

**CHAPTER 7  
CITY HALL FACILITIES, COMMUNITY EVENT SIGN**

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**7.01 CITY HALL USES**

A. **ACCEPTED USES:** Access to City Hall meeting room areas ("facility") on matters other than official City business or City-sponsored events shall be restricted to the following classes of organizations, corporations or agencies:

1. Governmental or quasi-governmental units or districts which are wholly or partly coterminous within the City; or
2. Bona fide charitable or not-for-profit organizations, entities or corporations which have a substantial involvement or provide a substantial benefit to the citizens of the City.

An organization shall be deemed to have substantial involvement or provide a substantial benefit in the City if either a majority of its members are residents or, in the case of regional organizations, if the City falls within the region.

B. **PROHIBITED USES:** Prohibited uses of the facility are as follows:

1. No religious services shall be permitted. However, the offering of a prayer or invocation prior to a meeting shall not be considered a religious service.
2. No commercial enterprises, solicitation or sales of merchandise whatsoever shall be transacted.

C. **CANCELLATION:** The City reserves the right to deny permission, or cancel permission once permission is granted, for any reason and shall not be responsible for any loss, cost, or damage or injury of any sort, direct or indirect.

**7.02 CITY HALL USE PROCEDURES**

A. **PROCEDURES:** All requests for use of the facility shall be made in writing to the Administrator not less than 15 days prior to the date for of use. Such request shall identify one or more local residents for purposes of receiving any communication relative to the request and also to act as the responsible party for compliance with all rules and regulations pertaining to facility use. The Administrator may also request supporting documentation to confirm that the group is a permitted user.

B. **CLEANUP:** Any facility user shall be responsible for the condition of the facility and all property within it, and shall leave the facility and all property in its original condition. In the event the City has to cleanup, repair or replace the facility and/or any property the organization, through the designated responsible person, shall be responsible for the City incurred costs plus an administration fee equal to 50 percent of the cost.

C. HOURS: Use of the facility is restricted to the hours of 6 a.m. to 11 p.m. Any user group may post a notice, subject to the approval of the Administrator, in the front door area of City Hall not more than 36 hours prior to the use of the facility. Said notice shall be removed immediately after the use.

D. RULES AND REGULATIONS: The Administrator shall make available to users any other rules and regulations deemed necessary for the use of the facility.

E. INDEMNIFICATION: Each organization using the facility shall indemnify and hold the City harmless from any loss, damage or claim of loss or damage or injury of any sort arising or alleged to have arisen from the use of the building. Proof of such insurance shall be provided to the Administrator prior to use of the facility.

### 7.03 COMMUNITY EVENT SIGN

The following guidelines, rules and regulations shall apply to the use of the Community Event Sign (for purposes of this Section 7.03, "Sign") located at North State Street:

1. Access to the Sign for announcements other than official City business or City-sponsored events shall be restricted to the following classes of organizations, corporations or agencies:
  - a. Governmental or quasi-governmental units or districts which are wholly or partly coterminous with the City; or
  - b. Bonafide charitable or not-for-profit organizations, entities or corporations that have a substantial involvement or provide a substantial benefit to the citizens in the Marengo community. An organization shall be deemed to have a substantial benefit in the community if either a majority of its members are City residents or, in the case of a regional organization, the City falls within the region.
2. No religious services may be announced or advertised on the Sign.
3. No commercial enterprises, solicitation or sales of merchandise whatsoever may be announced or advertised on the Sign.
4. All requests for use of the Sign shall be made in writing to the City not less than 15 nor more than 180 days prior to the date for which the announcement is sought. Each such request shall identify one or more City resident for purposes of receiving any communication relative to the request and also to act as a responsible party for compliance with all rules and regulations pertaining to sign use. The City may also request supporting documentation to confirm the group meets the qualifications of this Section 7.03.
5. No message shall remain on the Sign for less than seven days nor more than 14 days. For purposes of this Section 7.03, the time period for a message shall begin at 9 a.m. each Tuesday and conclude at 9 a.m. the following Tuesday.
6. The fee for the use of the Sign shall be determined from time to time by the City Council.
7. Requests for canceling a scheduled message must be tendered to the City, in writing, not less than 15 days prior to the scheduled appearance in order to receive a refund of the fee.

8. Reservations for the Sign shall be on a first come first served space available basis using the City's receipt of the request as the date/time of receipt.
9. All messages placed on the Sign will be with the standard fonts provided. The City reserves the right to edit the text of requested messages as it deems necessary. One complete line of blank text shall remain between messages.
10. Within 24 hours after an announcement is placed on the sign the City shall be notified of any errors in the posted announcement.
11. Each entity using the Sign agrees to indemnify and hold the City harmless from any damage or claim of loss or damage or injury of any sort arising or alleged to have arisen from its use of the sign.
12. The City shall not be responsible for any loss, cost or damage or injury of any sort, direct or indirect, associated with the message.
13. The City reserves the right to withdraw permission for a scheduled message at any time.