

**COMMUNICATIONS
AND TECHNOLOGY
COMMITTEE**

Tuesday, October 26, 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/83003220692>

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Webinar ID: 830 0322 0692

1. CALL TO ORDER.
2. PUBLIC APPEARANCES.
3. APPROVAL OF MINUTES.
 - a. Motion to approve the minutes of the September 28, 2021 meeting.
4. BUSINESS.
 - a. Discussion and possible action to approve the drafted document for the McFarland Cable Underwriting Policy.
 - b. Discussion and feedback on the "Computer Specifications and Lifecycles" document.
5. STAFF REPORTS.
 - a. Technical Specialist Update.
 - b. Director update.
6. SCHEDULE NEXT MEETING DATE.
 - a. To be determined.
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.

VILLAGE OF MCFARLAND

Communications & Technology Committee Minutes

Tuesday, September 28, 2021 - 6:00 PM

1. CALL TO ORDER.

Trustee Carrie Nelson called the regular meeting of the Communications & Technology Committee to order at 6:00 PM.

Members present: Ella Tschopik, CJ Behm, Cole Younger, Eric Kindschi, Blake Draper, Andrew Felt, Carrie Nelson

Members not present: Michael Flaherty, Jason Jasinski

Staff Present: Nicholas Boucher, Andrew Day, Stephanie Miller

2. PUBLIC APPEARANCES.

No public appearances.

3. APPROVAL OF MINUTES.

a. Motion to approve the minutes of the June 22, 2021 meeting.

Motion by Village Trustee Carrie Nelson, seconded by Member Eric Kindschi, to approve the minutes of the June 22, 2021 meeting. Motion carries 7 - 0 - 0 by acclamation.

4. BUSINESS.

a. Discussion and possible action to approve the draft document for the McFarland Cable Underwriting Policy.

Production Assistant, Nicholas Boucher, presented new draft documents regarding underwriting for the McFarland cable channel and broadcasts. Boucher's documents were provided by the Village Lawyer, Attorney Daniel Evans.

Member Eric Kindschi commented that overall, the policy looks good and likes the idea of underwriting within the cable operating guidelines. He also requested that more information be brought forward to the next meeting, which the committee unanimously agreed on.

A question of whether to start with the Village fiscal year or with the school year was mentioned. The committee suggested that organizations should just be able to submit when they're ready and not wait based on a certain time period.

Other questions included whether to only offer with specific sports, as well as looking further in to section (IV, f) and the time allotted.

Ideas and concerns that were mentioned included:

- Starting out simple
- Logo on score graphic versus showing only at beginning and end of broadcast

- Avoid crossing the line of advertising
- How many people stick around after a game has ended and to consider that within the policy

No action was made. Further discussion will be brought to October 2021 meeting.

b. Discussion and possible action to approve an updated Community Calendar Policy.

Director, Stephanie Miller, presented the current Community Calendar policy and discussed some language that needed updating since being approved in February of 2021. The three items needing updates included, item 2, "24 business hours," item 7c, "commercial or marketing events," and item 10, "community calendar remaining separate from other calendars."

The committee decided that item 2 be updated to say, "3 business days."

For item 7c, the committee decided that it should still remain at the discretion of the director, but to also change it say, "commercial or marketing events without a community aspect."

Lastly, the committee decided that item 10 should still remain, but encouraged utilizing the cross promotion aspect that is available within the CivicEngage calendar module.

No action was made.

5. STAFF REPORTS.

a. Technical Specialist update.

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

- School Board equipment installation
- Phone system outage from September 13, 2021
- Spiceworld virtual conference
- Cellular booster at the Public Works Center
- Cablecast updates
- Watchguard installation
- Carousel bulletins
- SnipeIT installation

b. Director update.

Director, Stephanie Miller reported on the following department updates:

- Village social media and recent analytics
 - Instagram

- Facebook
- YouTube
- Newsletters
 - The Lookout - analytics: total subscribers and open rate
 - The Outlook fall/winter release
- Events and productions
 - Government meetings
 - Fall athletics
 - Throwback Thursdays
 - Senior Film Fridays
 - Public Works hydrant flushing and line painting
 - Library New Year's Eve variety show

6. SCHEDULE NEXT MEETING DATE.

a. Tuesday, October 26, 2021 at 6 p.m.

7. ADJOURNMENT.

Motion by Village Trustee Carrie Nelson, seconded by Member Eric Kindschi, to adjourn at 7:19 PM.

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


McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, October 26, 2021

SECTION: Business

DEPARTMENT: Communications & Technology

CONTACT:

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

PREVIOUS ACTION:

ISSUE SUMMARY:

McFarland Cable is pursuing underwriting for future sports seasons. Underwriting is a potential revenue stream that would supplement funding for the cable channel's sporting events, allowing the expansion of equipment and potential wages for broadcast announcers, which are currently staffed by volunteers. A few legal documents have been drafted for use by McFarland Cable / the Village of McFarland, the Sponsorship Policy and Sponsorship agreement. These documents set forth the policy that the cable channel / Village will follow for underwriting, and define the terms of agreement that future sponsors will enter into with the Village. An informational sheet is included, which will be given to potential sponsors as a brief overview of what McFarland Cable is offering for sponsorship opportunities.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. WMCF Sponsorship Packages DRAFT 1
2. Sponsorship Agreement - McFarland 10-15-21
3. Sponsorship Policy_Draft 8-25-2021
4. McFarland Cable 982 Operating Guidelines

WMCF Sponsorship Packages

Every year McFarland Cable (WMCF) broadcasts dozens of live sporting events from McFarland High School athletics. Broadcasts are shown on multiple cable stations as well as the McFarland Cable YouTube page, where every live event is viewable on-demand and reaches hundreds of viewers from within and outside of the community. Every event has a crew of dedicated camera operators, directors, and live announcers that help bring viewers some of the best high school sports coverage around.

WMCF is now offering seasonal sponsorships for local businesses to help support the creation of these broadcasts. Sponsors will have their businesses recognized during breaks in gameplay, as well as the start and end of every event. Seasonal sponsorships will be covered at a variety of different sporting events including, but not limited to: football, volleyball, girls swimming, boys soccer, girls soccer, boys basketball, and girls basketball.

Season Sponsorship

Recognition:

- Sponsor's name and identifying information will be read aloud during breaks, and the start/end of a broadcast.
- An on-screen graphic will be displayed during recognition periods, showing identifying information and a business logo.
- Sponsor will be identified as a cable channel sponsor through the Village website.



Example

Platforms

- TDS / Spectrum: Our sporting events broadcast live on TDS and Spectrum cable and continue to be rerun well after the date of the event.
- McFarland Cable YouTube: Every broadcast is shown live and stays on our YouTube channel for on-demand viewing afterwards. Over time, videos gather potentially thousands of views.

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 programming, and during applicable breaks during programming. 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 during programming on the Village's cable and YouTube channels. Sponsor also grants to the Village, for the term of this Agreement and after the expiration or termination of this Agreement, the right to broadcast recorded programming, originally made during the term of the Sponsorship or sixty (60) days thereafter, on the Village's cable and YouTube channels in which the Sponsor's trademarks, trade names and business logos are shown in the programming. The provisions of this paragraph shall survive the expiration or termination of this Agreement regardless of the cause.

- 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 §1., 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 Cable 98/982 Operating Guidelines

Village of McFarland

A. Purpose/Mission Statement

The purpose of this policy is to establish guidelines for the administration, operations, and programming of McFarland Cable Channel 98/982.

The purpose of McFarland Cable Channel 98/982 is to provide the residents of McFarland with access to information and entertainment from public, educational and governmental sources. McFarland Cable Channel 98/982 develops, produces, and broadcasts quality programming that provides access to local government, improves communications between the government and the public, highlights and documents community events, provides a place to share ideas, and promotes the story of McFarland through the voice of its people.

B. Definitions

- Administrator: McFarland Village Administrator
- Cable: McFarland Cable Channel 98/982, which is a public access, PEG channel run by the Village of McFarland and funded by franchise fees from McFarland residents. Also known as McFarland Cable Station and WMCF.
- CBB: Stands for the Community Bulletin Board, which is a slideshow of messages and PSA's from the Village and the community. The CBB is displayed on the channel when no program is being broadcast.
- Committee: Communications & Technology Committee, a standing committee of the McFarland Village Board.
- Community Producers: Eligible persons who have been given access to Village of McFarland Cable Station equipment/facilities in order to produce a program for distribution via McFarland Cable Channel 98/982.

- Primary Government Meetings: These are the most important regularly scheduled meetings filmed by Cable. They include: Village Board, School Board, and Plan Commission.
- Secondary Government Meetings: All other regularly scheduled meetings that are not included in the Primary Government Meetings category.
- Village: Village of McFarland Government

C. Department Overview

- 1) The Communications & Technology Committee, appointed by the Village President and confirmed by the Village board, is responsible for setting policy and overseeing the administration, operations, and programming of Cable. (McFarland Municipal Code, Sec. 2-358)
- 2) In regards to Cable, the Committee's main duties include, but are not limited to:
 - Development and evaluation of annual operating and capital budget.
 - Development and approval of Cable policies.
 - Resolving complaints about the operations or programming of Cable.
- 3) The McFarland Village Administrator is tasked with the day to day oversight and management of Cable. The Administrator may choose to appoint a manager or managers, to assist with the management and day to day operations of Cable. The managers main duties might include, but are not limited to:
 - Plan, direct, and exercise general supervision over technical and programming operations of Cable.
 - Develop community programming that reflects education, governmental, cultural, religious, and commercial activities of McFarland community.

-Coordinate/conduct live video/taped productions of government meetings and other events in the community.

-Assist in development of annual operating and capital budget.

-Serve as staff support to the Committee.

D. Use of Production Equipment/Facilities

- 1) Use of Village equipment/facilities must be for the purpose of recording and preparing programs for distribution via Cable. Use of Village equipment for personal use or commercial purposes is prohibited.

- 2) Cable equipment and facilities are owned by the Village of McFarland and are primarily reserved for use by Village staff. The following persons are also eligible to use Cable equipment and facilities:
 - Village of McFarland residents
 - Employees of the Village of McFarland
 - Employees/Students of the McFarland School District
 - Members of local non-profit groups and organizations

- 3) Anyone checking out equipment or using Cable facilities must be at least 18 years of age. Anyone between the ages of 16-18 years old must have a legal parent or guardian co-sign all rental agreements.

- 4) Any person who wishes to use Cable equipment or facilities must demonstrate sufficient technical competence, as defined by Cable staff, before being able to check out equipment or use Cable facilities. Once approved by a manager, anyone wishing to use equipment/facilities will be classified as Community Producers.

- 5) Community Producers will be financially liable for any costs of repairing or replacing equipment incurred due to any damage, misuse or theft that occurs while the equipment or facilities are in their use.

- 6) Use of Cable equipment and facilities shall be on a first come, first serve basis. All requests for use of equipment or facilities must be made two weeks prior to the date the equipment/facility is needed.
- 7) Because of Cable production priorities, equipment and staff may not be available at all times. Cable will adhere to the following production and programming priorities, with the top being the highest priority:
 - a) Primary Government Meetings (Live & Replay)
 - b) Community Programs (Sporting Events, Parades, Concerts, etc)
 - c) Secondary Government Meetings
 - d) Submitted programs
 - e) Community Message Board
- 8) If additional technical assistance is needed, arrangements must be made with Cable staff a week prior to the date of production.
- 9) All equipment must be returned to Cable promptly after use or as agreed upon in the rental agreement.
- 10) Cable reserves the right to refuse the use of equipment or facilities to any persons who appear to be under the influence of alcohol or drugs, who engage in inappropriate conduct, or have previously violated the guidelines set out in this policy.

E. Program Submission/Distribution

- 1) Community Producers Responsibilities
 - a) Community Producers are fully responsible for the content of the programs that they produce. This responsibility includes liability against libel, defamation, copyright, and any other legal accountability. Criminal prosecution and/or civil lawsuits can result from illegal use of Cable. Cable staff and other Village staff are neither qualified nor permitted to advise producers about the legality of questionable material.

- 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.

2) Submitting Programs

- a) Locally and non-locally produced programs may be distributed via Cable if they meet the following criteria:

- The program must be sponsored by an eligible person listed in section D2.

- The program must meet the Program Standards set forth in this document.

- The program sponsor must obtain all the necessary rights to the program. This includes all necessary literary, artistic, intellectual, performing, and music rights as well as all necessary clearances from the owners of licensees of such material. Sponsors must be able to document, in writing, that the distribution of such material does not violate the rights of any third party or individuals appearing in the program.

- Technical Standards: All submitted programs must meet minimum technical standards (good quality video & audio) as determined by Cable staff. These programs must also be compatible with cable broadcast equipment. Cable Staff should be contacted prior to the submission of the program to determine what the compatible formats are.

- b) Programs which meet the above criteria and are submitted properly may be distributed a minimum of two times. Cable staff will determine when a program plays in accordance with the production priorities outlined in section D7.

3) Program Standards

- a) All programs distributed via Cable are expected to reflect the general ethical/moral standards of the McFarland community as determined by the Cable staff, Committee, and Village Board.

- b) All submitted programs must have a graphic at the beginning and end of the program that identified the community producer and the program name. This graphic must be displayed for at least eight (8) seconds.
- c) Prohibited Content:
- Any material which constitutes libel, slander, invasion of privacy or publicity rights, or violation of trademark or copyright.

 - Any material which might violate local, state, or federal law.

 - Misrepresentation*: Programs may not contain content that is intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representations or promises.

 - Advertising*: Any submitted programs may not promote the sale of products or services, including prices, or endorse a trade or business.

 - Gambling*: No program may promote or conduct any commercial lottery, raffle, contest or game involving prizes award in whole or part by lot or chance.
- d) Political Content: Legally qualified candidates for public office desiring to use Cable for political programming must adhere to the following:
- For state, county, and municipal offices, material is broadcast after the last official deadline for filing papers has passed, and ending at 6:00 p.m. the day before the election.

 - For federal offices, the material is broadcast beginning six months before the election and ending at 6:00 p.m. the day before the election.

 - The minimum length of a political program in which a candidate appears is three minutes.

 - The total amount of time allotted to any one candidate for public office to appear on Cable in a political program is one hour per month, excluding panel discussions, candidate forums or scheduled governmental meetings that may be covered by Cable.

-Candidates may appear in other programming on Cable provided their roll in the program is incidental. Elected officials may appear in other programming provided that they appear is part of their elected duty.

-Political content must have a disclaimer preceding every program submitted for broadcast. The content of the disclaimer is outlined in section E3-f.

- e) Cable Staff shall make the determination if a program contains prohibited content and is inappropriate for distribution. A program may be classified as inappropriate for distribution if it contains any of the above material or if it contains other material that does not reflect the standards of the McFarland community.
- f) Any programming which does not fall within the above definitions, but which maligns religious groups, attacks racial or ethnic minorities; contains nudity, sexual content, offensive language , or violence of such a nature as to be inappropriate for children will be defined as “Mature Content”. This content may be aired only at times least likely to be viewed by children. The ethical/moral standards of the community will be applied when determining if a program is considered “Mature Content”.
- g) If a program is classified as political or mature content, the following disclaimer must appear for at least five (5) seconds preceding every program that is submitted for broadcast:

The viewpoints expressed in the following program are not necessarily those of McFarland Cable Channel 98/982, the Village of McFarland, its employees or Charter Communications. Each program’s producer or sponsor is responsible for the programs content.

- h) 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. In the case of sporting events, logos and slogans are permitted at halftime or between periods/quarters as well.

-Location, website, and phone number are permitted.

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

F. Community Bulletin Board Submission Guidelines

- 1) Individuals outlined in section D2 are able to submit a written message that will be displayed on the Community Bulletin Board (CBB). All messages must meet the following criteria:
 - a) The message must contain the name, address, and contact information of the person/organization submitting the message.
 - b) The message can be no more than 200 words.
 - c) A graphic or image may be submitted to go with the message. The message sponsor must obtain all the necessary rights to the graphic or image. This includes all necessary literary, artistic, and intellectual rights, as well as all necessary clearances from the owners of licensees of such material. Sponsors must be able to document, in writing, that the distribution of such material does not violate the rights of any third party or individuals appearing in the graphic or image.
 - d) The message may not contain any Prohibited Content listed in E3-c.
 - e) The message may not contain any political content that promotes a political candidate or party.
 - f) All messages distributed via the CBB are expected to reflect the general ethical/moral stands of the McFarland community, as determined by the Cable staff, Committee, and Village Board.
- 2) Cable Staff shall make the determination if a message contains any prohibited content and is inappropriate for distribution. A message may be classified as inappropriate for distribution if it contains any of the above material or if it contains other material that does not reflect the standards of the McFarland community.
- 3) The length of time a message is displayed on the CBB will depend on the content of the message. Cable staff will work with the submitter to determine the length. Cable staff has the final say on the length of time.
- 4) All messages must be submitted to Cable staff via e-mail. If a message cannot be submitted via e-mail, contact Cable staff to make arrangements.

G. Complaint Procedure

- 1) If there is a question regarding the acceptability of program content or a community message, Cable staff should be contacted to address those concerns. If not resolved at the staff level, the issue may be referred to the Committee. If not resolved at the Committee level, the issue may be referred to the Village Board.
- 2) The decisions made by Cable staff concerning acceptable program and message content may be appealed to the Committee by filing a written notice of appeal to the Administrator within ten (10) business days of the staff decision. The decisions made by the Committee may be appealed to the Village Board by filing a written notice of appeal to the Administrator within ten (10) business days of the Committee's decision.
- 3) All written notices of appeal must contain the following:
 - a) Name, Address, and Contact Information,
 - b) A copy of the document from Cable staff explaining why the content was rejected,
 - c) An explanation of why you disagree with the reasons for which cable staff found the submitted content to be unacceptable.


VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Tuesday, October 26, 2021

SECTION: Business

DEPARTMENT: Communications & Technology

CONTACT:

AGENDA ITEM: Discussion and feedback on the "Computer Specifications and Lifecycles" document.

PREVIOUS ACTION:

ISSUE SUMMARY:

After reworking the previously discussed and partially approved Village Technology Plan, the Communications and Technology Department has revamped what they find to be necessary within documentation.

The attached document is to provide guidance on the Village's technology as it changes and evolves. Because of this, we only ask for feedback from the committee. No action is necessary.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Computer Specifications and Lifecycles 2021

Computer Specifications and Lifecycles

Revised 10/13/2021

As technology continues to progress, there is a need to replace computers to prevent loss of productivity due to slow, failing, or incompatible equipment. Towards that end, this policy outlines the minimum specifications and lifecycles of computers within the Village of McFarland. These specifications may be used as guidelines for replacement.

Computer Specifications

- Processors
 - Intel Core i3, 10th generation or later, non-mobile
 - Intel Core i5, 8th generation or later, non-mobile
 - Intel Core i7
 - Intel Core i9
 - AMD Ryzen 3, 4000 series or later
 - AMD Ryzen 5
 - AMD Ryzen 7
 - AMD Ryzen 9
- Memory
 - 4 GB minimum; 8 GB recommended
- Primary Drive
 - 128 GB of solid-state storage minimum; 500 GB of solid-state storage recommended

Computer Lifecycle

- 4 - 6 Years