvements or repairs that are not reasonably necessary for event operations.**

In the event that, due to timing constraints, any required repair necessitates expedited service, Durham County Memorial Stadium shall be responsible for the first Five Thousand Dollars (\$5,000) of any such expedited service fee. Should the total expedited service fee exceed Five Thousand Dollars (\$5,000), the Lessee shall have the option, at its sole discretion, to either (a) fund the amount of the expedited service fee in excess of \$5,000, or (b) accept the premises in its then-current condition without the expedited repair being performed.

- 1.2.2 Licensee will perform the Game Announcer, Jumbotron control score board, parking function, and CIAA security function at their expense and coordination.**

- 1.2.3 Licensee will provide the Stadium Authority a proposed site plan of all tents, towers, (including how they will be anchored) merchandise locations and additional support materials for the Licensee's effective implementation of their event at least 30 days in advance of the Event for review and approval by the Stadium Manager. Licensee is responsible for obtaining all necessary inspections and approvals, which may include that of the Fire Marshal and providing copies of same to the Stadium Manager. No tents or other structures may be placed on the playing field or track surface without the express written approval of the Stadium Manager.**
- 1.2.4 Licensee shall have the right to permit and install, at its expense, commercial signage, identification or exposure of any type anywhere within the Stadium or on the property of the Stadium during including without limitation on the field area (including the team benches and endzones), media workspace areas, Conference work and hospitality areas, entrances to the Stadium and concourses of the Stadium, all subject to the approval of the Stadium Manager, which shall not be unreasonably withheld. Licensee shall have the right, at its expense, to cover all advertising displays and signage within the bowl of the Stadium (i.e., any place that can be seen from the field level), including on the scoreboard, and in the concourses and entrances of the Stadium; provided, that the foregoing ability to cover corporate signage in the Stadium may be reasonably limited by the Stadium solely to the extent any applicable existing contracts for such signage expressly prohibit the Stadium from covering such signage. Licensee shall be responsible, at its sole expense to remove any installed signage, uncover any obscured signage, and otherwise restore the Stadium to its prior condition. It is expressly understood and agreed that the names of the Stadium, the Press Box, and the Playing Field will not be covered. All work shall be performed by properly licensed and bonded personnel. Licensee is responsible for obtaining all necessary permits and inspections and shall provide copies of same to the Stadium Manager.**
- 1.2.5 Licensee, shall have the right to permit and install, at its sole expense electrical power and high-speed wireless, or hard-wired, internet, and power outlets in broadcast locations and media work**

areas, for the operation and transmission of television and radio broadcasts and for the operation of teletransmitters, computer terminals and satellite trucks utilized by the working media. All work shall be performed by properly licensed and bonded personnel and shall remain as permanent fixtures. Licensee is responsible for obtaining all permits and inspections and shall provide copies of same to the Stadium Manager.

- 1.2.6 Drones- Licensee is strictly required to obtain explicit approval from the Federal Aviation Administration (FAA) and fully comply with all applicable State and Federal laws and regulations prior to any drone use. Licensee must procure and maintain a minimum of \$1,000,000 Drone/Aircraft Liability insurance per occurrence. Proof of full compliance, including all necessary permits and documentation, must be submitted to the Stadium manager no less than thirty (30) days before the event. Failure to meet these mandatory requirements will result in immediate prohibition of drone operations.
- 1.2.7 Licensee will provide the Stadium Authority samples of credentials or badges and authorization documentation that will be required for staff, media and guests at least 30 days in advance of the Event.
- 1.2.8 Licensee may use the mezzanine area outside of the Stadium Manager's office.
- 1.2.9 Licensee may restrict the use of the elevator with the exception of persons accessing the handicapped seating area and Durham County staff.
- 1.2.10 Licensee shall not have or permit alcohol to be possessed, sold, or consumed on the Durham County Memorial Stadium property.

1.3 Stadium Authority Responsibilities

- 1.3.1 Stadium Authority will provide the use of the stadium, practice field, parking lot, press box, mezzanine, 2 team locker rooms, and one referee locker room.
- 1.3.2 Stadium Authority will provide concessions for the CIAA championship game.
- 1.3.3 Stadium Authority will provide an alternate gate access from the general public for use by the teams, bands, and cheerleaders of the participating institutions. The Stadium Authority cannot provide separate gates for use by each institution.

**NORTH CAROLINA
DURHAM COUNTY**

**DURHAM COUNTY MEMORIAL STADIUM
RENTAL AGREEMENT**

This Contract made on this ____th day of October, **2025** by and between the **DURHAM COUNTY MEMORIAL STADIUM AUTHORITY**, hereinafter referred to as "Stadium Authority", and Cellco Partnership, d/b/a Verizon Wireless, with a principal address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) hereinafter referred to as "Licensee."

In consideration of the covenants and agreement herein expressed and subject to all the terms, conditions, and limitations herein contained, the Stadium Authority and Licensee agree as follows:

1. Event and Time. The Stadium Authority hereby grants unto Licensee a license to use a 50' by 50' parcel (the "Licensed Area") located on the Practice Field at 750 Stadium Drive, Durham, North Carolina 27704 (the "Property"), which is more particularly described on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Licensed Area a communications facility ("Facility"). The Stadium Authority also grants unto Licensee the non-exclusive right-of-way for ingress and egress, 7 days a week, 24 hours a day, on foot or motor vehicle, including trucks. Said right-of-way, Licensed Area, and Property are generally described on Exhibit A attached hereto and made a part hereof. Further, Licensee shall have the right to install and maintain a cable on top of the ground or no deeper than 6" in the ground from the corner of Wisteria/N Duke along the tree and fence line until perpendicular to the 50' by 50' predesignated location then laid on ground to the Facility within the Property as necessary to supply utility service and power to the Facility.

The Facility is to be used in support of the 2025 CIAA Football Championship being held on November 15, 2025 (the "Event"). To allow adequate time for the setup and removal of the Facility, the duration of this License shall be from November 1-30, 2025, (the "license term"), or until the Facility is removed from the Property, whichever occurs first.

2. Payment to Stadium Authority.

Initial A. **Rental Compensation** Licensee shall not be required to pay the customary rental fee for the Property during the license term. If the Facility is not removed by the end of the license term, Licensee shall pay the customary rental fee of \$50/hr for each hour the Facility remains on the Property after the license term ends. All Additional Rental Fees to the Stadium Authority shall be delivered at least five (5) business days after the Event, without demand

Initial B. **Damage Security Deposit:** Licensee shall provide a security deposit in the amount of dollars \$0.00 upon the execution of this Agreement. This deposit shall be considered security for Licensee's faithful performance of its obligations hereunder. If Licensee defaults with respect to any provisions of this Agreement, the Stadium Authority may use, apply or retain all or any portion of said deposit to compensate the Stadium Authority for any loss or damage to the Stadium which the Stadium Authority may suffer by Licensee's use. Licensee agrees to immediately repair any damage to the areas of use and access, to its prior condition, at its sole cost.

Within two (2) weeks after the Event, the Stadium Manager shall furnish Licensee with an itemized written statement of the basis for, and the amount of, any of the security deposit retained by the Stadium Authority, the balance of said deposit, if any, shall be delivered to Licensee.

C. **All payments made pursuant to this agreement shall be paid to the Stadium Authority by cash, certified check or money order, and delivered to the address set forth in section 6, herein, without demand.**

3. Rights and Obligations. Licensee agrees to fulfill the conditions and obligations set forth below as such pertains to the Event:

A. Indemnification. Licensee, its officers, employees, agents and shareholders shall indemnify and save harmless the Stadium Authority and the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, damages, and expenses arising out of Licensee’s use and occupancy of the Property under the provisions of this Agreement. Licensee acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of the Licensee’s agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified, or unknown individuals. Licensee also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft from, the Stadium and Property resulting from, connected to, or contemporaneous with, the Licensee’s use of the Property. This indemnification shall survive the termination of this agreement.

Licensee acknowledges that should it fail to honor any demand made upon it to satisfy the above obligations within thirty (30) days of such demand being made that the Stadium Authority, Durham County, or its subrogee, may pursue the enforcement of same through judicial action and Licensee shall be responsible for the costs of such collection, including a reasonable attorney’s fee.

B. Insurance. Licensee shall obtain and maintain the following minimum insurance coverage under a Commercial General Liability (CGL) policy:

_____ \$5,000,000.00 - Bodily Injury Liability, and
\$5,000,000.00 - Property Damage Liability, or
Initial \$5,000,000.00 - Combined Single Limit Bodily Injury and Property Damage

\$1,000,000.00 – Automobile Liability (covering owned, hired, and non-owned vehicles) Combined Single Limit Bodily Injury and Property Damage

Such policy or policies shall contain a provision that the coverage may not be canceled or reduced except upon not less than thirty (30) days prior written notice by the insurance company to the Stadium Authority. All of the policies required of the Licensee shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Stadium Authority or County of Durham. Neither the Stadium Authority nor the County of Durham shall be listed as an additional insured on any insurance policy or certificate of insurance. In the event the Licensee’s insurance policy or certificate of insurance conflicts with the aforesaid language concerning “additional insured”, this Agreement shall govern. A certificate of insurance and copy of such policy or policies, issued by an insurance company licensed to do business in the state of North Carolina shall be provided contemporaneous with the submission of this Agreement to the Stadium Authority for approval and execution.

The Certificate Holder address should read:

**Durham County
Attn: Risk Management
200 E Main Street, 4th Floor
Durham, NC 27701**

Notwithstanding the foregoing, nothing contained in this subsection 3B shall be deemed to constitute a waiver of the governmental immunity of the County or the Stadium Authority, which immunity is hereby reserved to them. By requiring insurance herein, the Stadium Authority does not represent that coverage and limits will necessarily be adequate to protect Licensee, and such coverage and limits shall not be deemed as a limitation on Licensee’s liability under the indemnities granted.

All insurance policies shall be reviewed and approved by the County’s Risk Manager.

C. Damage to Premises. Licensee shall take all reasonable precautions not to disturb or damage the Practice Field where the Facility is to be located. Following removal of the Facility, Licensee shall restore all disturbed areas

caused by the delivery, installation, or removal of the Facility at Licensee's expense and to the Stadium Manager's approval, which shall not be reasonably withheld.

4. Delay and/or Cancellation of Event.

A. **By the Stadium Manager for convenience.** The Stadium Manager reserves the right to delay and/or cancel any Event at the Stadium in the case of some unforeseen event resulting in the unavailability of the Stadium that day, including but not limited to health or safety concerns and inclement weather, or if there is a conflicting priority event as outlined in the Stadium Authority's Cancellation Policy. The Stadium Authority will not exercise its right to cancel an agreement in an unreasonable manner and will provide as much notice to Licensee as possible. The Stadium Manager shall provide the Licensee written notice of such delay or cancellation and may provide the Licensee with alternative dates for the Event, if available, upon request of the Licensee.

B. Cancellation of an Event under this section, shall not form the basis of any claim for loss of anticipated profits by either party.

5. **Default.** The failure of Licensee to fulfill any condition of this contract or to permit unlawful activities to take place at the Stadium shall constitute a default and render this contract null and void except for the right of the Stadium Authority to collect from Licensee any and all payments due under this contract and any other damages incurred by the County or the Stadium Authority due to the default or otherwise.

6. **Notices.** All notices and payment which may be required by this contract or any rule of law shall be effective when received by certified mail, return receipt requested sent to the following addresses:

DURHAM COUNTY MEMORIAL STADIUM AUTHORITY C/O Stadium Manager 310 South Dillard Street Durham, North Carolina 27701	LICENSEE Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate With a copy to: Basking Ridge Mail Hub Attn: Legal Intake One Verizon Way Basking Ridge, New Jersey 07920
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7. **Governing Law.** Unless otherwise specified, this Agreement shall be governed by the laws of the State of North Carolina. All litigation arising out of this agreement shall be commenced in the appropriate division of the General Court of Justice in Durham, North Carolina.

8. **Non-Discrimination.** Licensee shall not discriminate against any agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified or unknown individuals because of age, sex, race, creed, national origin, or disability. Licensee shall take action to ensure that all agents, employees, subcontractors, vendors, invited guests, attendees, the public at large, trespassers, or other unspecified, or unknown individuals are treated fairly and legally at the Event with regard to their age, sex, race, creed, national origin, or disability. In the event Licensee is deemed to be in violation of this section 8, this Contract may be canceled, terminated or suspended in whole or in part by the Stadium Authority, and Licensee may be declared ineligible for future rental agreements.

9. **Successors and Assigns.** Licensee shall not assign its interest in this contract without the written approval of the Stadium Manager. Licensee has no authority to enter into contracts on behalf of Stadium Authority.

- 10. **Existence.** If Licensee is a corporation or LLC, such company is duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this agreement.
- 11. **Corporate Authority.** By execution hereof, the person signing for Licensee below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the Licensee. The person signing for the Stadium Authority certifies that they are duly authorized to execute this contract and that the Stadium Authority has the right and authority to enter into this Agreement.
- 12. **E-verify.** As a condition of rental under this agreement, Licensee or his assignee, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Licensee shall verify, by affidavit, compliance of the terms of this section upon request by the Stadium Authority.
- 13. **IRAN DIVESTMENT ACT CERTIFICATION.** (Applicable only to contracts/agreements valued at \$1,000.00 or more). The Parties, by signing/executing this contract, certify that as of the date of this contract they are not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.58 and they are in compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59. The Parties shall not utilize in the performance of this contract any subcontractor that is identified on the Final Divestment List.

IN TESTIMONY WHEREOF, the Stadium Authority has caused these presents to be signed in its name by its Stadium Manager, and Licensee, acting under and by virtue of the authority in them vested, has hereunto set their hand and seal, the day and year first written above. By execution hereof, the person signing for Licensee below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this contract on behalf of the Licensee.

DURHAM COUNTY MEMORIAL STADIUM AUTHORITY

By DocuSigned by:
Shawn Swiatocha
 Name: DA74035EA12D40E...
 Title: _____

LICENSEE: Cellco Partnership d/b/a Verizon Wireless

Signed by:
Daniel Brown Oct 24, 2025
04F04CA6536B403...
 Authorized Representative
 Daniel Brown

 Print Name
 Associate Director - Real Estate

 Title / Position

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

DocuSigned by:
Crystally Wright
84DFF27468AF4D4...
 Crystally Wright, Durham County Chief Financial Officer

PROPERTY OWNER APPROVAL _____

DATE _____

TOWER OWNER APPROVAL _____

DATE _____

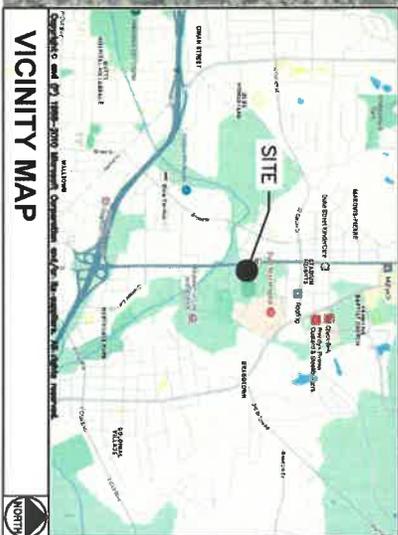


PROPOSED 50' X 50' LESSEE
LEASE AREA
(2,500± SQ. FT.)
(SEE SHEET 3)

TOWER CENTER LOCATION:
LAT: 36° 02' 06.82" N
LONG: 78° 54' 16.23" W

GROUND ELEVATION:
372.691'

STADIUM DR
PARCEL ID: 0823829096



VICINITY MAP

JOB No.:	013509561
DATE:	06/04/25
REV.:	1
DRAWN:	RCG
CHECKED:	MTP

Kimley-Horn

11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
PHONE: 770-915-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendants:
Megan Potuzak

PROPOSED TEMPORARY MEOW
GIAA FOOTBALL_DUR_COW_2025
750 STADIUM DR
DURHAM, NC 27704
DURHAM COUNTY

OVERALL PARCEL PLAN
SHEET 1 OF 4
SCALE: 1" = 400'
NOT FOR CONSTRUCTION

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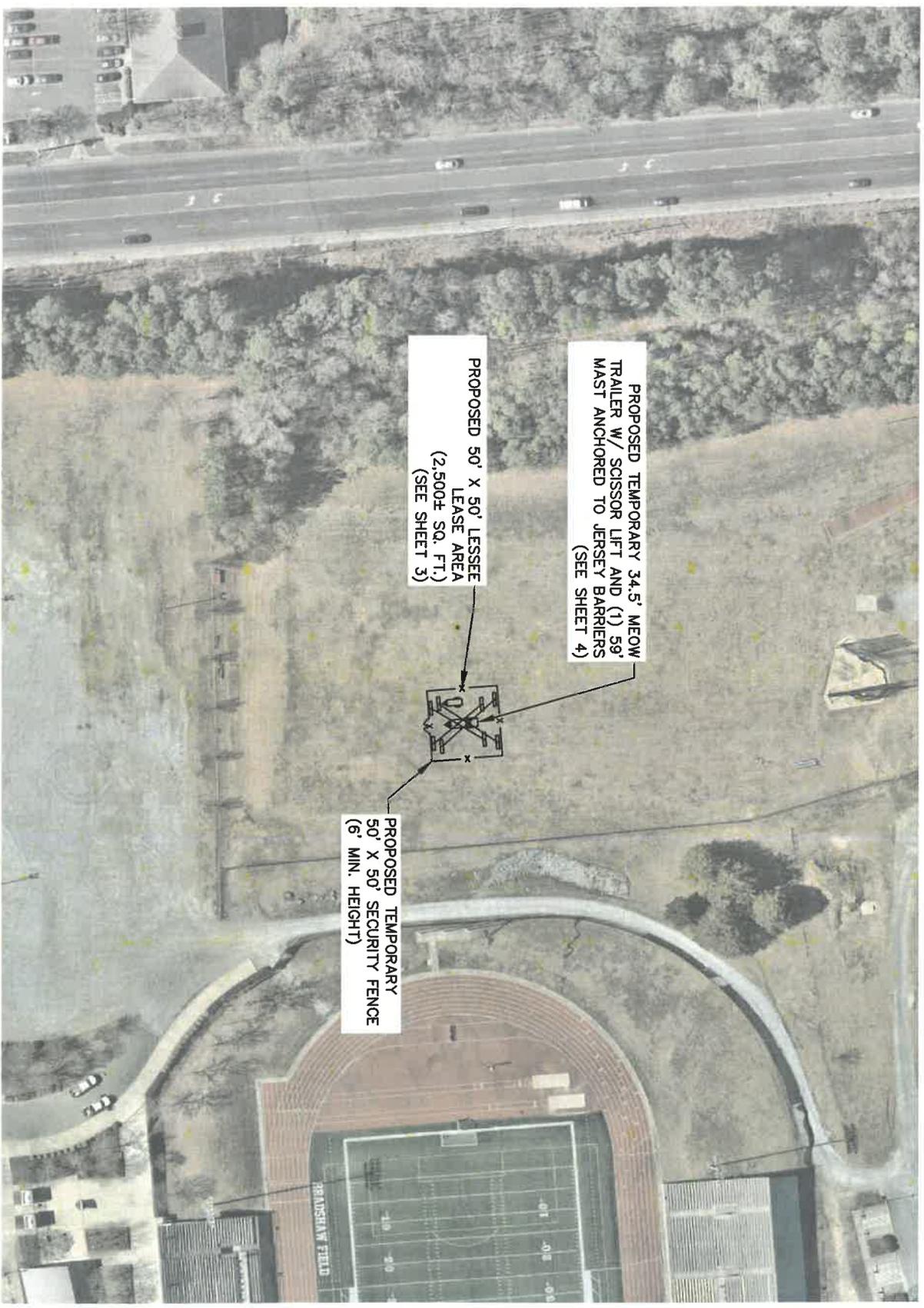
EXHIBIT A

PROPERTY OWNER APPROVAL _____

DATE _____

TOWER OWNER APPROVAL _____

DATE _____



JOB No.:	013509561
DATE:	06/04/25
REV.:	1
DRAWN:	RCG
CHECKED:	MTP

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
 PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendance
 Megan Potuzak

PROPOSED TEMPORARY MEOW
GIAA FOOTBALL_DUR_COW_2025
 750 STADIUM DR
 DURHAM, NC 27704
 DURHAM COUNTY

OVERALL SITE PLAN
SHEET 2 OF 4
 SCALE: 1" = 100'
 NOT FOR CONSTRUCTION

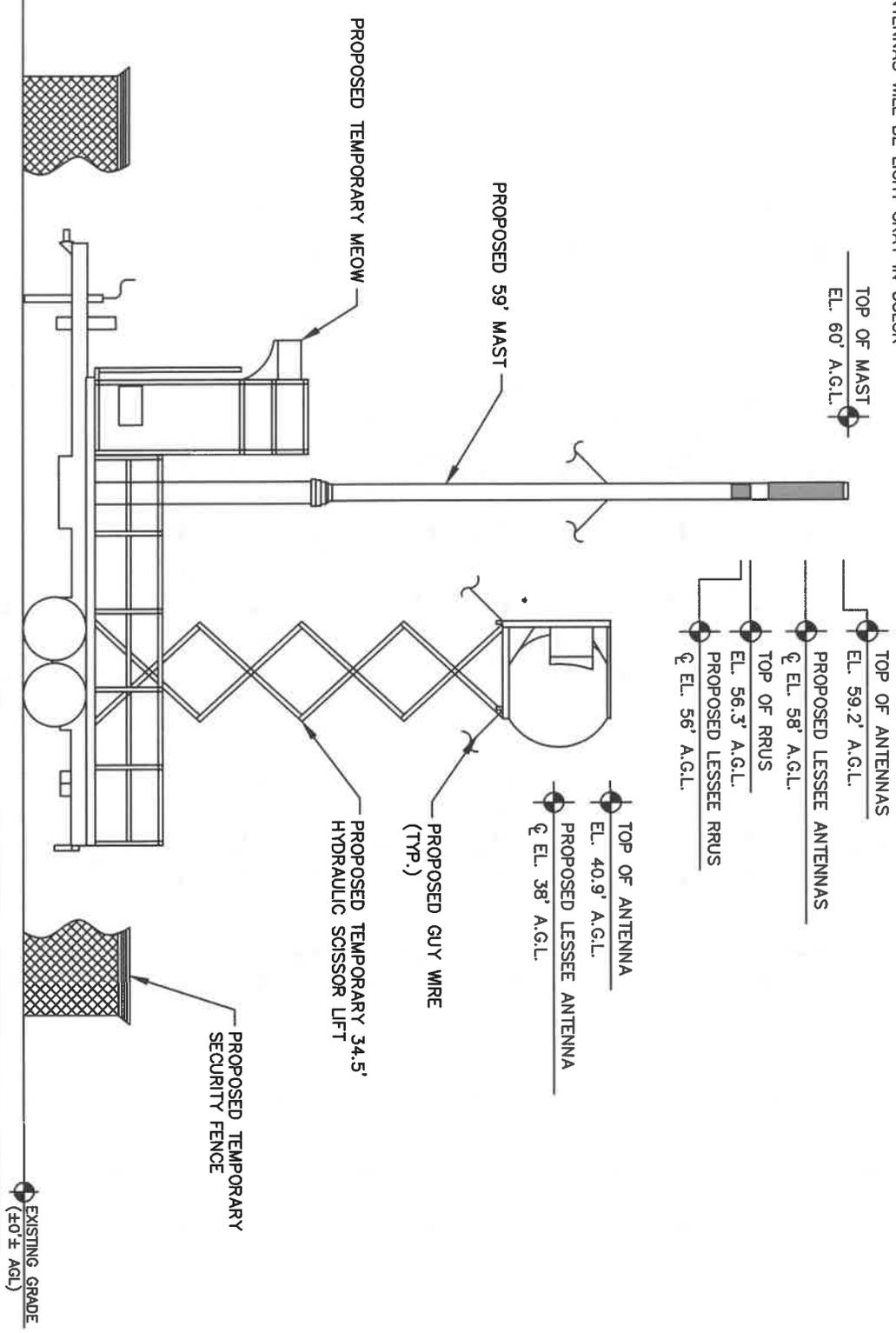
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PROPERTY OWNER APPROVAL _____ DATE _____

TOWER OWNER APPROVAL _____ DATE _____

NOTES:

1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON STRUCTURAL ANALYSIS BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. PROPOSED ANTENNAS WILL BE LIGHT GRAY IN COLOR



JOB No.:	013509561
DATE:	06/04/25
REV.:	1
DRAWN:	RCG
CHECKED:	MTP

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
 PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendees:
 Megan Potuzak

PROPOSED TEMPORARY MEOW

CIAA FOOTBALL DUR COW 2025

750 STADIUM DR
 DURHAM, NC 27704
 DURHAM COUNTY

TOWER ELEVATION SHEET 4 OF 4

NOT TO SCALE

NOT FOR CONSTRUCTION

Certificate Of Completion

Envelope Id: 3732B91B-E4F0-4F6E-BEFD-B52F4FF288EA
 Subject: CIAA_FOOTBALL_DUR_COW_2025 / MDG Location ID: 5000965615
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Allan Wolff
 allan.wolff@verizonwireless.com
 IP Address: 137.188.108.53

Record Tracking

Status: Original
 10/24/2025 5:09:45 AM

Holder: Allan Wolff
 allan.wolff@verizonwireless.com

Location: DocuSign

Signer Events

Daniel Brown
 daniel.brown3@verizonwireless.com
 Associate Director - Real Estate
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 04F04CA6538B405...

Signature Adoption: Pre-selected Style
 Using IP Address: 69.78.100.101

Timestamp

Sent: 10/24/2025 5:40:19 AM
 Viewed: 10/24/2025 5:41:25 AM
 Signed: 10/24/2025 5:41:35 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/3/2024 7:17:09 AM
 ID: 78b778be-62c9-4363-8d01-f6bb8e032651

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Erin Connolly
 erin.connolly@verizon.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/24/2025 5:40:19 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Jean Musa
 jean.musa@verizonwireless.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/24/2025 5:40:18 AM
 Viewed: 10/24/2025 5:41:31 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
 Hashed/Encrypted

10/24/2025 5:40:19 AM



**Memorial Stadium Authority
Agenda Action Form
November 5, 2025**

ITEM: Vendor Appeal Update

BACKGROUND: On August 15, 2025, the Durham Memorial Stadium rented the Stadium parking lot to N.C. Throwdown to hold an event. During this event there was significant damage to the gates of N.C. DOT that was caused by a participant attending the event. The cost of the damages was over \$5,000 in addition this issue has caused N.C. DOT to declare that there parking lot would no longer be used as an overflow lot thus ending a 30 plus year relationship between N.C. DOT and Durham County General Services. Durham County Memorial Stadium will no longer support the efforts of the vendor and has effectively banned them from using our facility. The vendor has filed an appeal for this ban. Direction was given by Stadium Authority to seek additional information from the vendor. No additional information was received.

- 1) Letter to N.C. Throwdown
- 2) Appeal letter from NC Throwdown

RESOURCE PERSON(S): Sontina Greene

REQUEST FOR BOARD ACTION: Final Stadium Authority decision.

STADIUM MANAGER'S RECOMMENDATION: N/A

Name	Motion	Yes	No
<u>Allam</u>			
<u>Coleman</u>			
<u>Epps</u>			
<u>Leach</u>			
<u>Magee</u>			
<u>Weiseman</u>			
<u>Rodio</u>			

ACTION: [] APPROVED [] DENIED

ADDITIONAL NOTES/CONDITIONS:



**Memorial Stadium Authority
Agenda Action Form
November 5, 2025**

ITEM: Proposed Memorial Stadium Authority Meeting Dates

BACKGROUND: Review the proposed Memorial Stadium Authority meeting dates for 2026 calendar year

RESOURCE PERSON(S): Chrystal Thomas

REQUEST FOR BOARD ACTION: Approve the proposed meeting dates for 2026 calendar year.

STADIUM MANAGER’S RECOMMENDATION: N/A

Name	Motion	Yes	No
<u>Allam</u>			
<u>Weiseman</u>			
<u>Coleman</u>			
<u>Epps</u>			
<u>Leach</u>			
<u>Rodio</u>			
<u>Magee</u>			

ACTION: APPROVED DENIED

ADDITIONAL NOTES/CONDITIONS:

Proposed Stadium Authority Meetings

Authority Meeting Date	Meeting Time	Location	Comments
February 3, 2026	12:00 PM	Virtual	
May 5, 2026	12:00 PM	Virtual	
August 4, 2026	12:00 PM	TBD	
November 10, 2026	12:00 PM	Virtual	