

**LUVERNE PUBLIC ACCESS
POLICIES AND PROCEDURES**

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1. Intent of Public Access Policies & Procedures

It is the intent of the City of Luverne to provide opportunities for individuals, educational, governmental, civic and charitable groups within the Greater Luverne Area to produce and cablecast/broadcast programs on the community access channels. However, in order to provide such opportunities, it is necessary to establish policies and procedures governing such use. It is the intent of these policies and procedures to provide only minimal guidelines in order to encourage use of the community access channels through a wide range of programming opportunities. In all instances, final authority regarding the use of the community access channels rests with the Luverne Cable Television Advisory Board.

2. Definitions

- A. **City:** Means the City of Luverne.
- B. **Community Access Channels:** Means the channels provided pursuant to franchise agreements with cable television operators for “Public, Educational and Government” (PEG) programming.
- C. **Community Producer:** Means the producer or sponsor of a cablecast program for which a program submission form has been made to the LUVTV staff. The “Community Producer” is responsible for all production and programming associated with the cablecast request.
- D. **Greater Luverne Area:** Means an area within a thirty (30) mile radius of the City of Luverne.
- E. **Local Events:** Means cablecast programs wherein the primary topic of the cablecast is directly related to persons, places, programs or events associated with the Greater Luverne Area.
- F. **Locally Produced Programs:** Means cablecast programs wherein the production of the program occurs within the Greater Luverne Area.
- G. **Luverne Cable Television Advisory Board:** Means the board created pursuant to the cable television franchise agreements to oversee and supervise the operations of the cable television operators.
- H. **Luverne Public Cable Access Television:** Means LUVTV.
- I. **LUVTV Staff:** Means the City Administrator or designee(s).

J. **PEG Channels:** Means the Public, Educational and Governmental channels.

K. **Program Submission Form:** Means the form which must be completed when requesting access to the PEG channels. The completed form will be reviewed by the LUVTV staff which may approve, disapprove, or modify the request.

L. **Sponsorship:** Means goods, services, or grants in aid of a production provided to a community producer by a third party, not to include salary, pay, per-diem, or any form of profit paid to the producer(s) or staff.

3. **PROGRAM CONTENT AND OWNERSHIP**

A. The community access channels shall not be used to advertise or promote the sale of products or services, including advertising for or endorsement of candidates for public office. Description or praise of a product, service, or business which encourages purchase is not permitted. Intentionally, showing business or product names, logos, and other symbols specifically for advertising or promotion is prohibited.

B. Lotteries or lottery information shall not be cablecast.

C. Programming containing defamation is prohibited. Defamation shall mean any material in a program and/or presentation that in the judgment of LUVTV staff could be deemed defamation, slander or libel by local community standards or by standards established by any federal, state, or local regulation or law.

D. No obscene or indecent material will be cablecast. The U.S. Supreme Court has set forth the following standard for determining whether material is obscene:

1. The material or program which "taken as a whole" by the "average person" applying contemporary community standards appeals to the prurient interest in sex, portrays sexual conduct in a patently offensive way, and lacks serious literary, artistic, political, or scientific value.

2. The Supreme Court has stated that prurient may be constitutionally defined for the purpose of identifying obscenity as "that which appeals to a shameful or morbid interest in sex."

E. All programs proposed for cablecast on the community access channels shall be of sufficient video quality and audio quality so as to be recognizable by the audience. It shall be the responsibility of LUVTV staff to review such programs as may be requested for cablecast to determine that such programs

are of sufficient video quality and audio quality so as to be recognizable by the audience.

F. The community producer is responsible for obtaining all clearances from the owner for use of any copyrighted or protected material, including music licensing organizations, program distributors, and any other persons necessary to authorize transmission of program material on the access channels.

G. The community producer is responsible for securing all talent releases and must be able to document that the cablecasting of the program does not violate the rights of a third party.

H. The community producer agrees to assume full responsibility for any and all disputes arising from unauthorized use of copyrighted material, and agrees to hold harmless defend and indemnify in such disputes the City of Luverne, LUVTV, the cable operator serving the City, and their affiliates, officers, agents, and employees.

I. LUVTV is not responsible for loss of program content due to damaged or lost material.

4. CABLECASTING

A. Completion and submission of a PROGRAM SUBMISSION FORM (see Attachment A) will constitute a formal request for cablecast time. A PROGRAM SUBMISSION FORM is required for any program to be cablecast, whether locally produced, dropped off or mailed to LUVTV.

1. Programming can be submitted in the following ways:

- i. Fill out the online program submission form; acceptable format parameters online program submission:
 - Codec: MPEG2
 - File extension: .mpg, .mpeg
 - Profile: Main (420), 422
 - Frame Size: 720X480
 - Frame Rate: 29.97
 - Audio codec: MP2 (MPEG 1 Layer 2), PCM
 - PCM audio bits per sample: 16, 24, 32
 - Audio sample rate: 48Khz

2. Mail in or drop off your program submission form, proof of residency and DVD playable disk to:

City of Luverne
ATTN: LUVTV
PO Box 659
305 E. Luverne Street
Luverne, MN 56156

Office hours: Monday through Friday 8:30 a.m. to 4:30 p.m.

B. Channel time may be requested up to one month in advance. The date of the request shall be the date that the completed and signed PROGRAM SUBMISSION FORM is submitted to LUVTV Staff.

C. LUVTV staff will attempt to satisfy requests for the cablecast of programs at specific times on specific dates, depending on the availability of channel time.

D. LUVTV staff may, in its sole discretion, determine that the excessive requested use of the PEG channels by any community producer to the exclusion of any other community producer may not be in furtherance of the policies and procedures governing the use of the PEG channels. Channel use limitations may be applied in cases wherein the policies and procedures governing the use of the PEG channels are not being adhered to. Such determination by LUVTV staff shall only apply when more than one community producer has requested cablecast opportunities on the same date and time.

E. Regularly scheduled series time slots may be allowed at the discretion of LUVTV staff. Series will be scheduled for a maximum of one (1) year, after which the community producer must submit another PROGRAM SUBMISSION FORM. If a community producer of a series fails to submit new programs for more than two consecutive scheduling cycles, the remaining portion of the series is cancelled and the cablecast time slot may be reassigned.

F. In allocating channel time, the following priorities will be considered when more than one community producer has requested the same cablecast date and time:

1. Such requests will be filled on a first-come, first-served basis.
2. Local events/programs will receive priority.
3. Non-locally produced programming.
4. Regularly scheduled series time slots may be allocated at the discretion of LUVTV staff.

G. All programs submitted for cablecast must be clearly labeled on the DVD with the name of the program; the exact length (in hours, minutes, and seconds); the name, address, and telephone number of the person requesting cablecast;

and any special instructions. In addition, the person requesting cablecast is responsible for securing all clearances and releases for the program. The clearance and releases must be in writing and must be presented at the time the material is submitted.

H. The community producer and/or sponsor are responsible for picking up their materials. Unless other arrangements have been made, if the materials are not picked up within four weeks, the materials may then be disposed or recycled.

5. SPONSORSHIP AND PROMOTION

A. Community producers may seek funding for or sponsorship of their programs from private and/or public sources. Credit to funding sources shall be the sole responsibility of the community producer. Such credit may only be provided at the beginning and ending of the program and shall be limited to a statement that financial assistance or support was provided by the funding source.

B. A character-generated name or logo may appear in the credit statement; provided, however, no address, telephone numbers, or pictures of the sponsor or funding source or other reference to the sponsor or funding source shall be included in the credit statement. The two production methods in which sponsorship may be displayed must follow one and/or the other of these two formats:

1. Special thanks to (name of sponsor) for (goods, services, or support provided), and/or,
2. This program made possible (in part) by a grant from (name of sponsor).

C. No price or call to action may be included in the sponsorship credit.

D. Individual sponsorship messages shall be no longer than 15 seconds.

E. Sponsorship messages must be reviewed by the LUVTV staff.

F. A maximum of 60 seconds of sponsor acknowledgements will be allowed before or after a single program, along with placement during "natural breaks" in programs. In addition, no more than 10 percent of any programming hour will consist of sponsorship messages.

G. In-kind sponsorships donating goods or services are allowed subject to the approval of LUVTV staff.

H. Failure to follow sponsorship guidelines will result in the program being withdrawn from channel playback. Sponsorship must meet IRS Guidelines. See Attachment B "IRS Sponsorship Guidelines."

6. RECORD RETENTION

A. The City of Luverne and LUVTV reserve the right to purge audio and video files pursuant to the adopted General Records Retention Schedule for Minnesota.

7. REGULATION OF POLICIES

A. The City of Luverne and LUVTV reserve the right to waive any self-imposed regulation when such waiver is judged to be in the public interest.

B. Any person seeking relief against the City of Luverne relating to any programming on LUVTV shall be limited to injunctive relief and declaratory relief.

8. VIOLATIONS AND DISPUTES

A. Unless otherwise stipulated in these guidelines, three violations of the above guidelines will result in a loss of all access privileges for up to one year. A single violation of a more serious nature, in the sole discretion and determination of LUVTV staff, may result in immediate suspension of all privileges for up to six months. Failure to deal with the LUVTV staff in a straight-forward, truthful, and courteous manner will also be considered a violation of the above guidelines.

B. Should anyone, including community producers and the viewing public, dispute any action taken by LUVTV and its staff, and/or their interpretation of the LUVTV policies, and/or request the censorship of a public access program(s), the following process shall be followed:

1. Request a meeting with the LUVTV staff to discuss the issue(s).
2. If still unresolved, the matter may be appealed to the Luverne Cable Television Advisory Board.
3. The Luverne City Council is not involved in any way with specific disputes with these policies and procedures; however, they reserve the right to modify the policies and procedures as necessary.

9. STATEMENT OF NON-CENSORSHIP OF PUBLIC ACCESS CHANNEL(S)

A. The City of Luverne shall not exercise editorial control over programming presented on LUVTV. LUVTV does not assume responsibility for viewing programs. All program content is the responsibility of the community producer. Any program will be cablecast/broadcast unless it is known that it violates Section 3 A, B, C, or D herein or Section 9 (B) or (C) below.

B. Violations may result in cancellation of the community producer's program, or in the case of repeated violations of the Policies and Procedures, suspension of the privilege to use LUVTV's facilities, equipment and community access channels in accordance with the procedures set forth in Section 8.

10. CITY OF LUVERNE PUBLIC ACCESS CHANNELS

3 LUVTV – Luverne Community Television

301 LUVTVHD – Luverne Community Television

11. CONTACT INFORMATION

Web: www.cityofluverne.org/luvtv

Phone: 507-449-2388

12. CABLE TELEVISION ADVISORY BOARD AND COUNCIL APPROVAL

Recommended by Cable Television Advisory Board: May 1, 2017

Adopted by Luverne City Council: May 9, 2017

ATTACHMENT A



PROGRAM SUBMISSION FORM

Date of Request: _____ Date Request Received: _____

Date(s) of Proposed Broadcast: _____

Community Producer: _____ Telephone # _____

Community Producer Address: _____

Name of Sponsor (if any): _____ Telephone # _____

Sponsor Address: _____

Sponsor Contact: _____

Name of Proposed Cablecast Program: _____

Description of Cablecast Program: _____

Does the Proposed Cablecast Program Qualify as a "Local Event?" Yes No

Does the Proposed Cablecast Program Qualify as a "Locally Produced Program?"

Yes No

I certify that I have read Luverne Public Access Cable TV Policies & Procedures, and I understand that I am responsible for the content of the program that I produced for playback on the access channel(s). I understand that if I am sponsoring a program as a resident of Luverne not made at Luverne Public Access Cable TV and/or not produced by me, that I assume the same responsibilities as a producer for the content of the program according to the Luverne Public Access Cable TV Policies & Procedures. I affirm that:

- No lottery information will be cablecast
- No obscene/indecent material or language shall be cablecast, nor programs that promote illegal acts.
- The program contains no advertising, soliciting for funds, or revenue generating activity.
- All clearances have been obtained from performers/talent, stations, sponsors, copyright holders, etc.
- If a live cablecast, I have taken reasonable measures to ensure compliance with this statement.

I assume full responsibility for any disputes arising from unauthorized use of copyrighted material. As producer or sponsor, I am solely responsible for the content of this program.

SIGNATURE _____

NAME (PLEASE PRINT) _____

STREET ADDRESS _____

CITY STATE ZIP _____

HOME PHONE _____ CELL PHONE _____

E-MAIL _____

Date of Review by LUVTV Staff: _____

Action:

Approved: _____ Conditional Approval: _____ Denied: _____

Statement of Cablecast Conditions/Restrictions/Denial: _____

LUVTV Staff Initials _____

Date _____

ATTACHMENT B

IRS Sponsorship Guidelines

OK	NOT OK
<ul style="list-style-type: none">• Logo/Slogan (Logo or slogan that is an established part of the sponsor's identity is NOT considered to contain comparative or qualitative descriptions)• Sponsor Locations• Sponsor Telephone Numbers• Value-neutral descriptions including display, visual depictions of sponsor's product line or services• Brand/trade name product or service listings	<ul style="list-style-type: none">• Promote the sponsor's products, services, and/or facilities• Comparative or qualitative descriptions of products, services, facilities, or company• Price information or other indications of savings/value• Call to action• Endorsement• Inducement to buy, sell, rent or lease product or service (Distribution of the sponsor's product to the general public at the sponsored event is <i>NOT</i> considered "inducement")