

**SOUTH BAY COMMUNITY ASSOCIATION  
SPECIAL BOARD OF DIRECTORS MEETING**

**April 21, 2021**

**10:30 am**

**MINUTES**

**1. Call to Order at 10:34 a.m.**

**2. Determination of Quorum**

7 of 7 Directors present by remote video or phone conference.

DIRECTOR	PRESENT	ABSENT
Bruce Birch - Sec.	X	
Bart Clark - Pres.	X	
Dick Grieves	X	
Dave Jurca	X	
Chris Spagle - Treas.	X	
Tom Sprandel - VP	X	
Bill Wight	X	

**3. Approval of Agenda**

**Moved:** Treas. Spagle

**Second:** VP Sprandel

**Carried w/o Objection**

**4. Approval of Meeting Minutes**

**Move:** Approve the minutes of the Apr 12 2021 BOD Meeting

**Moved:** VP Sprandel

**Second:** Treas. Spagle

**Carried w/o Objection**

**5. President Bart Clark's Remarks**

President Clark opted to forgo his remarks and move along on the agenda in the interest of time.

**6. Further discussion about reopening Bay Club/tennis court**

Bay Club Reopening:

The Board heard from each Director as to their desires and concerns for reopening the Bay Club. The general topics of discussion included reopening timing based on HVAC/Lighting project completion, proof of vaccination requirement, daily opening schedule, occupancy limitation, timespan of reopening after conditions are met, safety and masking requirements, new policy for COVID related violations and scope of the current reopening plan.

In general, the Board agrees that the current draft plan submitted to the Board by GM Torres is a very good basis and the Board agrees to move

forward and continue to build on it as we learn. To efficiently address the topics, the Board raised the following motions to support the reopening plan.

**Motion:** Move to require proof of vaccination.

**Motion:** Dir. Grieves

**Second:** VP Sprandel

**0-7 Motion failed**

**Motion:** Move that the completion of the HVAC project is a condition of reopening the Bay Club.

**Motion:** Dir. Jurca

**Second:** VP Sprandel

**Motion passes 5-2 with Dir. Wight and Treas. Spagle opposed**

**Motion:** Move to reopen the Bay Club as soon as feasible hopefully within 7 days after completion of the HVAC project.

**Motion:** Dir. Jurca

**Second:** VP Sprandel

**Motion passes 6-1 with Dir. Wight opposed**

**Motion:** Move to reopen the Bay Club based on current draft plan submitted by GM Torres with the addition of the conditions stated above regarding no proof of vaccination and HVAC project completion.

**Motion:** Dir. Jurca

**Second:** VP Sprandel

**Motion passes 7-0**

Please see the attached 'Revised Reopening Plan' at the bottom of these minutes.

#### Tennis Court Reopening:

The Board noted that to date they have not yet been able to get advice from a competent legal counsel regarding the ADA issue. The key issue appears to be with the public access to the tennis courts. The Board noted that PLA has tentatively agreed to revisit the current lease agreement to possibly remove the language allowing access by hotel or marina guests. There was a suggestion that access for Racquet Club members could be allowed by establishing an associate membership for access to the tennis courts.

**Motion:** Move to reopen the tennis court for use by members, associate members and their specifically invited guests accompanying the members or associate members, upon elimination of the lease provision allowing use by PLA's hotel or marina guests.

**Motion:** Dir. Jurca

**Second:** VP Sprandel

**Motion passes 6-1 with Treas. Spagle opposing**

**Motion:** Move to authorize and direct GM Torres to contact PLA to change the language in the lease to eliminate the provision in the current PLA lease that gives PLA the right to have their guests use the tennis courts.

**Motion:** Dir. Jurca

**Second:** VP Sprandel

**Motion passes 6-1 with Treas. Spagle opposed**

Members Comments:

- A member noted that the recap of the Town Hall meetings posted on the Bay Club website were very good. The member asked if the Board can send out an eblast with the recap?
  - o Response: The Board will take this under advisement
- A member asked if the Board intended to address the issue of changing the board meeting date and time as discussed in the previous Board meeting.
  - o The Board agrees to have a discussion on possibly changing the Board meeting to a new day and time.

**7. Further discussion about scheduling future regular Board meetings**

The Board discussed issues, recommendations and desires for certain days of the week and time.

**Motion:** Move to change the monthly Board of Directors meeting day to the second Thursday of the month.

**Motion:** Treas. Spagle

**Second:** Dir. Wight

**Carried without objection**

**Motion:** Move to maintain the current start time of 9:30 for the monthly Board of Directors meetings.

**Motion:** Dir. Grieves

**Second:** Dir. Wight

DIRECTOR	YEA	NAY	ABSTAIN
Bruce Birch - Sec.		X	
Bart Clark - Pres.		X	
Dick Grieves	X		
Dave Jurca			X
Chris Spagle - Treas.	X		
Tom Sprandel - VP	X		
Bill Wight	X		

**Motion Passes 4-2 with 1 abstaining**

**8. Convene Executive Session to consider personnel matters and communications with legal counsel at 12:15 PM.**

**Motion:** Move to convene Executive Session to consider personnel matters and communications with legal counsel.

**Motion:** Dir. Jurca

**Second:** Treas. Spagle

**Carried without objection**

**9. Resume Open Session at 1:23 PM**

**Motion:** Ratify the motion from executive session authorizing legal counsel to send a proposal to PLA's counsel about additional capital contributions.

**Motion:** Dir. Jurca

**Second:** Treas. Spagle

**Carried without objection**

**10. Adjourn. Meeting was adjourned at 1:24 PM**

**Motion:** Move to adjourn.

**Motion:** Dir. Jurca

**Second:** Dir. Grieves

**Carried without objection**

**Next SBCA Board Meeting: Thursday May 13, 2021 at 9:30 a.m.**

**Via remote access at <https://www.freeconferencecall.com/wall/bayclubgm>**  
(preferred)

or by calling the dial-in number: (339) 209-6193

**Submitted by Bruce Birch, Board Secretary**

*[Rev 1, 4/28/2021]*

## Bay Club Re-Opening Proposal, Phase III Summary

This reopening concept calls for reopening the Club in the smallest and most restrictive manner in order to make it easier to assess manage, and reconcile all areas of concern (added expense, compliance with rules/law and risk mitigation).

Once the scope of this proposal is proven to be manageable without conflicts and unresolvable challenges or unjustifiable increases in expense, then the Board with support from the Facilities Committees can work with this proposed operational plan as a foundation to slowly and responsibly reduce restrictions to hours of operation, capacity limits, and number of activities allowed to take place (at the same time), until as such time compliance issues or threats subside to a level that allows us to operate to a more familiar standard pre-covid.

## Bay Club Re-Opening Proposal, Phase III Summary

### SUMMARY OUTLINE (for Bay Club only, *excludes Tennis Courts*)

#### A. HOURS OF OPERATION

- a. Seven days a week, approx.5 hours per day (36 hours per week).
- b. M-F, 9a-3pm, Sat 9a-12pm. Sun. 12p-3p.

#### B. ACCESS/CAPACITY CONTROL

- a. Access to Club/Amenities are by Reservation only, using the MemberMe+ App (phones/tablets) and by telephone call to the Bay Club during hours of operation. All reservations with exception to those made with the MemberMe+ App, must be confirmed by Front Desk staff to be valid.
- b. Capacity is passively managed by limiting the number of “slots” available per activity, per time period.
- c. Initial proposal recommends 1 person, per area, per time period on the day(s) that area (amenity) is available/open for reservations/use.
- d. Members will be limited (initially) to two activity session reservations per week to allow for equitable access/use opportunities for all SBCA members.

#### C. WEEKLY SCHEDULE

- a. Fitness Areas (cardio and weight rooms): Monday, Wednesday, Friday, Sunday.
- b. Woodshop: Tuesday, Thursday, Saturday.
- c. Pool: Tuesday, Thursday, Saturday.
- d. Craft Room-Kiln: Monday, Wednesday, Sunday.
- e. Note: no social gatherings (group activities/meetings) of any kind, in any number, permitted during this period of restricted access.

#### D. PERSONNEL

- a. Existing Staff – Normal Duties
  - i. GM to work normal schedule Monday-Friday, also available for rules enforcement support if necessary. GM to be “on-call” for rules

## Bay Club Re-Opening Proposal, Phase III Summary

enforcement support if necessary, on days off (Saturday/Sunday).

- ii. Front Desk staff to resume shifts, only during hours of operations, with primary function as a reservationist; managing SBCA Member phone calls/reservation requests for activities/amenities and performing all other normal Front Desk administrative duties in the interim (and NOT expected to serve in any compliance role related to covid protocols/monitoring, etc.).
- iii. Marie - normal or modified (shortened hours) schedule to conduct all traditional tasks associated with past job duties.

### b. New/Existing Staff - New Duties

- i. Use of either one or more furloughed staff member(s), or new hire(s), will be required to fulfill a NEW role, responsible for executing *new duties affiliated with compliance/covid protocol\** (involving member access, member *monitoring, member screening, and disinfecting member activity areas between uses\**) for all hours while Club is open. Since the Club in this proposal is calling for being open every day of the week, then it may require more than one person to fill this role.

## E. FACILITIES CARE / FRONT DESK DUTIES / COVID related (NEW) ROLE DUTY

- a. Marie to resume normal schedule (full-time, or less if not required), working 5 days per week. All normal cleaning of facility will take place with special emphasis to areas of activity that occurred on previous day; that emphasis will focus on compliance with all covid-related deep clean/sanitizing protocols.

## Bay Club Re-Opening Proposal, Phase III Summary

- b. Existing furloughed staff (if available) or new hire(s) will be required to fill-in Marie's absence during her days off.
  - c. COVID-related staff (C-Staff) may need to be hired (if not filled by any of the existing furloughed staff members\*\* that volunteer to take on this NEW role). C-Staff member(s) will support compliance with required additional protocols to *screen, monitor, and clean for each area of activity and conduct actions as such as each unique activity requires\**, and as outlined in Healthy Washington – Roadmap to Recovery Plan and supporting agencies. The budget for the next operating (fiscal) year includes added payroll to support this new and additional (role) staff member (up to 5 hours per day at \$15 hours per hour). Current savings in operational expenses (Payroll, Utilities, Supplies & R&M) will support any added expense IF approved and implemented before the beginning of the next fiscal year.
- F. RULES (for MEMBERS) when using the Bay Club amenities.
- a. Masks required at all times, except while swimming.
  - b. Proper distancing required at all times.
  - c. Initial limitations on participants per area, per period, will eliminate a need to monitor any area for occupancy conflicts (*only 1 person allowed*).
  - d. Members must abide by reservation start and end times without exception.
  - e. Members that "no-show" for a reserved activity more than twice will result in loss of privileges to reserve space for 30 days.
  - f. There is no waiting, gathering, socializing at any time with Staff or any other Members in Club during periods of use. Members must proceed to the activity/area



## Bay Club Re-Opening Proposal, Phase III Summary

reserved immediately after admitted and screened.  
Then when time is up, exit the Club directly.

- g. Arriving to the Club early for a reservation will not mean access to Club will be granted for the purpose of using the Great Room or any other area as a “waiting area”. Members should expect to be allowed access to the Club (only) at the time they Reserved Space. Waiting in the vehicle in the Bay Club parking areas is the preferred option when arriving early to the Club for scheduled use of any area/amenity.
- h. A waiver must be signed by all members that wish to use the Bay Club during this restricted period. \*\*\*
- i. Non-members/member guests are not allowed at this time of extreme restrictions. Only SBCA Owners and Associate Members in good standing will be allowed to make reservations for access/use of Club amenities.
- j. Failure to follow these new rules during this period of pandemic related restrictions to Bay Club/amenities, may result in a temporary loss of use privileges, or other penalty as outlined in the SBCA Master Declaration, SBCA Enforcement Policy, and South Bay Rules.

### G. STAFF

- a. SBCA will comply with all rules/allowances associated with Dept. of Labor & Industry, OSHA and Washington State/Federal employments laws while employing staff to service needs of the HOA/Members.
- b. Details in regard to any applicable changes to “on-the-job” requirements by all Staff members will be added/defined once scope of reopening is approved by the SBCA Board.
  - i. Daily screening of staff - prerequisite to shift duty.
    - 1. Temperature taken, logged.
    - 2. Questionnaire:

## Bay Club Re-Opening Proposal, Phase III Summary

- a. Have you experienced any of the following symptoms in the past 48 hours: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea?
- b. Have you been in close physical contact in the last 14 days with anyone who is known to have laboratory-confirmed COVID-19 OR anyone who has any symptoms consistent with COVID-19?
- c. Are you isolating or quarantining because you may have been exposed to a person with COVID-19 or are worried that you may be sick with COVID-19?
- d. Are you currently waiting on the results of a COVID-19 test?
- e. Have you traveled in the past 10 days?

### H. FACILITY OPERATIONS

- a. Lights will be on in all areas of use during the week and heat will be raised to 68 degrees in same areas.
- b. Pool water and Spa water will be raised to normal/historical operating temperatures (85 degrees and 102 degrees respectively).
- c. Pool air heat to be raised to 85 degrees.
- d. (Variable) by July 1, 2021 enhanced filtration, ventilation will be possible with the new HVAC system.
- e. Added hand sanitizing stations will be added for all areas of activity that is resuming.

## Bay Club Re-Opening Proposal, Phase III Summary

- f. Added signage will be installed in areas of activity that is resuming for purposes of reminders/rules – distancing, disinfecting, masks, etc.
  - g. Doors to Club will remain locked. Access to the Club will be by appointment only. Admission to Club will take place at designated time/reservation only. All other members will be required to interact with Club staff via telephone/computer. Front Desk access for “in-person” general inquiries and support, will be prohibited during this period.
- I. COST | ADDED EXPENSE
- a. New COVID protocol staff member hours (7 days a week, 5 hours per day), \$30K additionally (annually) to any scope of Payroll (partial operations or full operations).
  - b. Additional supplies/cleaning products; approximately \$1,500 additional (annually), but only if no specialized (expensive) equipment is required. Expectation for increased cost is based on new/more chemicals and tools as defined by CDC/OSHA to be approved for COVID sanitization process.
  - c. All other expense categories (Utilities, Payroll) should return to near normal levels while open even if reduced hours, until such time the new HVAC system is completed/installed. However, Supplies Expense (related to Socials, coffee, chocolates, and consumable based items – paper goods, soaps, lotions, will continue to be less than Budget either because not provided during this period and/or due to dramatically less users consuming).
- J. TIMING
- a. This proposal would require no less 30 days and may take up to 60 days to be ready to “open the doors”,

## Bay Club Re-Opening Proposal, Phase III Summary

mainly because of factors related to staffing/recruitment for weekend relief for Marie and hiring of new Staff (if existing furloughed staff do not volunteer to resume regular duties or take on the new duties associated with the new and different COVID protocol requirements).

- i. If proposal/scope is approved by the SBCA Board, then the following items will need to occur in the 30-60-day period prior to opening:
  1. SBCA Board may consider an opinion from legal counsel in regard to:
    - a. Risk of being open (if in full compliance and/or, if less than full compliance with all known rules/regulations/guidelines) for all activities approved to resume.
    - b. HOA's ability to require proof of vaccinations for members and/or staff.
  2. GM to solicit existing furloughed staff for interests to resume regular or new duties. If insufficient number of staff available to reopen then recruit, hire and train the remaining necessary staff.
  3. GM to write up (in detail) the SOPs/Operating Handbook to support staff training and to manage Member expectations in regard to "new rules" when using the Bay Club during this restricted period.
  4. Board/Communications to draft, approve and distribute, communications/announcement for reopening to Members, with all applicable significant points of what reopening the Bay Club means emphasized (such as new hours of operations, limitations in allowable activity,

## Bay Club Re-Opening Proposal, Phase III Summary

- additional costs, new rules, duration, means of reserving space etc..).
5. Once all is acknowledged by Board as completed the GM will be instructed to reopen the Club as outlined in the temporary Operating Handbook and related SOP's.

\*See Process, Cleaning/Disinfecting attachments

*Access and Monitoring  
Cleaning and Disinfection Log  
Pool, Jacuzzi, Locker Rooms  
Personal Hygiene*

\*\* Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19. L&I.... " A worker may refuse to perform unsafe work, including hazards created by COVID-19" ...

\*\*\* **COVID-19 Liability Waiver and Agreements - (Draft Proposal).**

*I acknowledge the contagious nature of the COVID-19 virus, and respect that the facility adheres to the CDC recommendations of practicing social distancing and wearing face coverings.*

*I further acknowledge that the South Bay Community Association has put in place preventative measures to reduce the spread of the COVID-19 virus, to the best of their abilities.*

*I further acknowledge that no guarantee exists regarding whether or not I may contract COVID-19. I understand that the risk of becoming exposed to and/or infected by the COVID-19 virus may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff and other clients.*

*I acknowledge that I increase my risk of exposure to COVID-19 by participating in services rendered. I acknowledge that I must comply with all set procedures to reduce the spread while in attendance.*

*I attest that:*

*\* I am not experiencing any symptom of illness such as cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.*

*\* I have not traveled internationally within the last 14 days.*

## Bay Club Re-Opening Proposal, Phase III Summary

*\* I have not traveled to a highly impacted area within the United States in the last 14 days.*

*\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.*

*\* I have not been diagnosed with Coronavirus/Covid-19 by state or local public health authorities.*

*\* I am following all CDC recommended guidelines as much as possible, including limiting any purposeful exposure to COVID-19.*

*I understand that any violation of Bay Club requirements for mask wearing, social distancing, strict adherence to reservations, and disinfection of equipment may result in removal of the premises, censure by the Board, and even fines.*

*I hereby release and agree to hold the South Bay Community Association harmless from any causes of action, claims, demands, damages, costs, expenses and compensation for damage to myself that may be caused by any act, or failure to act, or that may otherwise arise in any way with any services received. I understand that this release discharges the aforementioned from any liability with respect to bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received. This liability waiver and release extends to all owners, partners, and employees. I also agree to all Bay Club requirements.*

*Signature X \_\_\_\_\_ Date X \_\_\_\_\_*

*Signature X \_\_\_\_\_*