

Community Benefit Agreement

This Community Benefit Agreement ("Agreement") is made and entered into as of May 28, 2024, by and between iDigital Outdoor, LLC, a Minnesota Limited Liability Company ("Company"), located at 25113 21st Ave, St Cloud, MN 56301, and the City of Ramsey, Minnesota ("City"), located at 7550 Sunwood Dr NW, Ramsey, MN 55303.

Whereas, the Company wishes to obtain a permit for the construction of off-premises digital billboard signs at the location approximately 9500 US-10, Ramsey, MN 55303, Property Identification Number 19-32-25-23-0001, and legally described as That part of the Southwest quarter of the Northwest quarter lying South of US Highway No. 10 as it now exists in Section 19, Range 32, Township 25, Anoka County, Minnesota

Whereas, the City requires an agreement for the provision of community and public service messages as part of the permit approval process;

Now, Therefore, the parties agree as follows:

1. **Scope of Agreement.** The Company agrees to provide the City with no less than 20 hours of digital display time per month per dynamic display off-premises sign face located within the City. This display time shall consist of 9,000 eight-second spots, which will be used exclusively for community and public service messages.
2. **Timing and Scheduling.** The Company will integrate the community and public service messages into its open inventory, scheduling these messages at least 15 days in advance of the display date. Each public service message will commence on the selected day and continue until the agreed number of spots is reached, consistent with the monthly allocation, unless the City requests a shorter duration. The City may select the days for display; however, messages must run in 24-hour cycles without specific time slots within the day, ensuring flexibility and manageability for the Company.
3. **Content of Messages.** The content of the community and public service messages shall be provided by the City, and the Company agrees to display such messages as provided without alterations unless prior written consent is obtained from the City.
4. **Artwork and Design.** The City may choose to design its own content for the public service messages. Alternatively, the Company can provide design services at a rate of \$60 per hour. Any design work requested by the City will be billed accordingly and requires prior approval from the City before commencement.
5. **Approval and Permit Issuance.** This Agreement must be approved by the City Council of Ramsey. Following such approval, the City's building official may issue the necessary permit for the construction or conversion of the off-premises digital billboard signs as requested by the Company.
6. **Term.** This Agreement shall commence on the date first written above and shall continue in effect until terminated by either party with thirty (30) days written notice to the other party.
7. **Amendment.** This Agreement may only be amended or modified by a written agreement signed by both parties.

8. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

In witness whereof, the parties hereto have executed this Community Benefit Agreement as of the day and year first above written.

iDigital Outdoor, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Ramsey

By: _____

Name: Mark E. Kuzma

Title: Mayor

Date: _____

By: _____

Name: Brian Hagen

Title: City Administrator

Date: _____