

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

1. MOVED, that the Mayor and Board of Trustees approve the minutes of the Executive Session of March 25, 2008
2. MOVED, that the Mayor and Board of Trustees adopt a Resolution approving Amended Cable Television Public Access Rules and Regulations
3. MOVED, that the Manager be authorized to contract with Pinnacle Roof Systems, Plainfield, IL for a roof project at the Municipal Garage at a cost of \$58,789 and a 10% contingency allowance of \$5,878; and to contract with Culver Roofing of Gary, IN to re-shingle the gable roof section of the Library at a cost of \$58,233 with a 10 % contingency allowance of \$5,823.
4. MOVED, that the Manager be authorized to purchase a replacement F250 Super Cab truck from Bob Ridings, Inc. in the amount of \$21,314.

5-12-08

AGENDA BRIEFING

DATE: May 6, 2008

TO: Mayor John A Ostenburg
Board of Trustees

FROM: Lawrence G. Kerestes, Director of Community Development

RE: AMENDED CABLE TELEVISION PUBLIC ACCESS RULES AND REGULATIONS

BACKGROUND/DISCUSSION:

As part of the Village's Local Origination Cable Television Programming, in November 2005 the Board approved the Cable Television Public Access Rules & Regulations. Since that time technology has changed and the need to review and update the document is warranted. The Cable Commission began its review at their January 23, 2008 Meeting and completed the work at their April 16 Meeting. In addition all language changes have been reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of May 12, 2008 for consideration.

**A RESOLUTION APPROVING AMENDED
CABLE TELEVISION PUBLIC ACCESS RULES AND REGULATIONS**

WHEREAS, the Village of Park Forest’s Cable Communications Commission (“Commission”) is charged with the duty of establishing “rules for access to the facilities, equipment, channels, studios and mobile equipment, and services” of the Village of Park Forest’s (“Village”) cable systems pursuant to Section 26-64(b)(1) of the Village’s Code of Ordinances; and

WHEREAS, the Commission is further charged with the duty of making “recommendations on policy changes that may be advisable or required” pursuant to Section 26-64(b)(7) of the Village’s Code of Ordinances; and

WHEREAS, pursuant to its above cited duties, at its April 16, 2008 meeting, the Commission recommended by a concurring vote of its members that the Village adopt the attached “Amended Cable Television Public Access Rules and Regulations,” incorporated herein by reference as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, as follows:

SECTION 1. The “Amended Cable Television Public Access Rules and Regulations,” attached hereto and incorporated herein by reference as Exhibit A, is hereby approved and adopted.

SECTION 3. The Village Manager, the Village Clerk, and the Access Coordinator are hereby authorized to execute any and all documents and take any and all actions required pursuant to said Amended Cable Television Public Access Rules and Regulations on behalf of the Village.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this ____ day of May, 2008.

APPROVED:

ATTEST:

Mayor

Village Clerk

VILLAGE OF PARK FOREST

AMENDED CABLE TELEVISION PUBLIC ACCESS RULES AND REGULATIONS

ARTICLE 1. STATEMENT OF PURPOSE

1.1. **Public Access.** "Public Access" refers to specific channels on the cable television systems available to the Village of Park Forest's ("Village") residents for the distribution of community television programming produced by various segments of the community, including community groups, non-profit organizations, and local residents. Cablecast time and designated equipment will be provided on a first-come, first-served non-discriminatory basis, subject to the following rules, regulations, procedures and access restrictions. "Public Access" is also known, and may be referred to in these Rules and Regulations, as public, educational and governmental ("PEG") programming or as "Community Television."

1.2. **Community Use.** The Village believes that a dynamic public access policy, including community outreach in education, as well as technical and financial support, will result in significant benefits to the citizens of the Village. The primary purpose of the following access definitions, regulations and procedures is to encourage the community to provide localized cable television programming that meets community needs and interests.

ARTICLE 2. DEFINITIONS

2.1. **Access Cablecasting:** programs provided by Community Producers, as defined herein, on access channel time provided by the Village.

2.2. **Access Channel Time:** time on a signaling path provided on the cable System by Franchisee for use by Community Producers.

2.3. **Access Coordinator:** a person or persons appointed by the Village responsible for the maintenance, operation and supervision of access channel time, Cablecasting equipment and facilities, and/or the Access Coordinator's designee.

2.4. **Access User:** any group or individual residing within the Village and making proper application for the Village's Cablecasting equipment and/or access channel time and presents Cablecasting programming materials for distribution over the channels operated by the Village.

2.5. **Advertising Material:** any material designed to promote the sale of commercial products or services (including advertising by or on behalf of candidates for public office) or the solicitation of donations, remuneration or barter.

2.6. **Cablecast/Cablecasting:** programming (exclusive of broadcast signals) carried on a cable television system using Village's cable channels.

2.7. **Cable Communications Commission:** the nine (9) person commission composed of Village residents as set forth in the Village's Code of Ordinances, sec. 26-64.

2.8. **Candidate for Public Office:** any person who has publicly announced that she/he is a candidate for nomination by a convention of a political party, or for nomination or election in a special primary, or general election, for municipal, county, state or national office, so that she/he may be voted for by the electorate directly or by means of delegate, or electors, and who has qualified for a place on the ballot, or is eligible under applicable law to be voted for by sticker, by write-in on the

ballot, or by other method, and has been duly nominated by a political party which is commonly known, or makes a substantial showing that she/he is a bona fide candidate for nomination to office.

2.9. **Community:** the collection of any residents, organizations, or any other entity located within the boundaries of the Village.

2.10. **Community Producer:** those persons certified by the Village to use the Village's public access facilities and equipment.

2.11. **Educational Access:** use by educational institutions for production for the purpose of educational access or by non-profit organizations who request assistance in the production of Cablecast access programs that are educational in nature.

2.12. **Franchisee:** ~~any the Village's current cable television franchisee of the Village, Comcast of Illinois XIII, L.P. ("Comcast"), or any successor franchisee.~~

2.13. **Government Access:** use by the Village for the production of local access programming that pertains to the Village.

2.14. **Governmental Agency:** any agency or educational institution that resides within the Village that is organized under the laws of the State of Illinois and serves the community, such as a school or school district, library or library district, park district, forest preserve district or other similar type agency.

2.15. **Grievance Committee:** a three (3) member committee of the Cable Communications Commission, appointed by action of the Commission, that shall hear appeals of matters filed by any Community Producer, or other person permitted to use Village equipment, as provided herein.

2.16. **Lottery:** any promotion, contest or other program that involves the elements of prize, chance and consideration, or any such program that is declared a lottery under applicable local, state, or federal laws.

2.17. **Lottery Information:** any information concerning any lottery, gift enterprise, or similar scheme offering prizes depending upon chance or any list drawn or awarded by means of any such lottery whether that list contains any part or all of the prizes.

2.18. **Media:** an electronic method used to record television images, usually together with associated sound, for subsequent playback and/or broadcasting, including, but not limited to, VHS-1, S-VHS, DVD, MPG2, mini-DVD or other digitized storage.

~~2.18.~~ 2.19. **Minor:** any person under the age of eighteen (18).

~~2.19.~~ 2.20. **Not-for-Profit Organizations:** any organization that is recognized as a 501(c)(3) tax-exempt organization that resides within the Village and is also registered with the State of Illinois as a not-for-profit organization.

~~2.20.~~ 2.21. **Non Commercial Use:** the use of the Village's equipment or channel time for not-for-profit interests of an individual or an organization.

~~2.21.~~ 2.22. **Obscene or Indecent Material:** any material that is obscene or indecent under applicable local, state, or federal laws.

~~2.22.~~ 2.23. **Production Equipment:** the equipment necessary for the local production of video and audio programs, as required by the franchise.

~~2.23.~~ 2.24. **Public Access:** the use of cable channel time and/or designated equipment and facilities by residents, governmental entities and not-for-profit organizations of the Village.

ARTICLE 3. COMMUNITY PRODUCER PROGRAM

3.1. **Community Producer Program Administration.** The Village shall administer a Community Producer program by which residents of the Village and employees or members of not-for-profit organizations and governmental agencies shall be eligible to use the Village's facilities and equipment to produce Cablecasting programs. The Village's Access Coordinator or designee shall administer the Village's Community Producer program.

3.2. **Residency Requirement.** In order to become a Community Producer, an individual and employees, volunteers or members of not-for-profit organizations and governmental agencies must:

3.2.1. Provide proof of residency in the Village (2 forms of identification containing the person's name and address, one of which must be a valid State of Illinois identification card or driver's license). For employees, volunteers or members of not-for-profit organizations and governmental agencies, a person must produce identification showing employment or membership in the organization or governmental agency;

3.2.2. Complete and sign a Community Producer Application and Agreement substantially in the form incorporated herein as Appendix A.

3.2.3. Attend a Community Producer workshop; and

3.1.1. Pay any required membership fee set by the Village or Access Coordinator.

3.3. **Community Producer Workshop.** The Village shall provide instruction to residents in television production techniques in a comprehensive television production workshop. The workshop will include a written manual, detailed lectures and hands-on training. Those persons under eighteen (18) years of age must have the permission of a parent or guardian before participating in the workshop.

3.4. **Certification.** The Village shall provide a certification to those persons who complete the workshop as "Community Producers." Certification shall be based on proven proficiency with all production equipment and the successful completion of a final production. Upon certification, Community Producers are entitled to reserve studio time for the sole purpose of producing programs for Cablecast. The Village may, at its discretion, require community producers to pass a written examination that demonstrates an applicant's proficiency to operate the production equipment. In lieu of the workshop, those with previous knowledge of or experience in television production may take and pass a written proficiency exam available to be certified as a community producer.

3.5. **Certification Privileges.** Certification as a Community Producer entitles a participant to use certain public access facilities and equipment. Community producers shall receive an identification card with an identification number. In order to remain certified, producers must log six hours of activity per twelve-month period beginning with the date of certification. Participants may be required, at the discretion of the Village, to re-certify if the above requirement is not met.

3.6. **Community Producer's Application and Agreement.** The Community Producer's Application and Agreement shall provide that the Community Producer has read, understands and shall abide by the Rules and Regulations contained herein and agrees to be solely responsible for the content of any programs produced or scheduled for Cablecast.

3.7. **Indemnification and Hold Harmless.** All Community Producers shall indemnify and hold harmless the Village and its Franchisee, their officers, directors, employees, agents and

representatives from any and all liability, damage, injury, judgment, including cost of defending claims (including reasonable attorney's fees) arising from or in connection with any claim for failure to comply with any laws, rules or regulation of federal, state or local government, claims of libel, slander or invasion of privacy, claims of infringement of copyright, patent or unauthorized use of any material or trademark, service mark or image, or for any other injury or damage in law or in equity claimed as a result of or from or connected with access user's use of access channel time, equipment, facilities or other resources. The foregoing shall include obscenity claims, as well as any and all other claims related to scheduling or programming on Public Access channel time.

3.8. **Non-Certified Persons.** Persons who accompany certified Community Producers when such Producers use the Village's facilities or equipment, but are not certified themselves, may not operate the Public Access equipment. Community Producers shall be responsible for the actions of their guests, talent, crew and any other persons involved with their production.

3.9. **Use of Public Access Equipment and Facilities by Minors.** Requests for use of production equipment by minors must be made by an adult who agrees to assume responsibility for the equipment. A parent or guardian over the age of eighteen (18) must sign a document: 1) accepting responsibility for damage or other liability arising out of or relating to minor's use of production equipment or facilities, and 2) consenting to and authorizing the appearance of any minors on a Cablecast program. The parent or guardian shall be responsible for any liability resulting from a minor's equipment use.

3.10. **Community Producer Status.** Community Producers shall not be considered agents or employees of the Village or Franchisee. Such persons are independent producers and shall create programming for themselves and/or the organizations they may represent. At no time may any individual or organization identify themselves as an employee or agent of the Village or Franchisee. Community Producers shall not identify their programs or production efforts as being "for the Village of Park Forest" or for Franchisee in any literature or other materials. Rather, Community Producers may indicate that their programs "will be seen on the Village's community television channel."

ARTICLE 4. USE OF PUBLIC ACCESS FACILITIES AND EQUIPMENT

4.1. **Availability.** Designated Public Access equipment is available from the Village for non-commercial productions only for Cablecast on Franchisee's Public Access channels. Equipment shall not be used for private or commercial purposes or for purposes that violate these Rules. Each person who uses the equipment may not represent themselves as employees or agents of the Village or Franchisee.

4.2. **Community Producer Use.** Individuals who are certified as Community Producers may apply to use public access facilities and equipment.

4.3. **Equipment Reservation or Check Out.** Only certified Community Producers may reserve or check out any equipment for use.

4.4. **Scheduling of Equipment Use.** The Access Coordinator shall schedule use of the equipment on a first come, non-discriminatory manner that will maximize fairness and diversity of expression and that will ensure that no one person or group ~~use~~ monopolizes facilities to the disadvantage of others. Scheduling of equipment by the Access Coordinator shall also include the use of any field equipment.

4.5. **Deposits or Charges.** Any deposits and/or charges for the use of Cablecasting equipment, including field equipment, to produce non-commercial programs will be in accordance with the Village's schedule of fees and will be at the discretion of the Access Coordinator and shall be consistent with the goal of providing a low-cost means of communication through the medium of access cable television.

4.7. **Commercial Use of Equipment.** Equipment is provided for non-commercial purposes. Community Producers shall make retroactive payment at current commercial rates to the Village for equipment and staff time if the program or product is substantially used for commercial purposes or if a program is commercially distributed or sold.

4.8. **Equipment Reservations:**

4.8.1. Equipment reservations will be canceled if, without prior notice, the user is more than a half hour late.

4.8.2. Equipment reservation time periods may be extended beyond the limits set forth below if the equipment is available and unreserved.

4.8.3. All equipment use must be scheduled in advance on a first-come, first-served non-discriminatory basis. Such reservations must be made at least 3 days in advance but no more than 90 days in advance.

4.8.4. Exceptions to these Scheduling policies may be granted by the Access Coordinator at the Coordinator's discretion.

4.9. **Setup, Operation, and Cleanup.** The Community Producer is responsible for the setup, operation and cleanup of production equipment within the time period scheduled. The Community Producer must check in with the staff person regarding any special equipment needs or procedures. All use of the studio shall be under the supervision and direction of the staff.

4.10. **Videotapes.** A Community Producer may checkout videotapes for use with the Village's production equipment. Such tapes must be returned with the production equipment or otherwise remain on file at the Village.

4.11. **Community Producer Responsibilities.** Community producers must arrive on time for scheduled studio productions and must have the studio and control room equipment and sets put away before the end of the scheduled time period. It is the responsibility of the Community Producer to fill crew positions from among the pool of certified Community Producers. Village or Franchisee staff should not be considered to fill crew positions. Community producers are expected to be prompt, and arriving more than 30 minutes late for a scheduled appointment on more than one occasion may result in the loss of access privileges and/or certification as a Community Producer indefinitely or for a period of time as determined by the Access Coordinator as provided for in Article 8 herein.

4.12. **Equipment Handling.** Community Producers must follow appropriate procedures for handling and operating equipment and facilities, and assume full responsibility for loss or damage due to negligence or abuse during their scheduled and assigned time. Community Producers who misuse or abuse equipment may be asked to repeat training and may be subject to loss of privileges.

4.13. **Equipment Repairs.** No attempt by Community Producers should be made to repair equipment. Producers who attempt to do so will be charged repair costs for any damage caused in such an attempt and will lose their access privileges. Access producers should promptly report any defects or problems to Comcast staff. Community Producers may not change wiring, patch bays or components on any equipment in the studio and editing facilities without staff permission or supervision.

4.14. **Community Producer Supplies and Materials.** Additional materials and supplies for productions beyond those supplied by the Village (i.e., sets, graphics, videotapes, other materials, etc.), must be supplied by the Community Producer and must be removed from the Village's facilities after production.

ARTICLE 5. PUBLIC ACCESS CHANNEL TIME

5.1. **Program Schedule.** The Access Coordinator, in conjunction with Franchisee, shall schedule programs in a first come non-discriminatory manner that will maximize fairness and diversity of expression and that will ensure that no one person or organization monopolizes facilities to the disadvantage of others. The Access Coordinator shall be guided by the Rules contained herein and may also take community interest into account. Public access programs may, at the discretion of the Village, be Cablecast on any channel designated for the use of PEG access programming.

5.2. **Programming Priority.** Programming shall be scheduled for Cablecast according to the following priority if there is a conflict between any requests for time for Cablecast:

5.2.1. Governmental and educational programming.

5.2.2. First time Producers;

5.2.3. Occasional Community Producers, defined as any Producer that has not had a program Cablecast during the preceding 12 months.

5.2.4. Current Producers/Weekly Producers.

5.3. **Number of Cablecasts.** A Community Producer is restricted to a request for two Cablecasts of any given program per month and not more than one Cablecast in any 24-hour period.

5.4. **Charges.** There will be no charge for the non-commercial use of regular access channel time.

5.5 **Cablecast Form Requests.** Community Producers requesting Cablecast of a program are required to submit a Cablecast form. The form shall include information concerning the program, contact information for the submitter, acknowledgement of responsibility for content, copyright clearance if applicable and compliance with the Village's Rules and Regulations. Requests must be made four weeks in advance, except in case of emergencies.

5.6. **Requests for Specific Times for Cablecast.** Community Producers may request that their programs be Cablecast at specific times, and the Access Coordinator shall determine when programming shall be Cablecast taking into account such requests.

5.7. **Program Submittal.** Programs for Cablecast must be submitted to the Village one week in advance, unless otherwise authorized by the Access Coordinator.

5.8 **Daily Log.** A daily program log will be kept of all programming Cablecast on a given day.

5.9. **Notification of Cablecast Date.** The Access Coordinator shall notify program submitters of the Cablecast date of an individual program no later than one week prior to the telecast date. Following the last Cablecast of a program, the Access Coordinator shall notify the submitter to recover the program. If the tape or other format is not recovered within 30 days from the date notification was sent or otherwise given, the program shall be discarded.

ARTICLE 6. PROGRAMMING

6.1. **Program Content.** Program content should be consistent with community standards and applicable state and federal laws. The Access Coordinator will determine appropriateness of questionable or mature content. If restricted, the program producer can appeal this decision to the Cable Communications Commission Grievance Committee, pursuant to the procedures set forth in

Article 9 herein, whose decision shall be final. Restrictions may include limiting time slots, editing for content, and not airing the program in its entirety.

6.2. **Required Announcement.** The following announcement shall be provided by the Village and Cablecast before the applicant's program material:

"The content and opinions presented in the following program are not necessarily those of the Village of Park Forest or of its cable television franchisee. This Public Access programming is made available through the facilities of the Village of Park Forest Cable Communications Commission."

6.3. **Prohibited Programming.** The following programs or presentations are not permitted on any Public Access channels:

6.3.1. Any program that involves a lottery or any lottery information.

6.3.2. Any program that involves any obscene or indecent material, as determined by State and Federal laws. Obscene material is defined as: (1) material that the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to a prurient interest; (2) that depicts or describes in a patently offensive way sexual conduct as defined by State law; and (3) that, when taken as a whole, lacks serious literary, artistic, political or scientific value.

6.3.3. Any program that involves any advertising material. This Rule will not prevent identification by name only of persons or businesses providing funds, equipment or other items of value to access users producing programming unrelated to the commercial interests of the donor.

6.3.4. Any program that involves any libelous or slanderous material.

6.3.5. Community Producers shall obtain all appropriate copyright, use of image or other similar type clearances before a program may be Cablecast, if applicable. The Village and Franchisee shall not Cablecast programs that do not have all appropriate clearances.

6.3.6. Any program that violates Federal Communications Commission regulations.

6.3.7. Any program or presentation that violates local, state or federal laws.

6.3.8. Any commercial programming or advertising.

6.3.9. Any program that is of an indecent nature, defined as the repetitive and deliberate use of language or material that depicts or describes, whether directly or by innuendo, in terms patently offensive as measured by contemporary community standards for the Cablecast/broadcast medium, sexual or excretory activities or organs, extreme physical violence or degradation, nudity, graphic depiction of medical procedures, and of profanity that would be considered indecent.

6.4. **Political Candidates.** A political candidate's access to Educational and Governmental Access Channels shall be limited to particular formats such as debates and forums sponsored by non-partisan groups. Political expression by individuals and organizations is allowed on the Public Access Channel.

6.5. **Community Producer Responsibility for Program Content.** All Community Producers shall be fully responsible for the content of their programs. Such full responsibility shall include, but not be limited to, making all necessary arrangements with and obtaining all required

clearances from broadcast stations, networks, sponsors, music-licensing organizations, performers' representatives, authors, composers, and any and all other persons or entities that may be necessary to transmit the public access user's program material on access channel time.

6.6. **Copyright.** Community Producers shall own their own programs and hold the copyright, provided a program is Cablecast at least once on an Access Channel. If Village equipment is used for the master version of a program, the Community Producer may make one free copy on the Producer's own media. The Village shall charge for any additional program copies at a rate to be determined by the Village.

6.7. **Cablecasting Rights.** The Village and the Franchisee have the right to maintain a copy of any program in their archives ~~and to Cablecast a program an unlimited number of times, and~~ and to use any program for promotional purposes related to any access channel.

6.8. **Program Authorization.** Only a Community Producer may authorize any other use of a Program not stated herein pursuant to the Producer's copyright.

6.9. **Programming for Mature Audiences.** Upon determination by the Access Coordinator that a program's subject material offered by a Community Producer may offend some viewers due to mature content, an announcement in substantially the following form will precede and/or appear during breaks in Cablecast of that program:

"This program is considered to be of mature theme and therefore, may be considered to be offensive to some viewers. Viewer/parental discretion is advised."

6.10. **Technical Quality of Programming.** The Village reserves the right to not Cablecast, or submit to Franchisee for Cablecast, any programming that is of a low technical quality as determined by the Access Coordinator. In the event a program is of a poor technical quality and the Access Coordinator determines that the program will be aired, the following announcement shall be provided and made by the Village:

"The viewer may find the technical quality of some portions of the following program unsatisfactory."

6.11. **Public Access Channel Time for Minors.** Requests for access channel time on behalf of minors must be made in the name of an adult who agrees to assume responsibility for use by the minor(s). The adult responsible for such minors must also execute the necessary assurances that authorization has been obtained concerning appearance of any minors on a Cablecast program. The adult will also be responsible for any liability resulting from the use of equipment or the appearance by a minor.

6.12. **Submission of Programs for Cablecast.** All videotapes or other formats of programs to be Cablecast (except live programs and events of timely interest determined by pre-arrangement), whether produced independently or through the Village's facilities and equipment, shall be submitted to the Access Coordinator at least 48 hours before the scheduled time of Cablecast to provide an opportunity for review of technical quality and content. The judgment of the Access Coordinator, in conjunction with the Franchisee, shall be final with respect to the use of the particular scheduled program, unless said judgment is appealed pursuant to the provisions contained herein.

6.13. **Outside Funding.** In the event funds, goods, services, equipment or other items of value ("funds") are provided for any Community Producer, including program material which is funded, sponsored, or underwritten, in part or in full by any individual, business or not-for-profit organization ("Underwriter"), the following rules shall apply:

6.13.1. Funds are to be used only to defray the costs of production such as videotapes, sets, and transmission costs.

6.13.2. The program must not advertise the sale of a product or service for sale by the Underwriter.

6.13.3. Underwriting credits may appear only at the beginning or end of the program and must be in the following form to allow identification by name only of persons or businesses providing funds:

"This program was made possible with funds provided by
_____."

6.13.4. Underwriting credits may be no longer than 15 seconds.

6.13.5. Prices of products, phone numbers and specific addresses may not be given. Websites and E-mail addresses provided in order to sell products are prohibited.

6.13.6. The general location, community or neighborhood of an Underwriter may be given.

6.13.7. Corporate logos or still photographs of businesses are permitted during credits at the close of the program. Photographs or depictions of products are not permitted.

6.14. **Applications to Air Programming.** Applications to Cablecast programming on public access must be submitted in writing on the form included herein as Appendix B, and specify or contain the following:

6.14.1. The proposed user's name, address, and phone number.

6.14.2. Times and dates desired and alternatives for channel time;

6.14.3. The exact length of program material;

6.14.4. Must be in VHS1, S-VHS, ~~or 3/4-inch videotape format~~ DVD, MPG2, mini-DVD or other compatible ~~format~~ Media as determined by the Access Coordinator;

6.14.5. A summary statement or synopsis of the content/subject matter and title;

6.14.6. A statement that no advertising, lottery, lottery information material, obscene, slanderous nor libelous material is contained in the program;

6.14.7. A statement that all appropriate arrangements and clearances have been obtained from broadcast stations, networks, music licensing organizations, performers' representatives, sponsors and other persons necessary, without limitation to the above, for authorization to transmit program material over the Village's access channels;

6.14.8. A statement that the access user accepts full responsibility for the content of programming and the consequences of its presentation;

6.14.9. A statement that the access user is familiar with the Village's access operating rules and regulations, and a statement that the user has read and understands the requirements contained within the rules and will comply with them; and

6.14.10. Such other additional information as is necessary to enable the Village's staff to properly perform its playback duties in accordance with the rules that govern the channel(s).

6.15. The creator of non-commercial programming is entitled to all non-commercial use of that program, and may copyright that program in his/her name and be entitled to the rights of a copyright holder.

6.16. The Village reserves the right to unlimited non-exclusive showing for a twenty-four (24) month period following the first showing of an access program created partially or wholly with the Village's equipment.

6.17. Producers of access programs created partially or wholly with the Village's equipment which are later commercially marketed either for rent or sale shall pay the Village a royalty fee equal to 10% of the gross revenues.

ARTICLE 7. EQUIPMENT AND FACILITIES USE RULES

7.1. Food, beverages and smoking are not allowed in the Village's facilities at any time.

7.2. Telephones and other office equipment are for the use of the Village only and may not be used without permission. Facilities and equipment cannot be used for personal profit or remuneration.

7.3. The Access Coordinator, or the Coordinator's designee, reserves the right to restrict any person's use of the facilities and equipment or presence in said facilities, including guests of Community Producers or any others persons.

7.4. Access privileges will be rescinded for noncompliance with any operating Rules and Regulations outlined in this document or for any action that is deemed detrimental to community television.

ARTICLE 8. COMMUNITY PRODUCER DISCIPLINARY RULES

8.1. **Suspension of Certification:** Should the Access Coordinator determine or believe that the statements in the Access User's application are false, misleading or incomplete, the Access Coordinator may determine that programming produced by the Community Producer shall not be Cablecast, nor make access equipment or facilities available to the Community Producer for a time period as determined by the Access Coordinator.

8.2. **Joint Responsibility.** Should the Access Coordinator determine or have reason to believe that the Community Producer has damaged, or lost equipment or otherwise have violated the rules of another access center, it may require that another certified Community Producer jointly assume with the user all the obligations and responsibilities pertaining to the use of the equipment or channel time. Such a requirement for joint responsibility shall be for a period of up to 90 days or until the lost or damaged equipment has been repaired or replaced. Appeals of such requirements may be made to the Grievance Committee.

8.3. **Major Violations.** Community Producer privileges may be suspended for a period of time or revoked for the following reasons which shall be considered "major violations:"

8.3.1. Using access equipment for profit or for purposes other than those set forth in the equipment checkout form.

8.3.2. Taking equipment without the permission of the Access Coordinator.

8.3.3. Negligence in the care, setting up, handling, or use of equipment as determined by the Access Coordinator or damage to the equipment due to abuse.

8.3.4. Failure to schedule, pick-up or return equipment ~~on-time~~ in a timely manner.

8.3.5. Refusal to re-certify when requested to do so by the Village.

8.3.6. Making statements that are knowingly false, misleading, or incomplete as determined solely by the Access Coordinator.

8.3.7. Behaving in a manner that is contrary to federal, state, or local law, including but not limited to theft, assault, sexual harassment, damage to property, acts amounting to an invasion of the personal privacy of another person and/or fraud.

8.3.8. Being under the influence of alcohol or drugs, or carrying a weapon of any kind. Producers or persons in violation of this Rule will be immediately removed from the premises.

8.3.9. Inappropriate behavior by Producers or others, including, but not limited to yelling, using profanity, abusing equipment and physically or verbally abusing another individual.

8.3.10. Failure to comply with the material terms and conditions of these Rules in a timely fashion, as determined by the Access Coordinator, or failure to keep appointments or deadlines without prior notice to, or approval of the Access Coordinator.

8.4. **Minor Violations.** Violations of the following Rules shall be considered "minor violations:"

8.4.1. Failure to follow submittal procedure.

8.4.2. Failure to include a Producer's name on a tape or other format.

8.4.3. Submission of a tape or other format that does not meet technical standards, without prior notification.

8.4.4. Failure to submit a tape or other format as required for playback or late submittal of a tape or other format.

8.4.5. Failure to cancel equipment reservations at least 24 hours in advance.

8.5. **Discipline for Minor Violations.** Minor violations shall be subject to the following discipline or any combination thereof if a more than one violation is committed at the same time at the discretion of the Access Coordinator:

8.5.1. First violation: written warning

8.5.2. Second violation: suspension of any applicable privileges up to thirty days.

8.5.3. Third violation: thirty-day suspension.

8.5.4. Fourth violation: ninety-day suspension.

8.5.5. Fifth violation: permanent loss of access privileges.

8.6. **Resolution of Violations.** All violations of any Rules contained herein require satisfactory resolution of the violation for reinstatement of access privileges.

8.7. **Disciplinary Rules to Serve as Guidelines.** The list contained in Sections 8.3 and 8.4 above are not intended to be inclusive and are intended to be guidelines. Warnings, suspensions or revocations of Community Producer privileges, as may occur for additional reasons not set forth herein as determined by the Access Coordinator, are subject to the appeal rights contained in Article 9 set forth below.

8.8. **Access Coordinator Discretion.** In lieu of a suspension of privileges or revocation, the Access Coordinator or designee may issue a written warning to the Community Producer depending upon the nature of the Rules violation or whether the Community Producer has committed the same or similar violation in the past. Applications, interpretation and enforcement of the rules are solely the responsibility of and within the discretion of the Village through its Access Coordinator or the Coordinator's designee. Appeals of decisions made under these rules may be made according to the appeal procedure set forth herein.

ARTICLE 9. CABLE COMMUNICATIONS COMMISSION GRIEVANCE COMMITTEE

9.1. **Formation of the Grievance Committee.** A Grievance Committee shall be formed by the Cable Communications Commission after adoption of these Rules by the Village at its first regularly scheduled meeting after said adoption. The Grievance Committee shall consist of three members of the Cable Communications Commission. Each Committee member shall serve a one year term beginning on the date of appointment by the Cable Communications Commission. The Committee shall appoint a chair.

9.2. **Appeals of Decisions of the Village.** Any Community Producer, or other person permitted to use Village equipment as provided herein, that disagrees with a decision made pursuant to these Rules and Regulations by the Village, its officers, directors, agents or representatives, including, but not limited to, the Village's Access Coordinator, as to the application of any of the Rules and Regulations contained herein may request a review of the decision by filing an appeal to the Grievance Committee.

9.3. **Appeal Requests.** A request to appeal a decision made pursuant to these Rules and Regulations must be made in writing and served upon the Access Coordinator at the Village Hall within forty-five (45) days from the time the person or entity is informed of the decision of the Village. The Access Coordinator shall then be responsible to submit the appeal to the Grievance Committee Chair for review within fifteen (15) days of receipt of the request.

9.4. **Scheduling of Hearing.** Within thirty (30) days of receipt of the appeal request, or as mutually agreed by the party filing the appeal and the Village, the Grievance Committee Chair will call a meeting of the concerned parties for the purpose of hearing arguments and receiving evidence and testimony relevant to the appeal.

9.5. **Hearing Decision.** The Committee will make a final written decision concerning the case and notify all interested parties within fifteen (15) days of the final hearing of its decision. The determination of the Grievance Committee shall be final. All parties will be entitled to be examined under oath. Any party to the proceeding may be represented by legal counsel.

9.6. **Hearing Costs.** All reasonable costs of such hearing(s) shall be paid for by the aggrieved party unless the Grievance Committee determines that the Access Coordinator's decision which gave rise to the complaint and review was improper and constituted an abuse of discretion, malfeasance or non-feasance. These costs shall include, but not be limited to, rental of audio or television playback equipment, preparation and copying of any transcripts and other expenses related to the production of evidence.

9.7. **Hearings.** Hearings by the Grievance Committee shall be conducted by the Chair at a time and place mutually agreed to by the Community Producer and the Committee Chair.

F:\Park Forest\cable tv\draft public access rules 51020.doc

APPENDIX A

**VILLAGE OF PARK FOREST
COMMUNITY PRODUCER APPLICATION AND
AGREEMENT**

This is an agreement between the Village of Park Forest (“Village”) and the following Community Producer(s) (“Producer”):

Organization _____
Name _____ Tel. _____
Address _____
City _____ State _____ Zip _____
e-mail address _____

1. I have read, am familiar with, and agree to abide by the Cable Television Public Access Rules and Regulations.
2. I understand that I am ultimately responsible for all Village equipment and facilities that I use. I agree to pay for the replacement of any and all equipment damaged or destroyed while signed out to me.
3. I understand I am responsible and agree to hold harmless the Village of Park Forest and its current cable television Franchisees, ~~Comecast of Illinois XIII, L.P. (“Comecast”)~~, their directors, employees, or successors, for any liability, loss, claim, cost or damage of any nature whatsoever which may arise by reason of any claim that any material cablecast or disseminated by me infringes or violates any rights of any person or organization.
4. I understand that payment of any fees gives me only the privilege of participating in accordance with the Village’s Cable Television Public Access Rules and Regulations. I have no contractual rights to enforcement or continuation of those rules in their present form.
5. I affirmatively state that I am resident of the Village of Park Forest and I have provided proof of said residency to the Village by providing two (2) forms of identification, including a valid State of Illinois identification card or driver’s license, and/or that I am an employee, member or volunteer of a governmental agency or of not-for-profit organizations that resides in the Village of Park Forest.

Producer _____
Signature _____ Date _____
Name (print) _____ ID# _____
Address _____ Zip _____
Phone (H) _____ (W) _____
If member is a minor, signature of a parent/guardian is required.
Name _____ Relationship _____
Signature _____ Phone _____

APPENDIX B

VILLAGE OF PARK FOREST PROGRAM APPLICATION FORM

This is an agreement between the Village of Park Forest ("Village") and the Community Producer(s) or Outside Producer named below ("Producer"):

1. The Producer understands that he/she assumes full responsibility for any disputes arising from unauthorized use of copyrighted material, agrees to hold harmless in any such disputes the Village and Franchisee, and their directors, officers, employees, agents and representatives and that all rights and releases, including but not limited to, talent, graphics, photos, and other materials, have been properly obtained and cleared for cablecast.
2. The Producer understands that he/she will receive no financial or other payment for the use of his/her program for cablecast on the Public Access Channel.
3. The Producer is thoroughly familiar with the contents of the program and affirmatively states that no advertising material, obscene or indecent material, or lottery information appears on the program.
4. The Producer gives the Village Public Access Channel full authority to use the images, likeness, names or excerpts of the videotape(s) for promotion, screening, advertising purposes or any other use.
5. All rights to the material other than licensed by this agreement remain with the Producer. Original material will be returned to the Producer.
6. The Producer understands that he/she is a Village of Park Forest resident and his/her name, address, and telephone number will be on file with the Public Access Channel.
7. The Village reserves the right to pre-empt any scheduling of the program submitted herein.
8. The Producer accepts full responsibility for the program and its content and affirmatively states that the program complies with all of the Village's Cable Television Public Access Rules and Regulations, and the Producer understands that failure to observe said Rules may result in the denial of further use of access facilities.
9. The Producer affirmatively states that he/she has obtained all necessary clearances and permissions from any and all organizations, groups and individuals as may be needed to tape and/or cablecast material on the Public Access Channel. By submitting material to the Village for cablecast, he/she certifies that he/she has fulfilled these obligations.
10. By signing below, the Producer acknowledges that all information contained herein is truthful and that the Producer has read the Village's Cable Television Public Access Rules and Regulations. The Producer understands that failure to observe these rules may result in the denial of further use of access facilities.
11. The Producer totally assumes all responsibility for the material contained on the program submitted with this application.

I HEREBY REQUEST THE CABLECAST OF THE FOLLOWING PROGRAM ON THE PUBLIC ACCESS CHANNEL:

PROGRAM TITLE: _____

Format: VHS _____ 3/4" _____ Sony DVD _____ Mini-DVD _____ MPG2 _____ Other _____

Brief Description (include elements such as topic, host, guests, locations, etc.) This description may be used by the Village of Park Forest, ~~Star Publications~~, newspapers or other ~~newspapers~~ publications, so please write your description as you wish it to appear.

Special Airing Request: _____

Does the show contain **dated material**? For example: dates or topics will soon be outdated?

Yes _____ No _____

Seasonal _____ Start Date _____ End Date _____

If YES, please state the final date this show should be aired: _____, _____.

Total Running Time (TRT) from end of countdown to end of show: ____:____:____.

Producer(s) Name: _____ **Phone:** () _____

Address _____

City _____ State _____ Zip _____

Sponsor(s) Name: _____ **Phone:** () _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

Name (print) _____ ID# _____

Address _____

City _____ State _____ Zip _____

AGENDA BRIEFING

DATE: May 7, 2008

TO: President Ostenburg
Board of Trustees

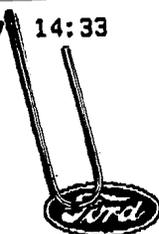
FROM: Rob Gunther
Superintendent of Parks

RE: Purchase of Truck

BACKGROUND/DISCUSSION:

The 2007-2008 Budget included \$25,000 for replacement of Truck #140 used by the Parks Department. A vehicle like the one to be replaced was found on the State of Illinois joint purchase list with a due date of May 9th. Since the vehicle was well under the budgeted amount, an order was placed for this vehicle to be ratified by the Board at the next regular meeting. We request your ratification of the purchase of a 2008 Ford F250 Super Cab 2wd pickup from Bob Ridings, Inc. in the amount of \$21,314.00 from the Vehicle Services Fund.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of May 12, 2008 for your consideration.



Thursday, May 01, 2008

ROB GUNTHER
VILLAGE OF PARK FOREST
350 VICTORY DR
PARK FOREST, IL 60466

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are considering us for your new truck and we can order it as follows. Note delivery is estimated in 90-120 days or more after your order.

1	2008 Ford F250 Super Cab 2wd Pickup	
	Includes all Standard Pkg. Equipment	\$17,095.00
	USE 8ft LONG Bed	\$200.00
	DELETE Air Conditioning	(-\$625.00)
ADD	Cloth Bench Seat	\$140.00
	Tilt Wheel ONLY	\$135.00
	Heavy Service Suspension	\$125.00
	Factory Black Cab Running Bds	\$350.00
	Deluxe Molded Mudflaps	\$125.00
	RHINO Liner Spray in Bedliner	\$550.00
	BACKRACK Cab Protector	\$299.00
	TOMMYGATE Mdl 60 Liftgate	\$2695.00
	Delivery to your Location	\$225.00

White Ext, Stone Taupe Clqth Bench Seat, Full Vinyl Floor Covering

YOUR TOTAL, P/O# Pending \$21,314.00

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
NOTE at delivery we will provide license and title paperwork but will not be processing it for you.

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews
Fleet Sales Manager

**Bob Ridings
Ford - Chrysler - Jeep**

931 Springfield Rd. • Taylorville, IL 62568

Phone: 217-824-2207 • Fax: 217-824-4252 • web: www.bobridings.com

AGENDA BRIEFING

DATE: May 7, 2008

TO: President Ostenburg
Board of Trustees

FROM: Rob Gunther
Superintendent of Parks

RE: Roof projects

BACKGROUND/DISCUSSION:

Recently the Board approved a budget amendment for two roofing projects. The first for \$100,000 at the Municipal Garage, south section and the second for \$80,000 to re-shingle the gable roof sections at the Park Forest Public Library. A total of six bids were received and are summarized in the chart.

	Knickerbocker Roofing, Harvey IL	Bennett & Brosseau, Romeoville IL	Culver Roofing, Gary IN	Pinnacle Roof Systems, Plainfield IL	Anthony Roofing, Aurora IL	Solaris Roofing Solutions, West Chicago IL
Municipal Garage	\$82,000	\$66,085	\$63,789	\$58,800	\$91,316	\$66,180
Library	\$63,034	\$99,734	\$58,233	\$95,300	No Bid	\$95,935

The low bidder for the municipal Garage was Pinnacle Roof Systems from Plainfield, IL. We have not worked with this contractor before but they are approved by the manufacturer of the roof system we specify and have good references. The low bidder for the Library work was Culver Roofing, Inc. from Gary, IN. We have done considerable work with this contractor. I recommend the Village contract with Pinnacle Roof Systems to complete the roof work at the Municipal Garage for \$58,800.00 and with Culver Roofing, Inc. to complete the work at the Library for \$58,233.00.

We also request a 10% contingency allowance not to exceed \$11,703.00 for the two projects. This would cover any unforeseen replacement of damaged roof decking that might become apparent as the roof membrane is removed.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Regular meeting of May 12, 2008 for your consideration.