

MUNICIPAL ORDER 30-2020

A MUNICIPAL ORDER APPROVING THE EXECUTION OF SEPARATE AGREEMENTS BETWEEN THE CITY OF OWENSBORO, GLOBAL SPECTRUM, L.P., ATMOS ENERGY CORPORATION, BOARDWALK PIPELINES, L.P., SOUTHERN STAR CENTRAL GAS PIPELINE, INC., AND STATON FAMILY FOUNDATION FOR THE EVENT SPONSORSHIP OF ENERGY ON ICE.

WHEREAS, Energy on Ice, an outdoor skating rink, will be coming to the Owensboro Convention Center in the upcoming winter months; and

WHEREAS, Atmos Energy Corporation, Boardwalk Pipelines, L.P., Southern Star Central Gas Pipeline, Inc., and the Staton Family Foundation have all agreed to become financial sponsors of the ice-skating rink in downtown; and

WHEREAS, copies of the executed agreements between the City of Owensboro, Global Spectrum, L.P., and the individual sponsors are attached hereto; and

WHEREAS, this Municipal Order is being presented to the Owensboro Board of Commissioners for its review, approval, and/or disapproval of the previously executed agreements.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO, KENTUCKY, AS FOLLOWS:

Section 1. That the previous executed agreements between the City, Global Spectrum, and Atmos Energy Corporation, Boardwalk Pipelines, L.P., Southern Star Central Gas Pipeline, Inc., and the Staton Family Foundation for the sponsorship of Energy on Ice are hereby approved. A copy of the executed agreements, together with supporting documentation, are attached hereto and incorporated herein by reference.

Section 2. That the Mayor, City Manager and appropriate staff members are hereby authorized and directed to execute any additional applications, agreements, instruments or other documents necessary and appropriate to effectuate and implement the sponsorship agreements of Energy on Ice between the City, Global Spectrum, and Atmos Energy Corporation, Boardwalk Pipelines, L.P., Southern Star Central Gas Pipeline, Inc., and the Staton Family Foundation.

INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE READING, this the 15th day of September, 2020.

Thomas H. Watson, Mayor

ATTEST:

Beth Cecil, City Clerk



This Agreement is between Atmos Energy Corporation (“Sponsor”) and Global Spectrum, L.P. (“Operator”), operator and manager of the Owensboro Convention Center (“Facility”) as agent on behalf of the City of Owensboro, KY (“Owner”), with respect to your event sponsorship at the Facility for Energy on Ice (“Event”).

You and we agree as follows:

1. **TERM.** The term of this Agreement begins July 10, 2020 and continues through July 9, 2027 or the life of the Event pending Owner funding, whichever comes first.

2. **SPONSORSHIP RIGHTS AND BENEFITS.** During the Term, Sponsor shall receive the following:

Contract Marketing Term Benefits:

- **Sponsor Logo/Name included on and/or mentioned on all advertising regarding the Energy on Ice (“Event”) on:**
 - Website promo banner on OwensboroCenter.com homepage
 - Calendar event page on OwensboroCenter.com with link to Sponsor website/ designated landing page
 - Event displayed in rotation on LED TV’s inside the Convention Center
 - Minimum 2 e-newsletters to 2,300+ Convention Center Event subscribers
 - Minimum 2 e-newsletters to 16,000+ Owensboro Tickets subscribers
 - Social media posts and contesting to 25,000 Facebook Likes and 3,000 Twitter followers
 - Press release sent to over 300+ contacts
 - Advertising platforms to possibly include radio, TV, online, and/or print pending advertising budget.
 - Logo on dashers of synthetic ice rink at Event.
 - Logo on banner entering Event.

3. **SPONSORSHIP FEE.** As consideration for the above rights and benefits, Sponsor shall pay Operator a total sponsorship fee of thirty-five thousand dollars (\$35,000) net for the term. **Payment is due on or before Friday, July 24, 2020.**

Advertiser’s billing address is:

Atmos Energy Corporation
3275 Highland Pointe Drive
Owensboro, KY 42303

Facility's address for receiving payments is:
Owensboro Convention Center
501 West 2nd Street
Owensboro, KY 42301
Attn: Director of Finance

4. MISCELLANEOUS.

(a) Sponsor shall be responsible for the production of any signage to be used with Event with approval by Operator.

(b) Sponsor does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Operator. This Agreement may be assigned by Operator to Owner, another state agency or to any successor operator of the Facility, upon notice to Sponsor.

(c) Sponsor shall defend, hold harmless and indemnify Operator and Owner, and each of their respective owners (as applicable), employees, officials, officers, agents, successors and assigns, against any and all claims, costs, expenses (including reasonable attorney's fees), damages and liabilities arising out of a breach of Sponsor of this Agreement, the content of Sponsor's advertising, any act or omission of Sponsor, any product or service offered by Sponsor, and any violation of applicable law by Sponsor or its employees or agents. All rights not expressly granted to Sponsor hereunder and reserved to Operator and/or Owner, as applicable.

(d) Any delay, interruption, diminution or failure, in whole or in part, in the providing of the rights granted herein due to power blackout, war, riot, insurrection state of emergency, labor disputes, strike, boycott, governmental condemnation, fire, flood, accident, electrical failure, storm, act of God or any cause beyond the control of Operator shall not constitute a breach of this Agreement, and Operator shall not be responsible or liable for any damages to the Advertiser as a result thereof.

(e) Sponsor shall have no right to use the name, trademarks, service marks or other identifications of the Facility, Operator, Owner or any team, tenant or act/event of the Facility by virtue of this Agreement, except as may be specifically set forth herein (if applicable).

(f) Advertiser shall comply with all applicable law, rules and regulations in the performance of this Agreement. The relationship between Operator and Sponsor shall be that of independent contractors, and nothing in this Agreement shall be deemed to create an employer/employee, partnership, joint venture or any other relationship besides that of independent contractors.

(g) Sponsor recognizes that Operator is entering into this Agreement for the account of Owner, and that Owner is a public entity. All financial obligations of Owner (and thus Operator hereunder) are subject to budgets and appropriations. In the event such funding is not made or appropriated, or the Facility or Event is otherwise closed or not operational, Operator may terminate this Agreement without liability.

(h) This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof, and may only be amended by the written agreement of an

authorized representative of each of the parties hereto. Sponsor agrees that no agreement or promise has been made by Operator or any of its representatives or agents in reference to this Agreement that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this Agreement. This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles. This Agreement will become effective only when fully executed on behalf of each of Sponsor and Operator.

AGREED & ACKNOWLEDGED:

GLOBAL SPECTRUM, L.P.
As agent on behalf of Owner

By: L. Alexander
Laura Alexander

Title: General Manager

Date: 7/23/20

Atmos Energy Corporation

By: Mark Martin
Mark Martin

Title: Vp, RATES + REGULATORY AFFAIRS

Date: 7/20/2020

CITY OF OWENSBORO

By: Thomas H. Watson
Thomas H. Watson

Title: Mayor

Date: 7/27/2020



This Agreement is between Boardwalk Pipelines, LP (“Sponsor”) and Global Spectrum, L.P. (“Operator”), operator and manager of the Owensboro Convention Center (“Facility”) as agent on behalf of the City of Owensboro, KY (“Owner”), with respect to your event sponsorship at the Facility for Energy on Ice (“Event”). Sponsor, Operator, and Owner are sometimes referred to herein singularly as the “Party” and jointly as the “Parties.”

You and we agree as follows:

1. TERM. The term of this Agreement begins August 7, 2020 and continues through July 9, 2027 or the life of the Event pending Owner funding, whichever comes first.

2. SPONSORSHIP RIGHTS AND BENEFITS. During the Term, Sponsor shall receive the following:

Contract Marketing Term Benefits:

- **Sponsor Logo/Name included on and/or mentioned on all advertising regarding the Energy on Ice (“Event”) on:**
 - Website promo banner on OwensboroCenter.com homepage
 - Calendar event page on OwensboroCenter.com with link to Sponsor website/ designated landing page
 - Event displayed in rotation on LED TV’s inside the Convention Center
 - Minimum 2 e-newsletters to 2,300+ Convention Center Event subscribers
 - Minimum 2 e-newsletters to 16,000+ Owensboro Tickets subscribers
 - Social media posts and contesting to 25,000 Facebook Likes and 3,000 Twitter followers
 - Press release sent to over 300+ contacts
 - Advertising platforms to possibly include radio, TV, online, and/or print pending advertising budget.
 - Logo on dashers of synthetic ice rink at Event.
 - Logo on banner entering Event.

3. SPONSORSHIP FEE. As consideration for the above rights and benefits, Sponsor shall pay Operator a total sponsorship fee of twenty-five thousand dollars (\$25,000) net for the term. **Payment is due on or before Friday, August 21, 2020.**

Sponsor’s billing address is:

Boardwalk Pipelines, LP
PO Box 20008
Owensboro, KY 42302

Facility’s address for receiving payments is:

Owensboro Convention Center
501 West 2nd Street
Owensboro, KY 42301
Attn: Director of Finance

4. MISCELLANEOUS.

(a) Sponsor shall be responsible for the production of any signage to be used with Event with approval by Operator.

(b) Sponsor does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Operator. This Agreement may be assigned by Operator to Owner, another state agency or to any successor operator of the Facility, upon notice to Sponsor.

(c) Sponsor shall defend, hold harmless and indemnify Operator and Owner, and each of their respective owners (as applicable), employees, officials, officers, agents, successors and assigns, against any and all claims, costs, expenses (including reasonable attorney's fees), damages and liabilities arising out of a breach of Sponsor of this Agreement, the content of Sponsor's advertising, any act or omission of Sponsor, any product or service offered by Sponsor, and any violation of applicable law by Sponsor or its employees or agents. All rights not expressly granted to Sponsor hereunder are reserved to Operator and/or Owner, as applicable.

(d) Any delay, interruption, diminution or failure, in whole or in part, in the providing of the rights granted herein due to power blackout, war, riot, insurrection state of emergency, labor disputes, strike, boycott, governmental condemnation, fire, flood, accident, electrical failure, storm, act of God, pandemic, or any cause beyond the control of the Parties shall not constitute a breach of this Agreement, and neither Party shall be responsible or liable for any damages to the other Party as a result thereof.

(e) Sponsor shall have no right to use the name, trademarks, service marks or other identifications of the Facility, Operator, Owner or any team, tenant or act/event of the Facility by virtue of this Agreement, except as may be specifically set forth herein (if applicable).

(f) Both Parties shall comply with all applicable laws, rules and regulations in the performance of this Agreement. The relationship between Operator and Sponsor shall be that of independent contractors, and nothing in this Agreement shall be deemed to create an employer/employee, partnership, joint venture or any other relationship besides that of independent contractors.

(g) Sponsor recognizes that Operator is entering into this Agreement for the account of Owner, and that Owner is a public entity. All financial obligations of Owner (and thus Operator hereunder) are subject to budgets and appropriations. In the event such funding is not made or appropriated, or the Facility or Event is otherwise closed or not operational, Operator may terminate this Agreement without liability.

(h) This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the Parties hereto. Sponsor agrees that no agreement or

promise has been made by Operator or any of its representatives or agents in reference to this Agreement that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles. This Agreement will become effective only when fully executed on behalf of each of Sponsor and Operator.

AGREED & ACKNOWLEDGED:

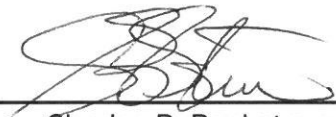
GLOBAL SPECTRUM, L.P.
As agent on behalf of Owner

By: 
Laura Alexander

Title: General Manager

Date: 8/3/20

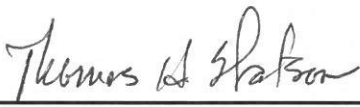
BOARDWALK PIPELINES, LP
by: Boardwalk Operating GP, LLC, its general partner

By: 
Charles B. Backstrom

Title: Vice President, Marketing & Business Development

Date: 8/03/2020

CITY OF OWENSBORO

By: 
Thomas H. Watson

Title: Mayor

Date: 8/03/2020



This Agreement is between Southern Star Central Gas Pipeline, Inc. ("Sponsor") and Global Spectrum, L.P. ("Operator"), operator and manager of the Owensboro Convention Center ("Facility") as agent on behalf of the City of Owensboro, KY ("Owner"), with respect to your event sponsorship at the Facility for Energy on Ice ("Event").

You and we agree as follows:

1. **TERM.** The term of this Agreement begins July 10, 2020 and continues through July 9, 2027 or the life of the Event pending Owner funding, whichever comes first.

2. **SPONSORSHIP RIGHTS AND BENEFITS.** During the Term, Sponsor shall receive the following:

Contract Marketing Term Benefits:

- **Sponsor Logo/Name included on and/or mentioned on all advertising regarding the Energy on Ice ("Event") on:**
 - Website promo banner on OwensboroCenter.com homepage
 - Calendar event page on OwensboroCenter.com with link to Sponsor website/ designated landing page
 - Event displayed in rotation on LED TV's inside the Convention Center
 - Minimum 2 e-newsletters to 2,300+ Convention Center Event subscribers
 - Minimum 2 e-newsletters to 16,000+ Owensboro Tickets subscribers
 - Social media posts and contesting to 25,000 Facebook Likes and 3,000 Twitter followers
 - Press release sent to over 300+ contacts
 - Advertising platforms to possibly include radio, TV, online, and/or print pending advertising budget.
 - Logo on dashers of synthetic ice rink at Event.
 - Logo on banner entering Event.

3. **SPONSORSHIP FEE.** As consideration for the above rights and benefits, Sponsor shall pay Operator a total sponsorship fee of thirty-five thousand dollars (\$35,000) net for the term. **Payment is due on or before Friday, July 24, 2020.**

Advertiser's billing address is:

Southern Star Central Gas Pipeline, Inc.
4700 State Route 56
Owensboro, KY 42301
Attn: Jimmy Staton

Facility's address for receiving payments is:

Owensboro Convention Center
501 West 2nd Street
Owensboro, KY 42301
Attn: Director of Finance

4. MISCELLANEOUS.

(a) Sponsor shall be responsible for the production of any signage to be used with Event with approval by Operator.

(b) Sponsor does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Operator. This Agreement may be assigned by Operator to Owner, another state agency or to any successor operator of the Facility, upon notice to Sponsor.

(c) Sponsor shall defend, hold harmless and indemnify Operator and Owner, and each of their respective owners (as applicable), employees, officials, officers, agents, successors and assigns, against any and all claims, costs, expenses (including reasonable attorney's fees), damages and liabilities arising out of a breach of Sponsor of this Agreement, the content of Sponsor's advertising, any act or omission of Sponsor, any product or service offered by Sponsor, and any violation of applicable law by Sponsor or its employees or agents. All rights not expressly granted to Sponsor hereunder and reserved to Operator and/or Owner, as applicable.

(d) Any delay, interruption, diminution or failure, in whole or in part, in the providing of the rights granted herein due to power blackout, war, riot, insurrection state of emergency, labor disputes, strike, boycott, governmental condemnation, fire, flood, accident, electrical failure, storm, act of God or any cause beyond the control of Operator shall not constitute a breach of this Agreement, and Operator shall not be responsible or liable for any damages to the Advertiser as a result thereof.

(e) Sponsor shall have no right to use the name, trademarks, service marks or other identifications of the Facility, Operator, Owner or any team, tenant or act/event of the Facility by virtue of this Agreement, except as may be specifically set forth herein (if applicable).

(f) Advertiser shall comply with all applicable law, rules and regulations in the performance of this Agreement. The relationship between Operator and Sponsor shall be that of independent contractors, and nothing in this Agreement shall be deemed to create an employer/employee, partnership, joint venture or any other relationship besides that of independent contractors.

(g) Sponsor recognizes that Operator is entering into this Agreement for the account of Owner, and that Owner is a public entity. All financial obligations of Owner (and thus Operator hereunder) are subject to budgets and appropriations. In the event such funding is not made or appropriated, or the Facility or Event is otherwise closed or not operational, Operator may terminate this Agreement without liability.

(h) This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the parties hereto. Sponsor agrees that no agreement or

promise has been made by Operator or any of its representatives or agents in reference to this Agreement that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this Agreement. This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles. This Agreement will become effective only when fully executed on behalf of each of Sponsor and Operator.

AGREED & ACKNOWLEDGED:

GLOBAL SPECTRUM, L.P.
As agent on behalf of Owner

By: L. Alexander
Laura Alexander

Title: General Manager

Date: 7-23-20

Southern Star Central Gas Pipeline, Inc.

By: Jimmy Staton
Jimmy Staton

Title: President & CEO

Date: July 23, 2020

CITY OF OWENSBORO

By: Thomas H. Watson
Thomas H. Watson

Title: Mayor

Date: 7/27/2020



This Agreement is between Staton Family Foundation ("Sponsor") and Global Spectrum, L.P. ("Operator"), operator and manager of the Owensboro Convention Center ("Facility") as agent on behalf of the City of Owensboro, KY ("Owner"), with respect to your event sponsorship at the Facility for Energy on Ice ("Event").

You and we agree as follows:

1. **TERM.** The term of this Agreement begins July 10, 2020 and continues through July 9, 2027 or the life of the Event pending Owner funding, whichever comes first.
2. **SPONSORSHIP RIGHTS AND BENEFITS.** During the Term, Sponsor shall receive the following:

Contract Marketing Term Benefits:

- **Sponsor Logo/Name included on and/or mentioned on all advertising regarding the Energy on Ice ("Event") on:**
 - Website promo banner on OwensboroCenter.com homepage
 - Calendar event page on OwensboroCenter.com with link to Sponsor website/ designated landing page
 - Event displayed in rotation on LED TV's inside the Convention Center
 - Minimum 2 e-newsletters to 2,300+ Convention Center Event subscribers
 - Minimum 2 e-newsletters to 16,000+ Owensboro Tickets subscribers
 - Social media posts and contesting to 25,000 Facebook Likes and 3,000 Twitter followers
 - Press release sent to over 300+ contacts
 - Advertising platforms to possibly include radio, TV, online, and/or print pending advertising budget.
 - Logo on dashers of synthetic ice rink at Event.
 - Logo on banner entering Event.
- 3. **SPONSORSHIP FEE.** As consideration for the above rights and benefits, Sponsor shall pay Operator a total sponsorship fee of ten thousand dollars (\$10,000) net for the term. **Payment is due on or before Friday, July 24, 2020.**

Advertiser's billing address is:

Staton Family Foundation
201 Saint Ann Street, #2B
Owensboro, KY 42303

Facility's address for receiving payments is:
Owensboro Convention Center
501 West 2nd Street
Owensboro, KY 42301
Attn: Director of Finance

4. MISCELLANEOUS.

(a) Sponsor shall be responsible for the production of any signage to be used with Event with approval by Operator.

(b) Sponsor does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Operator. This Agreement may be assigned by Operator to Owner, another state agency or to any successor operator of the Facility, upon notice to Sponsor.

(c) Sponsor shall defend, hold harmless and indemnify Operator and Owner, and each of their respective owners (as applicable), employees, officials, officers, agents, successors and assigns, against any and all claims, costs, expenses (including reasonable attorney's fees), damages and liabilities arising out of a breach of Sponsor of this Agreement, the content of Sponsor's advertising, any act or omission of Sponsor, any product or service offered by Sponsor, and any violation of applicable law by Sponsor or its employees or agents. All rights not expressly granted to Sponsor hereunder and reserved to Operator and/or Owner, as applicable.

(d) Any delay, interruption, diminution or failure, in whole or in part, in the providing of the rights granted herein due to power blackout, war, riot, insurrection state of emergency, labor disputes, strike, boycott, governmental condemnation, fire, flood, accident, electrical failure, storm, act of God or any cause beyond the control of Operator shall not constitute a breach of this Agreement, and Operator shall not be responsible or liable for any damages to the Advertiser as a result thereof.

(e) Sponsor shall have no right to use the name, trademarks, service marks or other identifications of the Facility, Operator, Owner or any team, tenant or act/event of the Facility by virtue of this Agreement, except as may be specifically set forth herein (if applicable).

(f) Advertiser shall comply with all applicable law, rules and regulations in the performance of this Agreement. The relationship between Operator and Sponsor shall be that of independent contractors, and nothing in this Agreement shall be deemed to create an employer/employee, partnership, joint venture or any other relationship besides that of independent contractors.

(g) Sponsor recognizes that Operator is entering into this Agreement for the account of Owner, and that Owner is a public entity. All financial obligations of Owner (and thus Operator hereunder) are subject to budgets and appropriations. In the event such funding is not made or appropriated, or the Facility or Event is otherwise closed or not operational, Operator may terminate this Agreement without liability.

(h) This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the parties hereto. Sponsor agrees that no agreement or promise has been made by Operator or any of its representatives or agents in reference to this Agreement that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this Agreement. This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles. This Agreement will become effective only when fully executed on behalf of each of Sponsor and Operator.

AGREED & ACKNOWLEDGED:

GLOBAL SPECTRUM, L.P.
As agent on behalf of Owner

By: *L. Alexander*
Laura Alexander

Title: General Manager

Date: 7-23-20

Staton Family Foundation

By: *J. Staton*
Jimmy Staton

Title: Director

Date: July 23, 2020

CITY OF OWENSBORO

By: *Thomas H. Watson*
Thomas H. Watson

Title: Mayor

Date: 7/27/2020