

Rent/Use of City Facilities During COVID-19

Dear Renter/User,

During this time, we are implementing special protocols for individuals and entities that wish to use or rent our City of Stow facilities and amenities. These special protocols are in addition to any other usual agreement we have in place for use or rent of our facilities or amenities.

You will be required to sign the attached waiver indicating you are responsible for implementing protocols related to COVID-19. (See attached Responsible Restart Ohio mandates and best practices.)

Additionally, we strongly recommend and encourage you to keep the attendance of your event at 50% of the facility's normal capacity as follows, in order to allow for social distancing and other safety protocols:

FACILITY	USUAL CAPACITY	RECOMMENDED CAPACITY
Silver Springs Lodge	160	80
Heritage Barn	180	90
Lakeview Shelter	90	45
Oak Tree Shelter	120	60
Oregon Trail Facility	49	25
Ballfields		TBD

If a floor plan is required, we will review it's adherence to the established social distancing protocols.

In accordance with the Responsible Restart Ohio Mandates and Best Practices for Banquets, etc., the City will disinfect every facility (if applicable) prior to its use, and post related signage. Thank you in advance for adhering to the protocols put in place for the safety of everyone. If you should have questions, please contact me.

Regards,

Linda Nahrstedt
Director, Stow Parks & Recreation

330.689.5100
lnahrstedt@stow.oh.us



Stow Parks & Recreation Department

Stow City Hall - 3760 Darrow Road Stow, OH 44224 330-689-5100

Application for Rental Permit: Lodge / Picnic Shelter

Today's Date _____ **Renter Information: PLEASE PRINT**

Renter's Name: _____ Home Phone: _____

Renter Address: _____ Alt. Phone: _____

City/State/Zip: _____ Email: _____

Rental Information:
 Group Name & Activity Planned: _____

Estimated Number of Guests: _____ Time Frame: Open: _____ Close: _____ Include Set up/Clean Up time needed

Resident Rate: Proof of residency is required to qualify for the Resident Rental Rate. The individual renting the facility must present a current legal Photo ID or Utility Bill indicating residence within the City of Stow. Please Note: The individual named as the Renter is the responsible obligated party. The security deposit will be refunded and or damages incurred will be charged to the individual listed as the Renter.

Rental Date	Rental Facility	Weekend Rental Fees* Friday, Saturday, Sunday	Weekday Rental Fees Monday - Thursday	Security Deposit
	Silver Springs Lodge 5027 Stow Road Capacity: 160	Resident: \$450.00 Non Resident: \$550.00	Resident: \$110.00 Non Resident: \$200.00	\$100.00 No Alcohol \$200.00 With Alcohol
	Heritage Barn 5238 Young Road Capacity: 180 No Air Conditioning	Resident: \$450.00 Non Resident: \$550.00	Resident: \$110.00 Non Resident: \$200.00	\$100.00 No Alcohol \$200.00 With Alcohol
	Oak Tree Picnic Shelter Silver Springs Park Capacity: 120 Located near Playground	Resident: \$60.00 Non Resident: \$90.00	Resident: \$60.00 Non Resident: \$90.00	No Deposit No Alcohol Permitted
	Lakeview Picnic Shelter Silver Springs Park Capacity: 90 Located on Hill overlooking Lake	Resident: \$50.00 Non Resident: \$75.00	Resident: \$50.00 Non Resident: \$75.00	No Deposit No Alcohol Permitted

*Holiday Rates Apply on all City designated holidays. (Silver Springs Lodge & Heritage Barn) Resident Rate: \$500 / Non Resident Rate: \$600

Will You Be Serving Alcohol? Check One: NO or YES If Yes Read & Sign Below

APPLICATION FOR CONSUMPTION OF ALCOHOL

I, the undersigned applicant, do agree to the following terms of this application for consumption of alcoholic beverages inside Silver Springs Lodge at 5027 Stow Road, Stow, Ohio 44224, or Heritage Barn at 5236 Young Road, Stow, Ohio 44224.

A Alcoholic beverages can only be consumed inside the facility itself and no drinks will be served or consumed out-of-doors including the area immediately surrounding the Silver Springs Lodge or Heritage Barn.

B The City assumes no duty of supervision in the provision of alcoholic beverages and the applicant agrees to hold the City, its agents and employees, harmless, fully indemnify and assumes any and all host liability or other liability to guests, invitees, relatives, friends or third parties who may be injured directly and proximately by the provision of alcoholic beverages, of any sort whatsoever, whether for profit, not for profit, or purely such reasons, whether the same result from intoxication or are contributed to by intoxication.

C An Alcohol Use Deposit in the amount of \$100.00 (in addition to the required the facility deposit) will be posted by me to cover the circumstances that may occur during my use of said facilities, understanding that all or part of the deposit(s) could be retained for violation of any of the stated rules herein as well as additional charges that may be levied to cover costs of excessive cleaning or damages to the facility, equipment or grounds.

I agree to the above and the stated rules herein and, therefore, realize and have read and understand the above application.

Print Name _____ Signature _____

FACILITY USE AGREEMENT: I agree to follow the facility policies and procedures set forth by the City of Stow Parks & Recreation Department. I understand that the facility reservation stands for only the time stated on the facility permit issued by the Stow Parks and Recreation Department. Failure to leave by stated time will result in a portion or all of the security deposit being withheld. Failure to leave the rental facility in the condition in which it was rented will result in a portion or all of the security deposit being withheld. Excessive cleaning or damage to facility or equipment will be charged in addition to loss of the security deposit.

Print Name: _____ Renter Signature: _____ Date: _____

Total Payment must be enclosed with this application

CITY OF STOW

Waiver of Liability and Hold Harmless Agreement

I understand that Coronavirus, (“COVID-19”) is an extremely contagious virus that spreads easily. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. I acknowledge that accessing City owned rental facilities or amenities could increase the risk of contracting COVID-19, and that the City of Stow in no way warrants that COVID-19 infection will not occur through accessing City owned rental facilities or amenities.

I understand the hazards of COVID-19” and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19, and the State of Ohio Responsible Restart Mandates and Best Practices. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines and State of Ohio mandates are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates and accept responsibility for implementing the mandates and guidelines.

Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to rent/use _____ (facility/amenity) hereinafter referred to as “facility” at _____ (address) hereinafter referred to as “Premises.” I will follow the applicable laws and guidelines during the activity/event and my time on the Premises at the Facility.

I acknowledge and fully assume the risk of injury, illness or death related to COVID-19 arising from my being on the Premises or from using/renting the Facility and participating in an event/activity there and on behalf of myself and my successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenant and agree to forever release, waive, discharge, and covenant not to sue the City of Stow, its officials, elected or otherwise, agents, employees, contractors, and assigns hereinafter referred to as the “City” from any liability related to COVID-19 which might occur as a result my being on the Premises, using the Facility, and/or participating in the event/activity.

I shall indemnify, defend and hold harmless the City from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorney fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. This Waiver of Liability and Hold Harmless Agreement, hereinafter referred to as “Agreement,” shall bind any assigns and representatives, and shall be deemed as a release, waiver, discharge, and covenant not to sue the City. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of Ohio.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT OF THE PERMISSION GRANTED BY THE CITY TO BE ON THE PREMISES, TO USE THE FACILITY, AND TO PARTICIPATE IN THE EVENT/ACTIVITY.

If any paragraph of this **Agreement shall** be held or declared to be void, **invalid** or illegal, for any reason, by any court of competent jurisdiction, such provision **shall be ineffective** but **shall not** in any way **invalidate** or **effect any other clause**, paragraph, section or part of this Agreement.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signed

Print Name

Date

Address

Phone Number



Rental Facility Policies & Procedures

RESERVATION APPLICATION: Facilities may be rented up to 12 months in advance to the day. **Reservations are on a first-come, first-served basis (first person at the Parks & Recreation Office door will obtain the reservation.)** Reservations can be made at the Parks & Recreation Office during business hours. To reserve a park facility; a Facility Rental Application must be completed **with the total payment of all fees paid (both rate & refundable deposit fee.)**

Upon receipt of the Facility Rental Application, deposits and full rental fee; a Facility Rental Permit will be issued. The Permit Holder must be a minimum of 21 years of age, show proof of residency if desiring the resident rate, and will be solely responsible for the supervision of the event; including behavior of all participants and their prompt departure at the end of the facility use. He/she will be charged for any damages/excess cleaning to the facility and or grounds which are over the security deposit amount.

Permit holders may not assign, transfer or sublet to others the use of the facility.

Any violations will result in the forfeiture of the reservation and all fees paid.

FACILITY CAPACITY: Lodges: Heritage Barn: 180 / Silver Springs Lodge: 160
Picnic Shelters: Oak Tree Shelter: 120 / Lakeview Shelter: 90

TIME FRAME: Renter must adhere to the time frame they listed on their Rental Agreement.

Doors will be unlocked and closed at times indicated during reservation. **Failure to leave at time indicated will result in loss of security deposit.**

Heritage Barn & Silver Springs Lodge time frame permitted: 11:00am – Midnight

(An additional hour may be arranged if done so at least 7 days prior and additional fee paid)

Picnic Shelters: Oak Tree & Lakeview Shelters 9:00am - Dusk Seasonal Use: April 1 – October 31

OPENING/CLOSING PROCEDURE: The Park Facility will be opened for the renter by Park Personnel at time stated on the Facility Rental Permit. The renter will not receive a key. Once the facility is opened; the responsibility for the condition of the facility and furnishings lies solely with the renter for that period of time indicated on the Facility Rental Permit.

The facility is to be in order and vacated at the specified end time noted on the Facility Rental Permit.

All personal property of those using the facility must also be removed from the facility at end of rental time.

The facility reservation is only for the time stated on the permit. Any time spent beyond the indicated time on permit, either by the renter, guests or by their employees, (caterers, band, etc.) shall be withheld from the security deposit.

PARK RULES: All rules and regulations that are part of the Codified Ordinances of the City of Stow that regulate the City Parks apply to the use of Silver Springs Park Lodge, Heritage Barn and outdoor picnic pavilions.

City of Stow Parks close at dark. Activities are restricted to the facility only after dark.

FACILITY SET UP: FLOOR PLAN – TABLES / CHAIRS

The Stow Parks & Recreation Department provides tables and chairs and sets up according to the Floor Plan as designated by renter. The Floor Plan must be submitted to the Parks & Recreation office at least two weeks prior to the rental date.

The park staff also tears down the tables and chairs. If the renter prefers to use outside rental tables and chairs, it must be indicated on the Facility Permit. Rental chairs/tables must be removed no later than 9:00 a.m. the next day.

If renter moves exterior picnic tables, they must be returned to their original set up at end of rental.

Stow Parks & Recreation Department's property/furnishings shall not be removed from the facility.

Tables and chairs will be used for their intended purposes only. Damage to or loss of equipment will be charged to the renter.

Time Frame: When estimating the amount of time of use include the time needed for event setup/clean up within the rental time.

KITCHEN USE: Each facility kitchen has a commercial refrigerator / commercial freezer / sink / warming oven / microwave. Kitchen facilities must be cleaned after use to pre-use condition.

All Trash must be placed in trash cans with liners. All equipment must remain within the facility.

Please note: Ice, Dishes, Silverware and Serving Utensils are NOT provided.

CATERERS: Stow Parks & Recreation Department does not provide caterer recommendations.

Caterers must adhere to all rules and procedures as outlined for renter.

SMOKING: Absolutely no smoking is permitted inside any City-owned facility.

FIRES: Fires are permitted only in the designated areas. Grills must be a minimum of 50 feet from the building.

Firewood is supplied upon request at time of rental.

All fires must remain in fireplace or fire ring and be extinguished completely prior to leaving the facility.

DECORATIONS:

Do not use pins, staples, nails, screws or abrasive tape on any facility surface.

The Lodges have existing hooks that may be used for decorations. Confetti or glitter is Not Permitted.

Candles or open flames are not permitted other than in designated fireplace. Helium balloons are Not Permitted at Heritage Barn due to professional lighting system. All decorations must be removed at end of rental.

EQUIPMENT RENTAL:

Equipment not included with rental of a facility as stated in the above must be secured by the Renter and approved by the Parks and Recreation Department at least 30 days prior to the event. The Parks and Recreation Department is in no way to be included as a party in any such agreements for equipment or services and does not accept responsibility for such.

OUTDOOR AREA USAGE: TENTS / INFLATABLES / RENTAL VEHICLES / OUTSIDE STRUCTURES / FOOD TRUCKS

The addition of Inflatable equipment, tents, food trucks, outdoor grills or any outdoor structure to your rental must have prior approval by the Parks & Recreation Department. **Requests must be accompanied by a site plan that delineates the location of these amenities, and may need to be inspected.** Staked tents are NOT permitted. Frameless tents up to 10x12 feet are permitted, and must be within 50 feet of the facility. Larger tents are not permitted unless a request has been made, and approval has been granted. All outside rental equipment must be removed by you or your rental company between 7:30am - 9:00am the day after your rental date.

AMPLIFIED MUSIC/SOUND SYSTEMS:

Sound systems are not provided. Amplified audio associated with any event at an indoor facility is to be kept at a reasonable volume within the facility. The Parks and Recreation Department reserves the right to control audio level and can terminate the rental agreement if it believes the Renter's amplified sound volume is not in keeping with the intent of the established rental policies. The use of amplified music or a public address system is NOT permitted outside of the facilities.

ADULT SUPERVISION:

An Adult Guardian/Parent 21 years/older must remain in facility at all times during rental reservation with minor children.

ADMISSIONS, CONCESSIONS or SALES:

Admission may not be charged for any event or activity without prior written consent of The Director of Parks & Recreation Department. Charging for food, beverages and products is strictly prohibited except for community-based, non-profit organizations with prior approval from The Director of the Parks and Recreation Department.

PARKING:

Guests, entertainment, caterers, and all other outside entities secured by the renter must adhere to the parking rules. All vehicles and equipment shall be parked in designated parking areas only. Park roadways & entrances must be left clear at all times.

LOSS OF PROPERTY / INJURY:

The City of Stow does not assume any liability for lost or stolen property and/or personal injuries sustained during use of the premises.

FACILITY DEPARTURE:

The Lodges will not be used past 12:00 a.m. unless approved during the initial reservation process and additional fees paid. Upon request an additional hour of usage may be secured at time of rental with payment of additional: \$35.00. All guests and employees (Band, Caterers etc,) must vacate the Lodge by time stated on permit. Failure to leave by permit time will result in the loss of security deposit.

CLEAN UP / TRASH DISPOSAL:

At the conclusion of the rental you are required to return the facility to its original condition. Trash must be placed in trash bags within barrels in the facility. Park staff will remove the trash from the building. Wipe off tables and chairs as needed. Wipe down kitchen surfaces. Remove all decorations and personal property. Failure to clean the facility will lead to loss of deposit.

SECURITY DEPOSITS:

A portion or all of the security deposit will be withheld for the following violations; otherwise the Deposit will be returned by mail approximately four weeks after the rental date:

- a. Failure to clean lodge by placing all trash in provided containers.
- b. Excessive cleaning needed to restore the facility to public use.
- c. Using the lodge for a longer time than stated on permit.
- d. Damage to the building, facilities, equipment or park grounds by renter/guests/employees (band, caterer etc)
- e. Misrepresenting the type of event held or group/individual using/renting the facility.

Additional fees may be charged to renter to cover any damages or excessive cleaning beyond deposit amount.

REFUNDS: CHANGES AND CANCELLATIONS

To receive a refund, a written notice of cancellation **must be** received at least:

- More than six weeks notice for an 80% refund
- 3 to 6 weeks notice, a 60% refund, and
- Less than 3 weeks notice, no refund.

ALCOHOLIC BEVERAGES:

Alcohol is NOT PERMITTED in any public park facility or on public grounds without prior approval from the City of Stow Parks & Recreation Department. When the use of alcohol is approved, it must be done so with the application of a special ALCOHOL USE PERMIT and with payment of additional security deposit.

Approved use of Alcohol must be served and consumed in approved designated areas only.

No alcohol consumption is allowed in any outside area of facility including parking lots.



Responsible RestartOhio

Restaurants, Bars, and Banquet & Catering Facilities/Services



Employees

Mandatory

- **Ensure minimum of six feet between employees, if not possible, utilize barriers if applicable and increase the frequency of surface cleaning, handwashing, sanitizing and monitor compliance.**
- Businesses must allow all customers, patrons, visitors, contractors, vendors and similar individuals to use facial coverings, except for specifically documented legal, life, health or safety considerations and limited documented security considerations
- Businesses must require all employees to wear facial coverings, except for one of the following reasons:
 - Facial coverings in the work setting are prohibited by law or regulation
 - Facial coverings are in violation of documented industry standards
 - Facial coverings are not advisable for health reasons
 - Facial coverings are in violation of the business's documented safety policies
 - Facial coverings are not required when the employee works alone in an assigned work area
 - There is a functional (practical) reason for an employee not to wear a facial covering in the workplace

(Businesses must provide written justification, upon request, explaining why an employee is not required to wear a facial covering in the workplace. At minimum, facial coverings (masks) should be cloth/fabric and cover an individual's nose, mouth, and chin.)

- Employees must perform daily symptom assessment*
- Require employees to stay at home if symptomatic and perform daily symptom assessment requirements before returning to work
- Provide ServSafe, or other approved COVID-19 education, as soon as possible. Add COVID-19 symptoms to the current standard Health Agreement required by the food safety code
- Require regular handwashing by employees
- Comply with person in charge certification requirements and manager certification requirements as set forth in OAC 3701-21-25 and OAC 3717-1-02.4 as applicable
- Maintain compliance with ODH sanitation and food safety regulations
- Limit number of employees allowed in break rooms at the same time and practice social distancing. Maximum to be current group size per state guidelines (currently 10)
- Banquet and catering facilities/services must not serve more than 300 guests at one time

Recommended Best Practices

- Encourage 3rd-party delivery staff to wait outside or in non-congested areas practicing social distancing guidelines. Encourage 3rd-party delivery staff to wear face coverings
- Educate on proper use, disposal, and maintenance of face coverings. Enhance education on proper use of gloves, per code
- Health checks may include temperature assessments, questionnaires, employee self-checks, screening apps or other tools. Update files with log of "health checks"
- Conduct telephone symptom assessment* for employees who were ill and planning to return to work
- As employee rehiring begins, consider virtual interviewing and on-boarding when possible
- Reinforce education per current food safety code about when to wash hands. Post health department handwashing posters at sinks and stations. Set times for periodic handwashing
- Avoid switching tasks when possible to reduce cross contamination concerns. Increase handwashing if changing tasks is necessary

*Per the CDC, symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell.

Mandatory

Customers & Guests

- **Ensure a minimum of six feet between parties waiting and when dining - if not possible, utilize barriers or other protective devices**
- Post a list of COVID-19 symptoms in a conspicuous place
- Ask customers and guests not to enter if symptomatic
- Provide access to hand washing methods while in the food service establishment, and if possible, place approved hand washing/sanitizing products in high-contact areas
- Food service establishments offering dine-in service must take affirmative steps with customers to achieve safe social distancing guidelines

Physical Spaces

- Establish and post maximum dining area capacity using updated COVID-19 compliant floor plans. With maximum party size per state guidelines (currently 10)
- Post a kitchen floor plan, establishing safe social distancing guidelines and following established state health dept guidance for masks and gloves
- Daily cleaning for the entire establishment. Clean and sanitize tabletops, chairs, and menus between seatings. Clean all high touch areas every two hours, and more frequently as needed (e.g. door handles; light switches; phones, pens, touch screens)
- Provide approved hand washing/sanitizing products in common areas
- When appropriate, establish ordering areas and waiting areas with clearly marked safe distancing and separations per individual/social group for both restaurant and bar service
- Remove self-service, table, and common area items (e.g. table tents, vases, lemons, straws, stir sticks, condiments)
- Salad bars and buffets are permitted if served by staff with safe six feet social distancing between parties
- Private dining and bar seating areas within a foodservice establishment must follow all approved safe social distancing guidelines
- The open congregate areas in restaurants, bars, and banquet and catering facilities that are not necessary for the preparation and service of food or beverages (billiards, card playing, pinball games, video games, arcade games, dancing, entertainment) shall remain closed

Confirmed Cases

- Immediately isolate and seek medical care for any individual who develops symptoms while at work
- Contact the local health district about suspected cases or exposures
- Shutdown area for deep sanitation if possible

Recommended Best Practices

- Face coverings are recommended at all times, except when eating
- Health questions for symptoms** posted at the entrance
- If possible, identify a dedicated entrance door and exit door. When possible, enable dining room ventilation (e.g. open doors and windows)
- When possible, encourage customers to make dine-in reservations or use drive through, pick-up, call-in, curbside or delivery options
- Encourage at-risk population to utilize alternative options such as using the drive through, pick-up, call-in, curbside, or delivery options

- Utilize barriers in high volume areas
- If possible, stagger workstations so employees avoid standing directly opposite or next to each other. If not possible, increase the frequency of surface cleaning, handwashing, sanitizing, and monitor compliance
- Limit entrance and exit options when possible while still maintaining code regulations
- Enhance weekly deep cleaning checklists. Consider posting communication to indicate table has been cleaned. Utilize disposable menus when possible
- Post health department "best practices" highlighting continuous cleaning and sanitizing of all food equipment and common surfaces
- Continue to emphasize employee education and compliance with hand washing, glove use, employee health, and food handler training
- Consider air filtration improvements within HVAC system
- Encourage and continue to use designated curbside pickup zones for customers

- Work with local health department to identify potentially infected or exposed individuals to help facilitate effective contact tracing/ notifications
- Once testing is readily available, test all suspected infections or exposures
- Following testing, contact local health department to initiate appropriate care and tracing

**Per the CDC, symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, and new loss of taste or smell.



DIRECTOR'S ORDER

Re: Director's Order for Facial Coverings throughout the State of Ohio

I, Lance D. Himes, Interim Director of the Ohio Department of Health (ODH), pursuant to the authority granted to me in R.C. 3701.13 to “make special orders...for preventing the spread of contagious or infectious diseases” **Order** the following to prevent the spread of COVID-19 into the State of Ohio:

1. **Preamble:** As the spread of COVID-19 accelerates in Ohio, the Department of Health supplemented existing statewide Orders with a system of further guidance to protect Ohioans. The majority of the residents of this State now live in a county that has triggered four or more of the key indicators in the Ohio Public Health Advisory System. This reveals that the State of Ohio is experiencing a very high exposure and spread of COVID-19. Immediate action is necessary to mitigate the danger that this presents to the residents of this State. Therefore, to mitigate the spread of COVID-19 in Ohio, I Order all residents of the State of Ohio to wear facial coverings (masks) when out in public in accordance with the requirements set forth in Section 3 of this order.
2. **Facial Coverings (Masks).** Except as provided herein, all individuals, in the State of Ohio shall wear facial coverings at all times when:
 - a. In any indoor location that is not a residence;
 - b. Outdoors and unable to consistently maintain a distance of six feet or more from individuals who are not members of their family/household; or
 - c. Waiting for, riding, driving, or operating public transportation, a taxi, car service, or a ride sharing vehicle. This does not apply to private or rental vehicles where members of a family/household are sharing a vehicle.

The requirement to wear a facial covering does not apply when:

- a. The individual is under ten years of age;
- b. A medical condition including those with respiratory conditions that restrict breathing, mental health conditions, or disability contraindicates the wearing of a facial covering;
- c. The individual is communicating or seeking to communicate with someone who is hearing-impaired or has another disability, where the ability to see the mouth is essential for communication;
- d. The individual is alone in an enclosed space, such as an office, or in lieu of an enclosed space, the individual is separated by at least six feet in all directions from all other individuals, and in either case the space is not intended for use or access by the public;
- e. The individual is actively engaged in exercise in a gym or indoor facility so long as six or more feet of separation between individuals exists;

- f. The individual is actively participating in athletic practice, scrimmage, or competition that is permitted under a separate Department of Health order;
- g. The individual is actively engaged in a public safety capacity, including but not limited to law enforcement, firefighters or emergency medical personnel;
- h. The individual is seated and actively consuming food or beverage in a restaurant or bar;
- i. Facial coverings are prohibited by law or regulation;
- j. Facial coverings are in violation of documented industry standards;
- k. Facial coverings are in violation of a business's documented safety policies;
- l. Individual is actively participating in broadcast communications;
- m. Individual is an officiant of a religious services; or
- n. In an industrial or manufacturing facility, employees are separated by at least six feet in all directions, or by a barrier in a manufacturing line or work area.
- o. Schools offering kindergarten through grade twelve instruction (or some portion of it) that comply with the guidelines set forth by the Ohio Department of Education and the Ohio Department of Health.
- p. Child care centers, family child care, in-home aids, day camps, and after school programs licensed by the Ohio Department of Job and Family Services (ODJFS) that comply with current and future guidelines set forth by ODJFS and the Ohio Department of Health.

Nothing in this order is intended to interfere with the separation of powers under the Ohio Constitution. Businesses must apply exceptions to wearing a mask equally to all persons. This Order does not apply to jails or prison facilities. This Order is not intended to supersede, supplant or preempt any order or law of a local jurisdiction that is more restrictive than this Order. For the purposes of this Order, a facial covering (mask) is any material covering an individual's nose, mouth, and chin.

3. Social Distancing Requirements. For purposes of this Order, Social Distancing Requirements includes maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.

a. Required measures. Essential Businesses and Operations and businesses engaged in Minimum Basic Operations must take proactive measures to ensure compliance with Social Distancing Requirements, including where possible:

- i. Designate six-foot distances.** Designating with signage, tape, or by other means six-foot spacing for employees and customers in line to maintain appropriate distance;
- ii. Hand sanitizer and sanitizing products.** Having hand sanitizer and sanitizing products readily available for employees and customers; and

iii. **Online and remote access.** Posting online whether a facility is open and how best to reach the facility and continue services by phone or remotely.

4. **General COVID-19 Information and Checklist for Businesses/Employers.** Business and employers are to take the following actions:

- a. Strongly encourage as many employees as possible to work from home by implementing policies in areas such as teleworking and video conferencing, subject to the discretion of the employer;
- b. Actively encourage sick employees to stay home until they are free of fever (without the use of medication) for at least 24 hours (one full day) AND symptoms have improved AND at least ten days have passed since symptoms first began. Do not require a healthcare provider's note to validate the illness or return to work of employees sick with acute respiratory illness; healthcare provider offices and medical facilities may be extremely busy and not able to provide such documentation in a timely way;
- c. Ensure that your sick leave policies are up to date, flexible, and non-punitive to allow sick employees to stay home to care for themselves, children, or other family members. Consider encouraging employees to do a self-assessment each day to check if they have any COVID-19 symptoms (fever, cough, or shortness of breath);
- d. Separate employees who appear to have acute respiratory illness symptoms from other employees and send them home immediately. Restrict their access to the business until they have recovered;
- e. Reinforce key messages — stay home when sick, use cough and sneeze etiquette, and practice hand hygiene — to all employees, and place posters in areas where they are most likely to be seen. Provide protection supplies such as soap and water, hand sanitizer, tissues, and no-touch disposal receptacles for use by employees;
- f. Frequently perform enhanced environmental cleaning of commonly touched surfaces, such as workstations, countertops, railings, door handles, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label. Provide disposable wipes so that commonly used surfaces can be wiped down by employees before each use; and
- g. Be prepared to change business practices if needed to maintain critical operations (e.g., identify alternative suppliers, prioritize customers, or temporarily suspend some of your operations).
- h. Comply with all applicable guidance from the U.S. Centers for Disease Control and Prevention and the Ohio Department of Health regarding social distancing.

5. **Duration.** This Order shall be effective at 6:00 p.m. on July 23, 2020 and remains in full force and in effect until the Governor's Executive Order expires or the Director of the Ohio Department of Health rescinds or modifies this Order, whichever occurs sooner.

COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other (within about six feet) through respiratory droplets produced when an infected person

coughs or sneezes. It may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes.

On January 23, 2020, the Ohio Department of Health issued a Director's Journal Entry making COVID-19 a Class A reportable disease in Ohio.

On January 28, 2020, the Ohio Department of Health hosted the first statewide call with local health departments and healthcare providers regarding COVID-19.

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of COVID-19 a public health emergency of international concern.

On January 31, 2020, Health and Human Services Secretary, Alex M. Azar II, declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19.

On February 1, 2020, the Ohio Department of Health issued a statewide Health Alert Network to provide local health departments and healthcare providers with updated guidance for COVID-19 and revised Person Under Investigation (PUI) criteria.

On February 3, 2020, the Ohio Department of Health trained over 140 personnel to staff a call center for COVID-19, in the event it was needed.

On February 5, 2020, the Ohio Department of Health began updating and notifying the media of the number of PUIs in Ohio every Tuesday and Thursday.

On February 6, 2020, the Ohio Department of Health updated all agency assistant directors and chiefs of staff on COVID-19 preparedness and status during the Governor's cabinet meeting.

On February 7, 2020, the Ohio Department of Health and the Ohio Emergency Management Agency met to conduct advance planning for COVID-19.

On February 13, 2020, the Ohio Department of Health conducted a Pandemic Tabletop Exercise with State agencies to review responsive actions should there be a pandemic in Ohio.

On February 14, 2020, the Ohio Department of Health held a conference call with health professionals across the state. The purpose of the call was to inform and engage the healthcare community in Ohio. Presentations were provided by the Department of Health, Hamilton County Public Health, and the Ohio State University.

On February 27, 2020, the Ohio Department of Health and the Ohio Emergency Management Agency briefed the directors of State agencies during the Governor's cabinet meeting regarding preparedness and the potential activation of the Emergency Operations Center.

On February 28, 2020, the "Governor DeWine, Health Director Update COVID-19 Prevention and Preparedness Plan" was sent to a broad range of associations representing healthcare, dental, long-term

care, K-12 schools, colleges and universities, business, public transit, faith-based organizations, non-profit organizations, and local governments.

On March 2, 2020, the Ohio Department of Health activated a Joint Information Center to coordinate COVID-19 communications.

On March 5, 2020, the Ohio Department of Health hosted the Governor's Summit on COVID-19 Preparedness, a meeting with the Governor, cabinet agency directors, local health department commissioners, and their staff.

On March 6, 2020, the Ohio Department of Health opened a call center to answer questions from the public regarding COVID-19.

On March 9, 2020, testing by the Department of Health confirmed that three (3) patients were positive for COVID-19 in the State of Ohio. This confirms the presence of a potentially dangerous condition which may affect the health, safety and welfare of citizens of Ohio.

On March 9, 2020, the Ohio Emergency Management Agency activated the Emergency Operations Center.

On March 9, 2020, the Governor Declared a State of Emergency in Executive Order 2020-01D.

On March 11, 2020, the head of the World Health Organization declared COVID-19 a pandemic.

On March 11, 2020, testing by the Ohio Department of Health confirmed that one (1) more patient was positive for COVID-19 in the State of Ohio.

On March 11, 2020, the Ohio Departments of Health and Veterans Services issued a Joint Directors' Order to limit access to Ohio nursing homes and similar facilities.

On March 15, 2020, the Ohio Department of Health issued a Director's Order to limit access to Ohio's jails and detention facilities.

On March 15, 2020, the Ohio Department of Health issued a Director's Order to limit the sale of food and beverages, liquor, beer and wine to carry-out and delivery only.

On March 15, 2020, the CDC issued Interim Guidance for mass gatherings or large community events, stating that such events that consist of 50 or more people should be cancelled or postponed.

On March 16, 2020 the Ohio Department of Health issued a Director's Order closing polling locations for the March 17, 2020 primary election.

On March 17, 2020 the Ohio Department of Health issued a Director's Order for the management of non-essential surgeries and procedures throughout Ohio.

On March 17, 2020 the Ohio Department of Health issued an Amended Director's Order to limit and/or prohibit mass gatherings and the closure of venues in the State of Ohio.

On March 19, 2020, the Ohio Department of Health issued a Director's Order closing hair salons, nail salons, barber shops, tattoo parlors, body piercing locations, and massage therapy locations.

On March 21, 2020, the Ohio Department of Health issued a Director's Order closing older adult day care services and senior centers.

On March 21, 2020, the Ohio Department of Health issued a Director's Order closing family entertainment centers and internet cafes.

On March 22, 2020, the Ohio Department of Health issued a Director's Order that all persons are to stay at home unless engaged in essential work or activity.

On March 24, 2020, the Ohio Department of Health issued a Director's Order that closed facilities providing child care services.

On March 30, 2020, the Ohio Department of Health issued an Amended Director's Order that closed all K-12 schools in the State of Ohio.

On April 2, 2020, the Ohio Department of Health issued an Amended Director's Order that all persons are to stay at home unless engaged in essential work or activity.

On April 30, 2020, the Ohio Department of Health issued the Stay Safe Ohio Order that reopened businesses, with exceptions, and continued a stay healthy and safe at home order.

Multiple areas of the United States are experiencing "community spread" of the virus that causes COVID-19. Community spread, defined as the transmission of an illness for which the source is unknown, means that isolation of known areas of infection is no longer enough to control spread.

SARS-CoV-2, the virus that causes COVID-19, has been demonstrated to transmit infection from infected persons when symptomatic, asymptomatic, and pre-symptomatic.

Mass gatherings (10 or more persons) increase the risk of community transmission of the virus COVID-19.

Accordingly, I hereby **ORDER** that all persons wear facial coverings in the State of Ohio, except as set forth in this Order. This Order shall remain in full force and effect until the Governor's Executive Order expires or the Director of the Ohio Department of Health rescinds or modifies this Order. To the extent any public official enforcing this Order has questions regarding the effect of this Order, the Director of Health hereby delegates to local health departments the authority to answer questions in writing and consistent with this Order.

Lance D. Himes
Interim Director of Health

July 23, 2020