

**COMMUNICATIONS  
AND TECHNOLOGY  
COMMITTEE**

**Tuesday, September 28, 2021**

**6:00 PM**

**McFarland Municipal Center**  
*Community Room*

AGENDA

You are invited to this meeting through a Zoom webinar. The public is strongly encouraged to watch and participate in these meetings remotely through either the webinar or telephone options listed below.

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/84974531636>

Or by Telephone: +1 (312) 626-6799

Webinar ID: 849 7453 1636

1. CALL TO ORDER.
2. PUBLIC APPEARANCES.
3. APPROVAL OF MINUTES.
  - a. Motion to approve the minutes of the June 22, 2021 meeting.
4. BUSINESS.
  - a. Discussion and possible action to approve the draft document for the McFarland Cable Underwriting Policy.
  - b. Discussion and possible action to approve an updated Community Calendar Policy.
5. STAFF REPORTS.
  - a. Technical Specialist update.
  - b. Director update.
6. SCHEDULE NEXT MEETING DATE.
  - a. Tuesday, October 26, 2021 at 6 p.m.
7. ADJOURNMENT.

of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the McFarland Municipal Center at (608) 838-3153 or [cassandra.suettinger@mcfarland.wi.us](mailto:cassandra.suettinger@mcfarland.wi.us).

VILLAGE OF MCFARLAND

**Communications & Technology Committee Minutes**

*Tuesday, June 22, 2021 - 6:00 PM*

**1. CALL TO ORDER, ROLL CALL.**

Village Trustee Flaherty called the regular meeting of the McFarland Communications and Technology Committee to order at 6:00 p.m. in the Community Room of the McFarland Municipal Center.

Members present: Ella Tschopik, CJ Behm, Eric Kindschi, Blake Draper, Carrie Nelson, Michael Flaherty

Members not present: Cole Younger, Jason Jasinski, Andrew Felt, Sean Chislom

Staff Present: Stephanie Miller, Andrew Day

**2. NEW MEMBER INTRODUCTIONS.**

**3. PUBLIC APPEARANCES.**

No public appearances.

**4. APPROVAL OF MINUTES.**

*a. Motion to approve the minutes of the February 23, 2021 meeting.*

Motion by Member Eric Kindschi, second by Member CJ Behm, to approve Motion to approve the minutes of the February 23, 2021 meeting. Motion carries 3 - 0 - 3 by acclamation.

**5. BUSINESS.**

*a. Discussion of communicative strategies of storytelling and engagement.*

The committee discussed various ways to help get the community more involved and engaged with village government. Promotional ideas around civics such as banners/flags, going to events such as the McFarland Farmer's Market, and the potential of hiring someone to do promotions via a promotional budget.

A question of discussion that was also raised included how to welcome citizen involvement, but if it's different than what the Comm and Tech Dept. does on a day-to-day basis.

Further discussion included that the Comm and Tech Dept. does so much already, continue to do so, but it is not the department's job to get people to be more engaged. If residents want to be further engaged, they will choose to do so. Additionally, how can the committee help encourage this engagement? What are ways they can be ambassadors for the department within the community?

No action was taken.

**6. STAFF REPORTS.**

As requested by Chair, Trustee Flaherty, Staff Reports were taken before agenda item,

"Business."

a. Technical Specialist updates.

Technical Specialist, Andrew Day reported on the following department updates:

- School Board Meetings and Equipment
- Information Technology
  - Lewis Park Shelter Cameras - Replacement of Power-Over-Ethernet (POE) network switch
  - Copier Replacements at the Municipal Center
  - Network Share Storage - Village's File Share, VOM-fs, reaching capacity
  - Public Safety Center plans
  - New Phone System
  - Dog Park and McDaniel Park Cameras - installed and operational for new shelters
  - Police Department Redaction Software - to complement the PD body cameras
  - Spiceworks Inventory On-Premise solution
- Village Website
  - ADA Compliant
  - Staff Trainings
  - Analytics: NotifyMe subscribers, most popular subscriptions, average engagement time, device usage comparisons (2020 vs 2021), and top five most popular pages

b. Director Updates.

Director, Stephanie Miller reported on the following department updates:

- Village Social Media & Recent Analytics
  - Instagram
  - Facebook
  - YouTube
- Newsletters
  - The Outlook - Distribution: May 6, 2021 and September 2021
  - The Lookout - Analytics: total subscribers, open rate, and growth
- Events & Productions
  - Zoom hybrid meetings and transition to "2.0" starting August 1, 2021
  - Involvement with McFarland High School over past four months - swim meets, volleyball, football, soccer (boys and girls), Musical Cabaret, marching band, choir concert, and graduation
  - WCM Media Fest - awards given to Comm and Tech staff
  - Public Works Open House and Well House Tour
  - Summer Library Programming
  - Bird Walking Tour (coming soon)
  - "Making McFarland" (coming soon)

**7. SCHEDULE NEXT MEETING DATE.**

a. Tuesday, July 27, 2021 at 6 p.m.

**8. ADJOURNMENT.**

Motion by Member Eric Kindschi, second by Member Blake Draper, to adjourn at 7:10 p.m.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,  
Stephanie R. Miller  
Director of Communications and Technology

  
VILLAGE OF  
**McFarland**  
**SUMMARY SHEET**

**MEETING DATE:** Tuesday, September 28, 2021

**SECTION:** Business

**DEPARTMENT:** Communications & Technology

**CONTACT:**

**AGENDA ITEM:** Discussion and possible action to approve the draft document for the McFarland Cable Underwriting Policy.

**PREVIOUS ACTION:**

**ISSUE SUMMARY:**

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

1. Cable Operating Guidelines\_DRAFT 8-17-2012
2. Sponsorship Agreement - McFarland\_Draft 8-25-2021
3. Sponsorship Policy\_Draft 8-25-2021

E. Program Submission/Distribution

3) Program Standards

- b) Community Producers are responsible for all the preproduction, production, and post-production work associated with their programs. They are also responsible for gathering their own crew. Cable staff may provide assistance if their time and schedule allow for it.

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- g) Underwriting: Cable or Community Producers may choose to solicit underwriting funds to defray costs, provided that such underwriting does not constitute commercial exploitation of Cable. The following guidelines apply to underwriting and programs:

- Advertising, as defined in section E3, subsection b, is not permitted.

- Corporate logos and slogans are permitted only at the opening and/or closing of a program.

- Location, website, and phone number are permitted.

- Value-neutral descriptions of a product line or service that aid in identifying the contributor.

## SPONSORSHIP AGREEMENT

**THIS AGREEMENT** is entered into by and between the **VILLAGE OF MCFARLAND**, a Wisconsin municipal corporation ("Village") and **NAME OF SPONSOR** ("Sponsor").

For and in consideration of the sponsorship by Sponsor of the Village's YouTube and cable channels, the Village shall recognize such sponsorship on the terms and conditions set forth in this Agreement.

- I. **DURATION OF SPONSORSHIP.** The term of Sponsor's sponsorship and of this Agreement shall be for one (1) year from the date of this Agreement. Notwithstanding any of the foregoing, the Village's obligations set forth in this Agreement shall not commence until fifteen (15) days following the payment of the Sponsorship Fee by Sponsor.
  
- II. **SPONSOR RECOGNITION.** Subject to the terms and conditions contained in this section, the Village agrees that, during the term of the sponsorship, it will:
  - A. Identify Sponsor by its name, business logo, and other identifying information, before and after select programing, and during applicable breaks during programing. The Village's recognition of Sponsor will not be promotional in nature of Sponsor's products and services. The form and appearance of the recognition is subject to approval by both the Village and Sponsor. The Village has sole authority as to which programming to recognize Sponsor, and how often to make such recognition, but the Village will make reasonable efforts to accommodate Sponsor's requests for the same.
  
  - B. Identify Sponsor by its name, business logo, and other identifying information, on the Village's website as a sponsor of the cable and YouTube channels.

### III. OBLIGATIONS OF SPONSOR.

#### A. Intellectual Property.

- 1. **Warranty of Title.** Sponsor shall be solely responsible for any legal liability arising out of or relating to the use by the Village of Sponsor's business logo or other information in accordance with this Agreement. Sponsor represents and warrants that it currently holds, and throughout the term of this Agreement will hold, with the necessary rights to permit the use of its designated business logo by Village for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the business logo will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark or trade name, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity.
  
- 2. **Irrevocable License.** For the term of this Agreement, and for an additional period of sixty (60) days after expiration or termination hereof, Sponsor hereby grants to the Village a limited, non-exclusive, worldwide license to use Sponsor's trademarks, trade names and business logos on the Village's website and on the Village's cable and YouTube channels.

- B. **Indemnification for Liability.** Sponsor shall fully and forever indemnify the Village and hold the Village harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the Village, arising out of or related to Sponsor's breach of any of the foregoing representations, warranties or obligations. The provisions of this subsection shall survive the expiration or termination of this Agreement regardless of the cause.

- C. Misrepresentation.** Sponsor shall not, directly or indirectly, including through its website or any other advertising media, state or imply that the Village has endorsed, has approved, guarantees or in any other manner supports any claim with respect to the quality, value or usefulness of any of Sponsor's product or services.

#### **IV. VILLAGE RIGHTS AND OBLIGATIONS.**

- A. Removal of Sponsor's Name on Termination.** Upon the expiration of this Agreement, or its earlier termination, the Village shall have the right to remove Sponsor's name, business logo and other identifying information from the Village's website and any programming as it relates to the sponsorship.
- B. Reserved Powers.** The parties acknowledge that the Village is a municipal corporation with governmental powers and obligations that cannot be lawfully waived, limited or delegated by contract. The Village reserves all right to enact, amend, modify or repeal any ordinance or resolution in the exercise of its governmental powers and the rights granted by this Agreement shall be subject to any such action. In the event an exercise of the foregoing powers by the Village shall have the effect of substantially altering the rights granted to Sponsor hereunder, Sponsor may, as its sole and exclusive remedy, terminate this Agreement and recover a proportionate share of the Sponsorship Fee paid for the then-current term *pro rated* to the date of actual termination.
- C. Content of Village Media.** The Village shall retain full and exclusive control over the content of its website and programming, subject only to the obligations expressly set forth herein. Nothing in this Agreement shall be construed to grant Sponsor any rights with respect to such content other than the right to have its name, business logo or other identifying information displayed and identified as a Sponsor on the terms and conditions contained herein.
- D. Maintenance of Facilities and Website.** Subject to the rights of the Village described in §IV.B., the Village shall be responsible for the general maintenance of its website and channels, and any sponsor recognition on the same. Notwithstanding the foregoing, the Village shall not be deemed in breach of this Agreement, and shall have no liability to Sponsor, for temporary inoperability of its website or its channels due to hardware or software failures, routine or non-routine maintenance, disruption of service by the Village's internet service provider, power outages, compliance with lawful governmental or court orders or any other cause beyond the reasonable control of the Village. Sponsor acknowledges that its rights to have the Sponsor's name displayed and functional under this Agreement are limited to those times when the Village's website and channels are operational and programming is broadcast. The Village shall not be deemed in breach of this Agreement, and shall have no liability to Sponsor, due to damages caused by weather events, fire, criminal acts, or any other act or event which results in the Village being unable to provide sponsorship recognition in its programming or website.
- E. No Guarantee of Exposure.** Sponsor acknowledges that the Village has made no guarantee or assurance that any service provided by the Village under this Agreement will result in increased exposure to Sponsor or its products or services, increase Sponsor's revenues, profits or goodwill, or otherwise provide any benefit to Sponsor. To the extent the Village has provided any information or projections relating to anticipated traffic or exposure, Sponsor acknowledges that all of such information is historical only and cannot be relied upon as a measure of future results. Sponsor has made its own independent determination to enter into the Sponsorship arrangement and this Agreement without any assurance that doing so will provide it any benefit whatsoever.
- V. SPONSORSHIP FEE.** In consideration for the rights granted by this Agreement, Sponsor shall pay the Village \_\_\_\_\_ upon execution of this Agreement. The Sponsorship Fee shall be non-refundable upon payment, except to the extent expressly provided otherwise in this Agreement.

**VI. TERMINATION.** Notwithstanding the general term provided in §I., this Agreement may be terminated prior to expiration:

- A. By the Village upon a default of any obligation of Sponsor if such default shall continue for a period of thirty (30) days after notice to Sponsor of such default. Termination under this paragraph shall not affect Sponsor's obligation to pay all of the Sponsorship Fee.
- B. By the parties' written agreement.
- C. By the Village, if it receives a claim that Sponsor violated the intellectual property rights of any third party, or any state or federal law, if the Village reasonably believes that the claim may be valid and may subject the Village to legal liability if Sponsor's name, business logo or other identifying information are used during programming or on the Village's website.
- D. By the Village, immediately if Sponsor shall violate, or be determined or become ineligible as a sponsor under any generally applicable policy of the Village with respect to permissible sponsors, as such policies may be adopted or amended from time to time.

**VII. MISCELLANEOUS PROVISIONS.**

- A. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Sponsor and the Village and the successors and assigns of the parties.
- B. **Assignment.** Sponsor may not assign this Agreement, in whole or in part, without Village's written consent. Any attempt to assign this Agreement without such consent will be null and void.
- C. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.
- D. **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
- E. **Authority of Signatories.** The individuals signing on behalf of Sponsor warrant and represent that they are duly authorized, in the capacity indicated in the signature blocks forming a part of this Agreement, to sign this Agreement on behalf of Sponsor, and such signatures are sufficient to bind Sponsor hereto.
- F. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the Village's sovereign immunity under applicable law.
- G. **Headings.** Descriptive headings are for ease of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in McFarland, Wisconsin on the date first written below.

**SPONSOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF MCFARLAND:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Village of McFarland

## PEG Channel Sponsorship Policy

### I. PURPOSE:

The Village of McFarland operates its own cable channel and is authorized to accept underwriting and sponsorships for its continued operations and programming. The Village welcomes partnership opportunities in support of the Village's mission to provide quality programming to the community.

This policy sets out guidelines for entering into sponsorship agreements with private entities. This policy is not applicable to gifts, grants or unsolicited donations in which no benefits are granted to the benefactor and where no business relationship is created.

### II. POLICY:

- a. It is the policy of the Village of McFarland that businesses may sponsor the cable channel and its programming. For each sponsor, a written sponsorship agreement will be entered into in accordance with guidelines set forth in this policy.
- b. Sponsorship recognition may be given at the opening and closing of a program, as well as during breaks during programming. Recognition may be in the form of identifying the sponsor and its business logo. No sponsorship recognition may take the form of advertising and the recognition may not promote or endorse any product or service provided by the sponsor.
- c. The following organizations, industries and products are not eligible to sponsor operations and programming:
  - i. Religious and political organizations and entities;
  - ii. Businesses that derive more than 50% of gross revenues from the sale of alcohol, tobacco, gambling, mood-altering substances, vaping/e-cigarettes, or firearms;
  - iii. Businesses and entities that provide lewd products or services, including adult entertainment; and,
  - iv. Businesses and entities whose name or logo would be considered offensive to the standards of the McFarland community.

### III. RESPONSIBILITY:

- a. The Communications and Technology Director, with consultation with the Communications & Technology Committee, may enter into sponsorship agreements with organizations and businesses consistent with this policy.
- b. All sponsorship agreements shall be in writing in a form approved by Village staff. If the Director approves a sponsorship application, Village staff will prepare a sponsorship agreement. In cases where the agreement is subject to approval, the agreement will be presented to the Communications & Technology Committee for its approval.

#### IV. CRITERIA:

The Communications and Technology Director shall use, but is not limited to, the following criteria when evaluating a sponsorship proposal; in all cases, the Director (or designee) will have the prerogative to accept or reject the proposal:

- a. The compatibility of the entity's products, customers and promotional goals with the Village of McFarland's mission and image, and the purpose of the channel to provide community programming;
- b. The entity's past record of involvement in the community and Village projects;
- c. The timeliness or readiness of the entity to enter an agreement; and
- d. The actual value of the consideration provided to the Village in exchange for the sponsorship recognition.
- e. The extent to which the sponsorship proposal is likely to generate public controversy.

  
**McFarland**  
**SUMMARY SHEET**

**MEETING DATE:** Tuesday, September 28, 2021

**SECTION:** Business

**DEPARTMENT:** Communications & Technology

**CONTACT:**

**AGENDA ITEM:** Discussion and possible action to approve an updated Community Calendar Policy.

**PREVIOUS ACTION:**

**ISSUE SUMMARY:**

**FINANCIAL/BUDGET IMPACT:**

**VILLAGE PLAN REFERENCE:**

**ORDINANCE REFERENCE:**

**BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:**

**ATTACHMENTS:**

1. McF Community Calendar Policy\_September 2021

## Community Calendar

### **Purpose**

The McFarland Communications & Technology Department is here to serve the Village of McFarland public sphere through multiple communication paths. This document is to provide structure for what can and cannot be posted on the website's community calendar. The calendar will provide information about events happening in the community that are considered cultural, educational, or community based. Events may be posted subject to the guidelines set forth in this policy.

### **Community Calendar Posting Guidelines**

1. Notices must be submitted via the Village website, emailed to [communications@mcfarland.wi.us](mailto:communications@mcfarland.wi.us), or dropped off at the McFarland Municipal Center during regular hours (M-F, 8 a.m. – 4:30 p.m.). Submitted notices must include contact information (name, email, and phone number).
2. Once notices are submitted online, emailed, or delivered to staff, they will be posted on the community calendar within **24 business hours**.
3. Notices will be posted online as early as six months in advanced and for as long as they are current.
4. The Village of McFarland assumes no accountability for not including events of which it received no notification.
5. Events must be open to the public.
6. Religious and political events are permissible for informational purposes or special events; events which have the primary effect to advocate for a single point-of-view will not be posted.
7. Forms of notices that are unacceptable for posting to the calendar may include, but are not limited to:
  - a. Personal notices/events.
  - b. Political campaign events.
  - c. **Commercial or marketing events.**
8. Special consideration may be permitted for special fundraising events such as raising funds for a charity, non-profit, or similar situation.
9. Posting of events does not imply endorsement by Communications and Technology staff nor any other Village department, board, committee, or commission.
10. **The community calendar will remain separate from existing calendars on the Village website, i.e., Village Meetings calendar and Senior Outreach calendar.**
11. The community calendar is equal opportunity and non-discriminating. Events are considered without regard to the race, color, age, sex, gender, religion, national origin, ancestry, disability, marital status, or veteran's status of sponsoring organizations/members.

**Commented [SRM1]:** The Comm and Tech staff found this confusing. Some took it as 3 business days (which is what it actually indicates), others took it as 24 hours of the next business day (unless submitted on a Friday, then it would be posted that following Monday).

**Commented [SRM2]:** Should reconsider. What about local businesses (Ex: Karben4 events)? Open Houses (Ex: Grand opening of new McFarland Apothecary)?

**Commented [SRM3]:** Would like to remove or update for cross promotion purposes.

### **Authority**

- Application of these guidelines will be based on the judgement of the Director of the Communications and Technology Department. The decision of the Director may be appealed to the Communications and Technology Committee Trustees.
- The Director reserves the right to limit the type of event accepted on the community calendar to those that it deems to be in good taste and in keeping with the standards of the community and the mission of the Village of McFarland.

February 2021