



NOTICE OF EXECUTIVE COMMITTEE MEETING OF THE PBC

Name of Property: Sanctuary Cove Principal Body Corporate
GTP: 202
Location of Meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services,
Shop 1A, Marine Village, Masthead Way, Sanctuary Cove QLD 4212
Date and Time of meeting Monday 23rd October 2023
9:00AM

This notice is forwarded to all committee members. If a committee member is unable to attend, they can assign their proxy to an alternate member by completing the attached proxy form or complete the enclosed Voting Paper, in accordance with Schedule 2, Part 2, Section 17 of the Building Units and Group Titles Act 1980.

The following agenda sets out the substance of the motions to be considered at the meeting. Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary.

Agenda

1. Attendance record
2. Apologies and proxies
3. Quorum
4. Conflict of Interest Member Declaration
5. Recording of meeting

6. Motions
 1. Approval of PBC EC Minutes 25th September 2023 **pg 4**
 2. Approval of PBC EC VOC Minutes 3rd October 2023 **pg 17**
 3. Matters in Progress **pg 27**
 4. Operations Report September 2023 **pg 29**
 5. Body Corporate ARC Report – 16th October 2023 **pg 43**
 6. Body Corporate CSC Minutes – 17th October 2023 **pg 48**
 7. Body Corporate FSC Minutes – 20th October 2023 **pg 151**
 8. Body Corporate – Approval of additional driveway and crossover **pg 154**
 9. Facilities – SRB revetment and gabion rock report **pg 156**
 10. Body Corporate – Legal expenditure approved by PBC EC prior
 11. Body Corporate – Election of EC positions be an open ballot

7. Correspondence for Information

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For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1	19 September 2023	MN for Banksia Lakes	PBC Secretary	Formal correspondence that MN for Banksia Lakes Dr Greg Herring has resigned effective 1 st October 2023 – pg 205
2	22 September 2023	Grace Lawyers	Mahoneys Lawyers	Formal advice regarding 4638 The Parkway – pg 206
3	25 September 2023	PBC Chairperson	John Venn	Formal letter of appreciation – pg 209
4	28 September 2023	Grace Lawyers	Gall Standfield & Smith	Formal advice regarding Livingstonia Florida Room Enclosures – pg 210
5	28 September 2023	PBC Chairperson	Alan Lock	Formal letter of appreciation – pg 211
6	28 September 2023	PBC Secretary	Roystonia Resident	Formal correspondence regarding Environmental Issues – pg 212
7	28 September 2023	PBC Secretary	Zieria Resident	Formal correspondence regarding PBC decision with irrigation conduit – pg 213
8	28 September 2023	PBC Secretary	Schotia Island Resident	Formal correspondence regarding PBC decision with 2 tree removals – pg 214
9	1 October 2023	BCMs	PBC Secretary	Formal advice to the PBC – Appointment of Member Nominee – Banksia Lakes – pg 215
10	4 October 2023	BCCM	Bauhinia	Formal correspondence from BCCM, appeal for final orders – pg 216
11	4 October 2023	Plumeria Resident	PBC Secretary	Formal correspondence from 7130 regarding Melaleuca Tree – pg 227
12	9 October 2023	BCCM	PBC Secretary	Extension for 0252-2023 Waller application – pg 228
13	13 October 2023	Resident from Livingstonia	PBC Secretary	Formal correspondence from 5031 regarding Florida Enclosure information – pg 229

Correspondence for Action

pg 231

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1	5 October 2023	Zieria Resident	PBC Secretary	Formal correspondence from resident in 1862 requesting a relaxation in carparking overnight – pg 232
2	5 October 2023	Schotia Island Resident	PBC Secretary	Formal correspondence from Resident's 2026 & 2024 regarding removal of bamboo screening – pg 234
3	7 October 2023	Corymbia Resident	PBC Secretary	Formal correspondence from 1825 regarding crusher dust issue – pg 245
4	10 October 2023	Bauhinia Resident	PBC Secretary	Formal correspondence from 4634 regarding flagpole & Cameras at 4636 to be removed – pg 247
5	13 October 2023	Bauhinia Resident	PBC Secretary	Formal correspondence from 4636 regarding amendment to September PBC EGM minutes – pg 249

8. General Business

8.1 PBC EGM Motions – November 2023

8.2 Presentation by the Contracts Sub-Committee Chair – Irrigation Contract.

8.3 Review of the function and responsibilities of the EC

8.4 Review of the purchasing policy and its procedures

9. Next Meeting – Monday 27th November 2023

10. Closure of Meeting

Reply To PO Box 15, SANCTUARY COVE QLD, 4212



MINUTES OF PBC EXECUTIVE COMMITTEE MEETING for Sanctuary Cove Principal Body Corporate GTP 202

Location of meeting: Meeting Room 1, Body Corporate Services, Shop 1A, Masthead Way Sanctuary Cove
Date and time of meeting: Monday 25th September 2023
Meeting time: 8:58AM – 12:30PM
Chairperson:

Attendance

The following members were present in person at the meeting:

Lot: Banksia Lakes GTP 107278 Owner: Banksia Lakes GTP 107278 Rep: Dr Greg Herring (GH)
Lot: Cassia GTP 1702 Owner Cassia GTP 1702 Rep: Mr Peter Cohen (PC)
Lot: Felicia GTP 107128 Owner Felicia GTP 107128 Rep: Mr Stuart Shakespeare (SS)
Lot: Harpullia GTP 107045 Owner Harpullia GTP 107045 Rep: Mr Paul Kernaghan (PK)
Lot: Livingstonia GTP 1712 Owner Livingstonia GTP 1712 Rep: Mr Brian Earp (BE)
Lot: Roystonia GTP 1769 Owner Roystonia GTP 1769 Rep: Mrs Cheryl McBride (CM)
Lot: Washingtonia GTP 1703 Owner Washingtonia GTP 1703 Rep: Mr Tony Ellingford (TE)

The following members were present by Proxy:

Present by Invitation:

Mr Dale St George, PBC Secretary (DSG)
Ms Jodie Cornish, Manager Body Corporate (Minute Taker)

Apologies:

A Quorum was present.

Meeting was recorded.

Nil Conflict of Interest

1 Body Corporate – Approval of Previous Minutes (Agenda Item 6.1)

CARRIED

Proposed by: Statutory Motion

RESOLVED That the Minutes of the PBC Executive Committee Meeting held on 28th August 2023 be accepted as a true and correct record of the proceedings of the meeting.

NOTE:

- *The MN for Banksia Lakes (GH) mentioned regarding ARC minutes, Item 4, that he agrees the minutes cannot be changed as this reflects what was discussed in the meeting, they cannot be reviewed either. GH stated the ARC decided; the EC hasn't accepted the recommendation made. The decision can be reviewed; however, the minutes remain the same.*
- *The Chair (SS) mentioned this issue has now gone to the EC level and won't need to be reviewed with the ARC.*
- *The MN for Banksia Lakes (GH) mentioned at the last PBC EC meeting he had suggested the wording for the FSC be amended from "Resolved" to "Resolved to Recommend".*

Yes	6
No	0
Abstain	1

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp			X
Paul Kernaghan	X		

Proposed by: Statutory Motion

RESOLVED That the PBC EC notes the Matters in Progress Report August 2023 as tabled and provides an instruction to the Body Corporate Manager to remove items (as detailed at the meeting).

NOTE:

316 – DCBLs Stage 1 – DSG mentioned Chris from DSDMIP called to enquire about stage 2 DCBLs and the commencement date.

423 – Boulevard Pathway – DSG advised it is with the PTBC.

426 – Cypress Point – Agreement signed but no update. The MN for Roystonia raised concern over lack of security and the ability for non-residents to walk/buggy through. She suggested a possible Buggy boom gate like Livingstonia. DSG advised he would investigate costing.

427 – Address Gates – Been finalised and final quotes achieved.

429 – OptiComm – Meeting with OptiComm on the 10th of Oct 23 to go through proposals with them.

- The MN for Banksia Lakes (GH) enquired who the contract was between. DSG advised PBC and OptiComm. GH asked why a member of the PBC EC would not be at the meeting. DSG advised he was acting on behalf of the PBC, by completing the groundwork for the PBC to decide an outcome.
- The Chair (SS) mentioned a concern the decision will go to the PBC and not through the EC first. DSG advised that if the PBC EC would like information to go to them first, BCS will facilitate this.
- The MN for Harpullia (PK) mentioned a register should be available that shows major contracts and when they are due to expire. The EC should have visibility of this to understand when contracts will be expiring.
- The MN for Cassia (PC) enquired whether CSC go through the contracts expiring carefully. DSG advised the CSC Chair and other MN do, CSC only recommend and give oversight.
- The Chair (SS) asked if the Operation Plan was distributed to owners or available for access. DSG advised he had no issues distributing the Operation Plan.

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes the Operations Report August 2023 as tabled.

NOTE:

- DSG advised PTBC/PBC is currently in credit again, however not as much as previous year. The water bill may possibly blow this out.
- The Chair (SS) confirmed, \$70,000 was budgeted for legal fees and currently \$66,000 has been spent. DSG confirmed and advised with current legal correspondence received, this will increase before the EOFY on 31st October 23.
- DSG advised, legal advice estimated for the 2 applications to the magistrate court will be approximately \$11,000 to enforce and up to \$30,000 to fight in court. The PBC EC have advised to pursue, to set a precedence.
- The Chair (SS) mentioned the ongoing issue of some residents not complying with by-laws, if not tested and pursued people get away with it. The ARC is looking at a non-compliance register for issue to new buyers to inform them of any pre-existing issues on a property.
- DSG advised approximately 5 years ago they tried to review the RZABLS, however were defeated. It may be time to revisit this process. SS suggested such a review should occur after the completion of the Stage 2 DCBLs review.
- The MN for Roystonia (CM) mentioned regarding the legal fees, there still seems to be an inuendo regarding how much the EC has spent on opposing the rezoning in legal fees. She suggested the Chair making a statement in the PBC EGM meeting on the actual figures being quite minimal, to squash any rumours that are misleading.

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes and accepts the CSC Minutes dated 29th August 2023 as tabled.

NOTE:

- *The Chair (SS) enquired regarding Motion 2 (MIP), whether the review of Contracts Policies & Procedures including Purchasing Policies, Terms of Reference, Tender Process, Principles documents etc., is a procedure of the CSC each year. DSG advised, normally each year SCCSL looks at them, it is quite lengthy and involves the CSC.*
- *The Chair (SS) mentioned that because the PBC relies on the expertise of residents who volunteer to serve on the CSC, whether the PBC can always be assured that the best possible advice is being provided. To provide that assurance into the future, it may be worth considering the engagement of a specialist contracts consultant to review, recommend and attend meetings of the CSC, in a similar way to how the ARC functions.*
- *The MN for Harpullia (PK) mentioned contracts require specialist expertise such as contracts lawyer or similar. PK also mentioned that the EC don't tend to have enough visibility on the workings of the CSC and the FSC. With no intended reflection on those who serve on a committee, based on the current arrangements, it is an assumption that the people on these committees know what they are doing.*
- *The MN for Washingtonia (AE) suggested there be a professional consultant on each committee to offer sound, objective and up to date advice. The MN for Banksia Lakes (GH) agreed and compared Sanctuary Cove to a small country town which has experienced rapid growth.*
- *The MN for Roystonia (CM) questioned whether the current committee structures set up over time, are still fit-for-purpose and that maybe it is time for a review*

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

Proposed by: PBC Chairperson

RESOLVED that the PBC EC approves the applications recommended for approval by the ARC at its meeting held 11th September 2023.

Yes	7
No	0
Abstain	0

Further **RESOLVED** that the PBC EC approves the applications recommended for approval, subject to conditions, by the ARC at its meeting held 11th September 2023.

Further **RESOLVED** that the PBC EC does not approve the applications which have not been recommended for approval by the ARC at its meeting held 11th September 2023.

Further **RESOLVED** that the PBC EC approves the applications recommended for approval by the ARC, based upon the recommendations by the Executive Architect and the Snr Body Corporate Manager, at its meeting held 11th September 2023.

NOTE:

- The Chair (SS) discussed batter zones and their intended purpose to mitigate the impact of flooding and that the only improvements allowed in the batter zone are those that do not reduce the volumetric capacity within the zone. SS mentioned that owners appeared to build within batter zones without approval.
- The MN for Banksia Lakes (GH) mentioned that within the information booklet given to new owners in SC, the information needs to be updated to ensure PBC advises that it doesn't accept any liability for an owner's non-compliance with SC by-laws or any other regulatory requirement.
- The Chair (SS) mentioned that in the outside world, owners often need developmental approval from council but in SC cove this is not the case. Within the SC residential zones, the equivalent of a development approval is the PBC approval based on compliance with its Development Control By-Laws.
- The MN for Livingstonia (BE) mentioned the new owners need to be aware of any illegal work done on the property they are purchasing. DSG advised completion of a Section 40 investigation by a lawyer or conveyancer would reveal unapproved works.

The Chair (SS) recommended that the ARC review the contents of the information package that is provided to owners intending to do development work on their properties to remind them of their responsibilities.

The Chair proposed the below be included as condition of a PBC approval:

Batter Zone Condition:

Any volumetric reduction within the batter zone is strictly prohibited under the DCBLs and QLD Law. All Development Work within the batter zone must comply with the DCBLs and be approved by the PBC. Any unapproved works that are discovered within the batter zone will be added to the Sanctuary Cove Register of Unapproved Works and the owner notified of the noncompliance.

General Conditions:

1. A PBC approval for development works is based upon compliance with the Development Control By-Laws only.
2. A PBC approval of development work on a lot does not include acceptance or approval of existing unapproved works within the lot.
3. All development works forming part of a PBC approval must be contained within the boundaries of the lot that the approval applies to.
4. A PBC development approval does not relieve a lot owner of their responsibility to comply with government building and other associated requirements.

Building Unit Plan and attached lot condition:

A PBC approval of development work is based on an assessment for conformity with the DCBLs for works within the boundaries of a lot. A lot owner must also seek approval for development works from its Residential Body Corporate for conformity with its by-laws and any impact on its common property.

Buttners/Leslie matter:

- The Chair (SS) discussed the letter from Jason at Grace Lawyers and the few changes he proposed back to Jason. SS mentioned that no matter what the outcome, one or other of the parties will not be happy with the outcome, so it's important the PBC is clear of its position based on sound and well-considered advice. The PBC will unfortunately be dragged into it.

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

6 Body Corporate – FSC Minutes (Agenda Item 6.6) CARRIED

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes and accepts the FSC Minutes dated 15th September 2023 as tabled.

NOTE:

- The MN for Harpullia (PK) mentioned a concern with the water charges and the possibility of it blowing out.
- The MN for Banksia Lakes (GH) enquired as to why the corrections discussed at the last EC meeting hadn't been actioned by the FSC, regarding the terminology used. GH also mentioned since 2004 Mulpha paid \$39 million in PBC levies and PTBC paid \$22 million in PTBC levies, why wasn't this added? DSG advised the minute taker was instructed to add that in. GH advised it can be added how much the residents paid at the same time?

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

7 Body Corporate – Compliance Report – September 2023 (Agenda Item 6.7) CARRIED

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes and accepts the Compliance Report – September 2023 as tabled.

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

8 Body Corporate – PBC EGM agenda booklets and Meeting Notices distribution Policy (Agenda Item 6.8) CARRIED

Proposed by: PBC Chairperson

RESOLVED that in relation to the distribution of PBC EGM documentation that a policy be created with the following wording:

Body Corporate Services (BCS) is required to:

- a. Email the Agenda for a forthcoming PBC general meeting and the draft minutes of the previous PBC general meeting to all lot owners fourteen (14) days prior to the EGM; and
- b. Email the full meeting papers (the Meeting Book) for a forthcoming EGM to each RBC members nominee, chairperson, and committee member seven (7) days prior to the EGM.

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

**9 Body Corporate – Incoming Correspondence Policy
(Agenda Item 6.9)**

CARRIED

Proposed by: PBC Chairperson

RESOLVED That in relation to the distribution of incoming correspondence related to the PBC that a policy be created with the following wording:

Any correspondence received by *Body Corporate Services (BCS)* from a source external to the PBC that is addressed to the PBC Executive Committee (EC), PBC Secretary, PBC Chair or RBC lot owners must, in the first instance, be forwarded only to the PBC Chair and EC for their attention.

NOTE:

- *The MN for Banksia Lakes (GH) suggested, and it was agreed, that the wording “RBC lot owners” be excluded from the policy wording. The reason being it will create havoc for BCS and the PBC EC, distributing correspondence from all lot owners.*

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes and accepts the Correspondence for Information August/September 2023 as tabled.

NOTE:

Correspondence for Information:

- **Florida Enclosures** - The MN for Livingstonia (BE) asked when the decision was made to obtain legal advice regarding the non-compliant Florida Enclosures? The Chair (SS) explained it was during a meeting regarding the two (2) issues, one being the Livingstonia Florida enclosures and the second relating to the Buttner/Leslie matter.
- BE mentioned the lot number that Jason from Grace is referring to in his letter, is not a good example. The Chair (SS) asked what was the point BE was trying to make? BE mentioned there are infringements into common property, therefore the letter is incorrect. SS expressed the view that the common property infringements BE is referring to are relatively minor.
- The Chair (SS) suggested any infringements into common property is a matter between the lot owner and the RBC. BE explained the owners were never aware they had to obtain approval of with the RBC, because they have stamped plans from Body Corporate Services (BCS) stating it the works are compliant.
- The Chair (SS) suggested that it appears the RBC turned a blind eye to the Florida Enclosures, rather than requiring owners seeking its approval.
- BE explained he had been to the Senior Manager of Body Corporate (SMBC) at the time and was advised to 'let it go' as it had been approved by the PBC.
- The Chair (SS) questioned whether it is a PBC matter?
- BE stated he believes it falls on the employee of SCCSL, who visited the site and put the recommendation up to the Executive Architect (EA) to approve them. BE expressed the view that a resident is not permitted to build outside the lot boundaries into common property and the owners have been given the wrong information and then done so. The Chair (SS) suggested that if BE is suggesting that SCCSL has misled the owners, he will need to put that in writing.
- The MN for Cassia (PC) enquired as to why the Chair of RBCs are not involved in the building approval applications and decisions. The Chair (SS) explained if the ARC and PBC had to involve the Chair for the RBCs for every application, it would unnecessarily prolong and complicate the application process. This would frustrate owners.
- **Environmental Issues – Roystonia** - DSG to respond accordingly as the trees in question are causing issues with the roots interfering with fire hydrants.

Correspondence for Action:

- **1861 Conduit under driveway** – The Chair (SS) advised if the owner wants to irrigate the verge, he doesn't see an issue with their pipe running through the conduit. DSG to advise owner.
- **2029 Request to move 2 trees** – Manager of Body Corporate (MBC) to advise owner as both trees in question are situated on secondary thoroughfare and they are an approved street tree species so they are to remain. Facilities will investigate root treatment and possible mulching around tree base.
- **Biodiversity plan for Corellas** – MN for Cassia states they have had issues in the past with Corellas, not sure what the plan is with this current season. Is the plan any different to what it has been in previous years? The Chair (SS) mentioned a possible meeting soon for residents and Biodiversity to discuss possible solutions moving forward.

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

11 Date of next PBC EGM / EC Meeting (Agenda Item 9) CARRIED

Proposed by: PBC Chairperson

RESOLVED that the date of the next PBC Extraordinary General Meeting will be Thursday 26th October 2023 at 11am.

RESOLVED that the date of the next PBC Executive Committee Meeting will be Monday 23rd October 2023 at 9am.

Yes	7
No	0
Abstain	0

Members Name	Yes	No	Abstain
Stuart Shakespeare	X		
Peter Cohen	X		
Greg Herring	X		
Cheryl McBride	X		
Tony Ellingford	X		
Brian Earp	X		
Paul Kernaghan	X		

General Business:

8. General Business

8.1 SS - Thanked GH for all his years of service and dedication to the PBC and the SC community.

8.2 PBC EGM Motions – October 2023

8.3 Review of the function and scope of PBC committees.

8.4 Current SharePoint portal and access.

a. BE –

- I. Enquired if PBC members had access to Finance sub-committee on SharePoint and whether other access had been given to other subcommittees.
- II. Mentioned the EC should have full access to the ARC portal as they are a subcommittee to the EC. He states if the EC are going to approve information, they should have full access to all documentation.

b. The Chair –

- I. Stated certain parts have now been opened, such as Finance. An invitation has gone out for that.
 - II. With development Approvals, there is a large volume of drawings that often accompany applications, which would serve no purpose being open for the EC to see. A solution maybe that the Executive Architects compliance summary and recommendations on each application be made available to EC members.
- c. AE –
- Enquired if all the legal correspondence was loaded up onto SharePoint? DSG confirmed yes, the Manager of Body Corporate has been working on updating all that information. He believes that the EC members should have access to all such information on SharePoint.

8.5 Consideration of Motion 4 from the September 2021 PBC EGM

- a. AE mentioned that this was not the motion he wanted the Chair referred to the EC for discussion. There was another draft motion AE he had referred to SS which he wanted raised. SS undertook to this for the next meeting.
 - b. GH –
- Mentioned the intent of this motion wasn't about the expenditure, it was about the briefing. DSG explained he needs to ensure that it does not interfere with operational matters.

Irrigation going in-house.

- a. The Chair –
- I. Enquired whether the contract is about to expire? DSG confirmed yes it will expire on the 31 October 2023.
 - II. Enquired about the person being employed by SCCSL to do the maintenance work. DSG confirmed he is an experienced irrigation tradesman with a particular knowledge of the pump systems used in SC irrigation system.
 - III. Enquired into who would be responsible for the emergency calls out of hours. DSG advised it would be shared with the inhouse plumber.
 - IV. Stated that the proposal went to the PTBC EC and is going directly to the PBC EGM and bypassing the PBC EC. The PBC EC should have had a chance to scrutinise the proposal and possibly vote on it being recommended to the PBC EGM. DSG commented that in his view it is outside of the PBC EC's remit, not relevant to the EC and is a matter for the PBC only at a General Meeting.
 - V. Mentioned the positive of contracting this work out, limit's liability to SCCLS. If it moves inhouse, are they compliant and why would we want to take on the liability? Are we insured for liability and for how much? Is there any hidden costs or indemnity costs we don't know about? We may have saved money, but have we checked all possible costs down the track? The employees, like all staff are covered under the Company Liability Insurance, Workers Compensation and other State and Federal Government Statuary legislation. DSG advised this has been considered and included in the costs SCCSL has quoted.
 - VI. Suggested he would have liked to postpone voting on the contract for a month to fully consider the proposal. DSTG advised that the contract expires on the 31 October, and that in is his view the proposal had followed the correct due diligence process.
- b. GH –
- I. Mentioned there was a motion in the past that all information went to the PBC EC first, then to the PBC EGM to distribute to their committee members. This was put into place

and now it seems to be going back to the old ways. This was in relation to motions that are proposed for the following EC and EGM attention.

- II. Enquired what happens if the employees only last 3 months, what then? DSG advised SCCSL is hiring an existing contractor's employee and the current SCCSL Plumber is capable of the irrigation duties until a new employee is hired.
 - III. Enquired into where he can access the site wide review and service level review report? DSG advised he will chase up.
- c. CM -
Enquired about the due diligence with risk compliance, and who would be managing that? DSG advised all that was covered.
- d. PK raised the issue of the EC's lack of access to the working papers of the CSC and the FSC subcommittees. DSG's response was the confidentiality agreement is signed by the subcommittee members and not the PBC EC members. PK queried the compliance aspects of such a process when the EC had responsibility for advising and making recommendations to the PBC members and there appeared to be a systemic avoidance of this responsibility. The provisions within the SCRA for the PBC to establish a committee to provide advice and recommendations on matters it chooses to put to that committee is being hampered by a system that has determined that the CSC and the FSC having the added overarching responsibilities to perform their duties for SCCSL and the PTBC. This imposed arrangement hampers the current functioning and open transparency of the committee process for the PBC.

9. Next Meeting – Monday 23rd October 2023

10. Closure of Meeting

MEETING CLOSED @ 12:30

Chairperson:



MINUTES COMMITTEE MEETING, OF THE PRINCIPAL BODY CORPORATE GTP 202

Type of Meeting: Voting Outside Committee Meeting
Date and Time of meeting: Tuesday 3rd Oct 2023
Meeting Start: 4:05PM
Meeting Finish: 4:10PM

ATTENDANCE:

The following members were represented by voting paper:

Lot: Cassia GTP 1702 Owner Cassia GTP 1702 Rep: Mr Peter Cohen (PC)
Lot: Felicia GTP 107128 Owner Felicia GTP 107128 Rep: Mr Stuart Shakespeare (SS)
Lot: Harpullia GTP 107045 Owner Harpullia GTP 107045 Rep: Mr Paul Kernaghan (PK)
Lot: Washingtonia GTP 1703 Owner Washingtonia GTP 1703 Rep: Mr Tony Ellingford (TE)
Lot: Roystonia GTP 1769 Owner Roystonia GTP 1769 Rep: Mrs Cheryl McBride (CM)
Lot: Livingstonia GTP 1712 Owner Livingstonia GTP 1712 Rep: Mr Brian Earp (BE)

QUORUM

A Quorum was present for this meeting.



MOTION

1	Irrigation Contract information requested from Contracts Subcommittee	CARRIED
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Proposed by: PBC Secretary

RESOLVED that the PBC EC refer the following request to the CSC.

At the PBC EGM on 29 September, it was resolved that the irrigation maintenance contract be taken in-house under the control and direction of the Sanctuary Cove Community Services Limited (SCCSL) with the company then on-charging the costs in total to the PBC and PTBC.

The current irrigation contract is between a specialist irrigation company and the PBC (and the PTBC). This document accords with the type of contract required between a primary provider and a recipient (the principal).

Under this contractual arrangement, SCCSL has the role of establishing and administering this contract on behalf of the PBC and the PTBC. This accords with the overarching intent of the Administration and Management Agreement between SCCSL and the PBC.

The PBC decision to permit the irrigation maintenance services currently provided under the existing irrigation contract to be taken in-house by SCCSL, effectively makes this entity the primary provider of these services to the PBC.

SCCSL is now proceeding to directly employ specialist irrigation staff to provide the same services under the current irrigation maintenance contract.

SCCSL is a separate corporate entity that currently provides contracted management and administration services to the PBC.

In order to protect the best interests of the PBC, it's important that there is an appropriate contractual arrangement between SCCSL and the PBC to ensure that the current scope and conditions of the services in the altered service delivery arrangements are maintained.

In accordance with the SCRA Section 50, the PBC EC requests its Contracts Subcommittee to -

1. Confirm that at its last meeting, it considered the attached document titled 'Irrigation – Maintenance Contract Inhouse' dated August 2023.
2. Examine and report on the content of the current irrigation maintenance contract and how its provisions can be applied to the proposed delivery of the same services by SCCSL.
3. Examine and report on the current Administration and Management Agreement between the PBC and SCCSL with respect to its relevance and adequacy to the proposed delivery of irrigation maintenance services to the PBC by SCCSL.
4. Meet at the earliest possible date to deliberate on these matters to coordinate with the end date of the current irrigation contract at the end of October 2023.

Yes	6
No	0
Abstain	0



Chairperson.....

Proxy form for Body Corporate meetings

Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary
Address of scheme: C/- Sanctuary Cove Principal Body Corporate, PO Box 15,
SANCTUARY COVE, 4212

Section 2 – Authorisation

Notes: The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition. If there is insufficient space please attach separate sheets.

I/we

Name of owner 1:

Signature: **Dated:** ___ / ___ / ___

Name of owner 2:

Signature: **Dated:** ___ / ___ / ___

being the Proprietor/s of the following Lot/s

Lot number/s: **Plan number:**

Name of Body Corporate:

.....
hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (*including adjournments*) at (please tick **one**)

- The body corporate meeting to be held on ___ / ___ / ___
- All body corporate meetings held before ___ / ___ / ___ (*expiry date*)
- All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment

unless I/we serve you with a prior written withdrawal of the appointment of Proxy.

Signature of proxy holder: **Dated:** ___ / ___ / ___

Residential address:

Suburb: **State:** **Postcode:**

Postal address:

Suburb: **State:** **Postcode:**

VOTING PAPER

Executive Committee Meeting for Sanctuary Cove Principal Body Corporate GTP 202

Location of meeting: Meeting Room 1, Sanctuary Cove Body Corporate Services,
Shop 1A, Marine Village, Masthead Way, Sanctuary Cove QLD 4212

Date and time of meeting: **Monday 23rd October 2023 – 9:00AM**

MOTIONS

1 Body Corporate – Approval of Previous Minutes (Agenda Item 6.1)

Proposed by: Statutory Motion

RESOLVED That the Minutes of the PBC Executive Committee Meeting held on 25th September 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

2 Body Corporate – Approval of Previous Minutes (Agenda Item 6.2)

Proposed by: Statutory Motion

RESOLVED That the VOC Minutes of the PBC Executive Committee Meeting held on 3rd October 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

3 Body Corporate - Matters in Progress (Agenda Item 6.3)

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes the Matters in Progress Report September 2023 as tabled and provides an instruction to the Body Corporate Manager to remove items (as detailed at the meeting)

Yes	
No	
Abstain	

4 Body Corporate – Operations Report (Agenda Item 6.4)

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes the Operations Report September 2023 as tabled.

Yes	
No	
Abstain	

5 Body Corporate – ARC Report (Agenda Item 6.5)

Proposed by: PBC Chairperson

RESOLVED that the PBC EC approves the applications recommended for approval by the ARC at its meeting held 16th October 2023.

Further **RESOLVED** that the PBC EC approves the applications recommended for approval, subject to conditions, by the ARC at its meeting held 16th October 2023.

Further **RESOLVED** that the PBC EC does not approve the applications which have not been recommended for approval by the ARC at its meeting held 16th October 2023.

Further **RESOLVED** that the PBC EC approves the applications recommended for approval by the ARC, based upon the recommendations by the Executive Architect and the Snr Body Corporate Manager, at its meeting held 16th October 2023.

Yes	
No	
Abstain	

6 Body Corporate CSC Minutes (Agenda Item 6.6)

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes and accepts the CSC Minutes dated 17th October 2023 as tabled.

Yes	
No	
Abstain	

7 Body Corporate – FSC Minutes (Agenda Item 6.7)

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes and accepts the FSC Minutes dated 20 th October 2023 as tabled.	Yes	
	No	
	Abstain	

8 Body Corporate – Approval of additional driveway and crossover (Agenda Item 6.8)

Proposed by: PBC Chairperson

RESOLVED that the Principal Body Corporate approves the installation of a secondary driveway and crossover which traverses PBC Secondary Thoroughfare on The Parkway on the basis that formal assessment is first undertaken by the Architectural Review Committee to ensure compliance with the Development Control By-laws (See Annexure A)	Yes	
	No	
	Abstain	

9 Facilities – SRB revetment and gabion rock report (Agenda Item 6.9)

Proposed by: PBC Chairperson

RESOLVED The PBC acknowledges the SRB revetment and gabion rock report and grants Management authorisation to inform individual lot owners/RBC's and take the necessary actions or repairs as recommended. (See Annexure B)	Yes	
	No	
	Abstain	

10 Body Corporate – Legal expenditure approved by PBC EC prior (Agenda Item 6.10)

Proposed by: PBC Chairperson

RESOLVED That the PBC, noting the recommendation of the PBC EC, agrees that, in accordance with its Terms of Reference (TOR) and Clauses 3.3 and 4.1 of the Administration and Management Agreement 2022, the Manager will not initiate the commissioning of any legal advice on, site wide PBC or PBC EC related matters without the authorisation of the PBC EC. In seeking approval from the EC for such commissioning, the Manager will provide to and seek comments from the EC members in relation to the detailed briefing to be given to the legal advisors.

For avoidance of doubt, legal advice sought on any matter that will be paid for using PBC funds and impact the PBC budget is included in this resolution.

Yes	
No	
Abstain	

11 Body Corporate – Election of EC positions be an open ballot (Agenda Item 6.11)

Proposed by: PBC Chairperson

RESOLVED The PBC approves the forthcoming election of EC positions be conducted as an open ballot in accordance with the SCRA Schedule 3 (three), Sections 2 (two) and 6 (Six) and a motion be put to the November PBC EGM seeking its agreement to do so.

Yes	
No	
Abstain	

12 Correspondence for Information (Agenda Item 7)

Proposed by: PBC Chairperson

RESOLVED That the PBC EC notes and accepts the Correspondence for Information September 2023 as tabled.

Yes	
No	
Abstain	

13 Date of next PBC EGM / EC Meeting (Agenda Item 9)

Proposed by: PBC Chairperson

RESOLVED that the date of the next PBC Extraordinary General Meeting will be Thursday 30th November 2023 at 11am.

RESOLVED that the date of the next PBC Executive Committee Meeting will be Monday 27th November 2023 at 9am.

Yes	
No	
Abstain	

GTP:202

Name of voter: _____

Signature of voter: _____ Date: _____

MOTION INFORMATION



#	MEETING DATE	RESOLUTION	RESPONSIBILITY	COMMENTS	EXPECTED COMPLETION DATE
316	05/16	Stage 1 & 2 DCBL's RESOLVED that the PBC authorise the ARC and Developer to meet and finalise the DCBL documentation: FURTHER RESOLVED that the PBC is required to review the revised final documentation and the PBC will then approve if it is satisfactory.	ARC/ BCM	<ul style="list-style-type: none"> o 17 May 22 – Final agreed DCBLs – now in the hands of Hynes for legal review. o Draft included in all agendas for RBC meeting in June. o Legal reviewed received, minor changes and edits. o All RBC's voted for the approval accept Bauhinia. o Final Document and correspondence sent to Christopher Aston DSDMIP 4 Aug 2023 o Awaiting on correspondence from working group with a timeframe for a 1st draft. 	Ongoing
399	05/22	Amenities across the Resort	PBC	<ul style="list-style-type: none"> o Sept 21 raised by previous Chair, low priority – parking bays being installed. 	On hold
419	08/22	Village Gate	PBC	<ul style="list-style-type: none"> o Mulpha will commence works on the infrastructure for the gates and the townhouse development opposite. o A bi-pass via the existing carpark will be installed – there will be no closure over the Christmas break – works expected to take three months. o Gates structure and design, the mirror image of the Pines. 	Commencing
425	03/23	Village update from Mulpha to be included in future Agendas for the PBC EGM	Mulpha	<ul style="list-style-type: none"> o Mulpha rep to provide a monthly update. 	Mulpha

As at 16 October
2023



#	MEETING DATE	RESOLUTION	RESPONSIBILITY	COMMENTS	EXPECTED COMPLETION DATE
426	04/23	Cypress Point licence agreement and buggy path repairs	PBC	<ul style="list-style-type: none"> o Agreement signed, Mulpha will update for boat show, will review after the event is over. o Pricing for Boom Gate, similar to Livingstonia being obtained. 	Ongoing
427	4/23	Address gate and fence proposal being finalised	PTBC	<ul style="list-style-type: none"> o Approved by the PTBC – planning underway. 	PTBC matter
428	05/23	Stolen cars due to car theft	SECURITY	<ul style="list-style-type: none"> o Further update in the recent Community Newsletter. 	Ongoing
429	05/23	OptiComm Sale	PBC	<ul style="list-style-type: none"> o Update of possible OptiComm sale o We will go to a tender process, slow process. o Recent meeting on 10th Oct 23 with OptiComm to discuss proposals. 	Ongoing

Note: Green = Complete, Yellow = In Progress, Red = Not yet in Progress.

OPERATIONS REPORT – SEPTEMBER 2023

EXECUTIVE SUMMARY

Financial Performance

PBC Levies History per lot commencing 2016 through to 2024.

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024
No of Lots	1,734	1,734	1,734	1,734	1,823	1,823	1,823	1,823	1,823
Admin Fund	4,945	4,906	5,192	5,469	5,526	5,506	5,117	4,749	5,289
Sinking Fund	2,018	1,877	1,726	1,587	1,142	COVID	1,249	1,249	1,286
Total Levies	6,963	6,783	6,918	7,056	6,668	5,506	6,365	5,997	6,575
% + / (-)	7.2%	(2.6%)	2.2%	2.0%	(5.5%)	(17.4%)	15.6%	(5.8%)	9.6%
CPI Increases	1.0%	2.1%	2.1%	1.6%	3.0%	3.8%	6.1%	7.0%	
Savings					577,549	1,440,065	429,450	62,425	

Total CPI increases 2014 up to 2023 – 31.2%- Actual Levy increase over the same period 2.1%- saving residents-\$6,030,150.

PBC Asset Valuations

Year	Asset Value \$	Asset Capital Expenditure
2016	75,800,325	654,069
2017	84,727,424	378,709
2018	92,036,020	1,322,484
2019	98,638,860	1,342,562
2020	98,428,832	3,577,999
2021	98,939,506	4,557,200
2022	102,658,506	3,3431,264
2023	111,629,219	5,589,343
Total		20,853,629
Asset Increase	47.3%	

***PBC Sinking Fund Balance = \$5,960,178**

1.1 General Improvements

- Website to be launched in November/December 2023.
- StrataVote/Bing – New software systems that enable greater efficiencies in body corporate reporting and voting which will save time and communication with RBC Chairs and Committees.
- Complete review of reporting formats for all entities has commenced.
- Proposal presented and supported by Finance and Contracts Subcommittees to employ an Irrigation and Pump Technician and Trades Assistant in-house, saving approx. \$153,000 (ex gst) each year.
- Water Billing:
 - Implementation of standpipe hiring procedure.
 - Reviewed high/low water usage in-house & labour procedures.
 - Hydrant and sluice valve investigation and replacement work.
 - Tulip street lighting replacement (three-year program) commenced; savings will be generated by cost efficient technology.
- Facilities Compound – Total project cost, including contingency, was \$1,402,612 (ex gst). The remaining budget is \$76,902.
- Class A Water project \$5,860,000 (ex gst) commenced with potential June 2024 completion.
- Introduced automated Parking Infringement Notices and ticket printing whilst on patrol.
- All Security Officers on patrol have iPads to allow access to all relevant documentation whilst on patrol.
- Avigilon CCTV to heighten Sanctuary Cove's security, including alerting the team when a person tailgates.
- Stage 2 CCTV underway with 25 cameras in 17 locations installed utilising Wi-Fi technology and solar power.
- Security vehicles upgraded in February.

Key Performance Indicators

Positive / Actioned	Watch / Ongoing	Negative / Not Started
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Principal Body Corporate (Major Variances)

Principal Body Corporate (Major Expenditure Category)	YTD Actual	YTD Budget	Variance A/F (%)	Variance B	Top 5	Forecast Annual	Budget Annual
Management Fees	1,292,898	1,248,280	103.6%	44,618		1,292,898	1,248,280
Security Services	9,250,887	9,189,171	100.7%	61,716		9,250,887	9,189,171
Software Manager Service Fees	871,888	858,401	101.6%	13,487		800,000	887,828
Consultants	40,007	27,200	147.1%	12,807	1	40,000	128,888
Class A/Lease Fees	18,781	0	187.8%	18,781		18,781	18,188
Grounds & Gardens - Contract	747,488	842,800	88.7%	95,312		881,888	808,000
Grounds & Gardens - Contracting	78,071	81,887	94.1%	3,816		88,071	100,000
Grounds & Gardens - Tree Management	78,861	81,887	95.1%	3,026		88,861	100,000
Grounds & Gardens - Other	48,788	127,200	38.3%	78,412	4	81,788	100,000
Inspection - Golf Lakes Maintenance	21,470	8,187	262.0%	13,283	2	21,470	20,000
Insurance Premiums	174,508	200,841	86.9%	26,333		174,508	200,841
Plumbing Contract	48,071	100,888	47.7%	52,817		100,000	181,888
Plumbing - Materials / Machinery	124,808	114,881	108.7%	9,927		148,808	128,000
Repairs	40,000	30,881	130.0%	9,119		40,000	38,000
Roof Servicing	18,111	80,000	22.6%	61,889		80,000	80,000
Water Removal - Contract	770,878	771,717	99.9%	839		881,878	841,888
Water Charges	880,411	140,000	629.0%	740,411	3	880,411	100,000
WPC Expenses	81,888	120,000	68.2%	38,112		121,888	120,000
Urgency - A or C class water usage	18,474	70,000	26.3%	51,526	4	18,474	78,841
Other Expenses	1,801,180	1,890,141	95.3%	88,961		1,801,180	1,878,841
Total Expenditure	18,890,860	18,548,888	101.9%	341,972		19,181,887	18,178,488

Points to note:

- 2023 Budget only nominal maintenance and not water management plan, the overspend in this account is offset by A class water not used.
- Water Charges – GCCC issued a revised invoice in relation to a water leak. This matter is currently under review with GCCC, and insurance claim submission is under review.
- Savings in Class A is partially absorbed by increased costs for Golf Lakes maintenance.
- Grounds and Gardens other works projected to result in \$76k savings for the year.
- Utilisation of consultants as required.

Sanctuary Cove Principal Body Corporate			Budget	70,000.00
Grace Lawyers	28.08.20	Application to referee Lot 4 Corymbia		419.90
Grace Lawyers	14.12.20	Short Term Letting through RZABLS		675.30
Grace Lawyers	01.12.21	Advice for minor/major project agreement/contract		1,074.45
Grace Lawyers	31.10.22	PBC v Leslie		820.00
Grace Lawyers	31.10.22	PBC v QLD Property Holdings		2,380.00
Grace Lawyers	29.11.22	Leslie settlement		0.00
Grace Lawyers	30.11.22	PBC Rezoning		1,163.30
Grace Lawyers	31.12.22	General Retainer December 2022		1,070.00
Grace Lawyers	31.12.22	PBC v QLD Property Holdings		346.50
Grace Lawyers	28.02.23	PBC v Leslie		975.00
Grace Lawyers	28.02.23	PBC v Sue Grey		809.00
Grace Lawyers	28.02.23	PBC v 4638 The Parkway		3,504.50
Grace Lawyers	28.02.23	General Retainer February 2023		225.00
Grace Lawyers	31.03.23	PBC v Leslie		2,310.00
Grace Lawyers	30.04.23	PBC v Buttner		3,740.00
Grace Lawyers	30.04.23	PBC Rezoning		1,683.00
Grace Lawyers	30.06.23	Amend mooring agreement		1,469.50
Grace Lawyers	31.05.23	PBC v Buttner		5,815.40
Hynes Legal	22.06.23	DCBL review		9,272.52
Grace Lawyers	31.05.23	PBC v Buttner		2,475.00
Grace Lawyers	30.06.23	PBC v Buttner		9,564.60
Grace Lawyers	10.08.23	4728 The Parkway		1,524.50
Grace Lawyers	30.06.23	PBC Rezoning		2,284.20
Grace Lawyers	31.08.23	Livingstonia/Meeting with PBC members		1,100.00
Grace Lawyers	19.09.23	Livingstonia Florida Rooms		2,895.50
Grace Lawyers	31.08.23	PBC v 4638 The Parkway		2,145.00
Grace Lawyers	26.09.23	Livingstonia		2,000.00
				61,742.17
Budgeted position				8,257.83

Primary Thoroughfare Body Corporate (Major Variances)

PTBC (Major Expenditure Variances)	YTD Actual	YTD Budget	Variance \$ []	Variance %	Top 5	Forecast Annual	Budget Annual
Management Fees	470,414	480,414	(9,999)	(2.1%)		470,414	480,414
Repairs & Maintenance	14,880	8,147	6,733	82.6%	1	18,000	10,000
R&M - Gen	87,118	10,790	76,328	708.4%		50,000	10,500
Office - animal management	100,000	120,000	(20,000)	(16.7%)		100,000	140,110
Grounds & Garden - contract	100,000	107,000	(7,000)	(6.5%)		100,000	100,000
Grounds & Garden - consulting	0	41,000	(41,000)	(100.0%)	2	0	40,000
Grounds & Garden - tree management	10,000	10,000	0	0.0%		10,000	10,000
Grounds & Garden - other	10,000	10,000	0	0.0%		10,000	10,000
Electrical - contract	10,000	10,000	0	0.0%		10,000	10,000
Insurance - Gen	10,000	0	10,000	100.0%		10,000	10,000
Insurance - Premium	10,000	10,000	0	0.0%		10,000	10,000
Logistics - materials/machinery	0	10,000	(10,000)	(100.0%)	3	0	10,000
Logistics - Soft Lawn Mow	10,000	10,000	0	0.0%		10,000	10,000
Logistics - 4 wheel water	10,000	10,000	0	0.0%	4	10,000	10,000
Road levelling	10,000	10,000	0	0.0%		10,000	10,000
Roads	10,000	10,000	0	0.0%		10,000	10,000
Utilities - electric/light	10,000	10,000	0	0.0%		10,000	10,000
Utilities - water	10,000	10,000	0	0.0%	5	10,000	10,000
Other Expenses	10,000	10,000	0	0.0%		10,000	10,000
Total Expenditure	1,000,000	1,000,000	0	0.0%		1,000,000	1,000,000

Notes:

1. Irrigation Materials / Machinery – spent as required. Annual forecast spend reduced from \$25k to \$5k based on current requirements.
2. Grounds & Gardens – Mulching – spent as required. Annual forecast reduced from \$45k to \$25k.
3. Utilities Water costs is a timing issue and expect expenses to be recognised in October.
4. 2023 Budget only nominal maintenance and not water management plan, the overspend in this account is offset by A class water not used.
5. Repairs & Maintenance as incurred, including paint supplies, materials, Energex pad locks and materials used.

SECURITY SERVICES

Security Statistics (from the 1 November 2022)

Period	Alarm Activations				Medical	Incidents	Keys Issued	Infringe Notices	Accesses
	Fire	General	Panic	Total					
YTD 2023	566	1539	580	2685	165	292	1558	1777	197
YTD 2022	668	1689	509	2866	134	163	1841	2100	175

Residential Zone Activities By-Laws – Issue of Vehicle Parking Reminder Notices

241 Parking Infringement “Reminder Notices” were issued in September compared to 151 for the same period in the previous year. A breakdown of the “Reminder Notices” by Body Corporate and location type is outlined in the tables n the following page.

RBC	No of Breaches	Previous Year	RBC	No of Breaches	Previous Year
Zieria	35	2	Darwinia	7	0
Washingtonia	31	10	Molinia	5	3
Colvillia	25	0	Acacia	4	11
Tristania	21	16	Banksia Lakes	3	1
Plumeria	17	22	Caladenia	3	6
Schotia Island	16	17	Felicia	2	5
Roystonia	13	16	Adelia	0	2
Cassia	11	1	Livingstonia	0	1
Harpullia	11	14	Corymbia	0	2
Alpinia	10	12			
Bauhinia	10	0			

Ardisia	9	7			
Araucaria	8	3			
	217	120		24	31

Parking Breach Location Type	Number
Overnight Road	101
Driveway Crossover	0
Nature strip/Verge	79
Visitor Carpark/Bay	53
Vacant Lot	7
Boat Ramp Carpark	1
	241

Speed Sign/Camera

There are no Speeding Notices to report for September.

Fixed Speed Radar Reading

Speed	<40 km/h	41-45 km/h	46- 49 km/h	50-59 km/h	60 69 km/h	70 + km/h	Total Statistics
YTD 2021	145,231	11,630	1,288	468	213	17	158,847
YTD 2022	267,787	54,985	11,143	2,191	381	111	336,598
YTD 2023	335,047	76,365	14,454	2,575	453	87	428,981
Total	748,065	142,980	26,885	5,234	1,047	215	924,426
% Current YTD	78.10%	17.80%	3.37%	0.60%	0.11%	0.02%	100.0%
Jul 2023	30,515	6,709	1,159	191	31	3	38,608
Aug 2023	32,674	6,885	1,191	204	32	7	40,993
Sep 2023	30,757	6,355	1,219	93	31	14	38,469
% Current Month	79.95%	16.52%	3.17%	0.24%	0.08%	0.04%	100.0%

Highest Speed

Location	Speed km/h	Date	Time
1019 Edgecliff	86	13.09.23	1600hrs
2204 The Parkway	86	04.09.23	1430hrs

Operational

There are twenty-six (26) Incidents reported for September:

- a) Eight (8) were Person related including:
 1. A tenant's daughter who invited friends for an unauthorised party
 2. A domestic dispute where a resident's son caused minor damage to the house.
 3. A group of disorderly guests leaving a Country Club function
 4. A person injured in a vehicle accident on Santa Barbara Rd
 5. A noise complaint for a Hotel room
 6. 3 trespass incidents for a person trying to fish near Pines Gate, 2 youths in an external toilet at the Country Club and a contractor found after hours on a construction site.

- b) Eleven (11) were Vehicle related including:
 1. A contractor that tailgated
 2. 4 for damage including a traffic bollard in the Village, the railing on the 22 Ton bridge, a car window damaged by a stone and a minor crash between 2 resident cars
 3. A buggy and a vehicle that hit the entry boom at the gate
 4. A noise complaint for car revving its engine
 5. A resident's vehicle parked long-term in the Hotel carpark
 6. A buggy that broke down near Village Gate
 7. A stolen car dumped onsite, and a resident's car taken from their driveway and recovered by Security

- c) Seven (7) were Property related including:
 1. 2 alarms in the Village
 2. Slurry liquid dripped from contractor trailer onto the roadway
 3. LPR camera cover damaged by trailer gate
 4. Resident garage door egged by unknown person
 5. Civil dispute over final payment for new build home
 6. Theft of building materials from an unfenced site

50 Complaints were received in September:

	Sep 2023	Aug 2023	Jul 2023	Jun 2023
Rentals	2	4	6	21
Residents	32	34	25	26
PBC/Village/Hotel	6	8	4	5
Subject not located	10	6	9	9
TOTAL	50	52	44	61

Marine Patrols

There were 582 patrols of Marine Zones 1-5 by Haven (including transit between zones).

- a) Haven was deployed on 5 dayshifts and 0 night shifts
- b) Eden was deployed on 21 dayshifts and 22 night shifts

September 2023	Haven	Eden	Totals
Zone1/Harbour 1	10	193	203
Zone 2/Harbour 2	10	112	122
Zone 3/Harbour 3	10	100	110
Zone 4/Harbour 4	10	61	71
Zone 5/Roystonia	5	71	76
Total Patrols	45	537	582
Day Patrols	5	21	26
Night Patrols	0	22	22

There were 20 incidents of unauthorised access in private Harbours and lakes in September:

- a) 20 were fishing related and moved on without incident with half of them reported on Marina Piers and the Boulevard lake

Visitor Management System and License Plate Recognition

	05.09.23	04.10.23
Residents registered with LPR	1101	1081
Total not registered with LPR	297	317
Total Lots	1,398	1,398
Resident vehicles/buggies entered LPR	5281	5319
Permanent visitor vehicles entered LPR	4197	4189
Total Vehicles	9478	9508
Residents registered VMS Resident Portal	386	390
Number of Residents/Builders using VMS including multiple users from the same house	104	104
Number of VMS entries (exclude testing)	2649	2635

The current number of Body Corporate owners is- 1398.

LPR registration by Residents decreased by 20 to 1,081 or 77% of resident homes.

VMS Portal registration increased by 4 for the month to 390.

104 residents and builders are actively using the portal.

The number of VMS entries for current residents and builders decreased by 14 to 2635.

LPR Technology Update

The current LPR fault criteria are the vehicle is LPR registered, it stopped correctly at the read point however the plate was not read. The faults are reported daily to the service provider for review.

There has been an intermittent increase in the number of incorrect LPR reads caused by a back end issue in the Gallagher program. This will be rectified with a scheduled software update. As a result there are no stats to report for September.

No. of Failed Reads % of Failed Reads

<i>Reason Reported</i>	<i>01.10.2023</i>	<i>01.10.2023</i>
Had been working previously	0	100%

No. of Failed Reads % of Failed Reads

<i>Gate</i>	<i>01.10.2023</i>	<i>01.10.2023</i>
Village Gate	0	0%
Main Gate	0	0%
The Pines Gate	0	0%
The Address	0	0%
North Gate	0	0%

Alarm Defects at 6.09.23

Security is currently managing a total of 153 alarm related defects comprising 10.94% of 1398 homes.

Of this total, 10 are linked to the FTTH network and we liaise directly with OptiComm to get these alarm systems reporting to Security.

BODY CORPORATE SERVICES

1. Building Works – Inspections undertaken four times per week by BCS and seven days per week by Security Services Team. Finalising review of building forms.
2. Stage 1 DCBLs – Completed – Sent to Department of State Development, Infrastructure, Local Government and Planning. Stage 2 – discussion of a working group to commence.
3. Compliance – Inspections undertaken four times per week. Report issued to PBC EC for further instruction for those matters issued with 3 or more breaches.
4. Website Formulation – Public landing page completed. Working with Developer to complete owner content and forms. Close to completion.
5. Complete Policy and Procedure review. Ongoing.
6. SharePoint- Finance PBC tab for easy reference.

Parking Compliance

As per the PBC approved Parking Compliance Policy, the following breach notices have been issued to offending residents. Security Services have suspended automated access into the Residential Area for the corresponding amount of time for each individual vehicle.

Month	1 st Breach Notice Issued	2 nd Breach Notice Issued	3 rd Breach Notice Issued
November 2022	4	0	0
December 2022	3	0	0
January 2023	4	0	0
February 2023	9	0	0
March 2023	2	1	0
April 2023	0	0	0
May 2023	2	0	0
June 2023	4	1	0
July 2023	1	0	1
August 2023	4	0	0
September 2023	3	0	0
October 2023	4	1	0

Update on Current Matters- Referee Applications

Month	Matters Referred to PBC	Matters Completed Prior to Submission to Referee	Application being assessed prior to submission	Applications Submitted to Referee	Matters Withdrawn from Referee due to completion of Required Works	Total Number of Applications Currently Lodged with the Referee	Orders Received from Referee
November 2022	2	1	1	0	1	1	0
December 2022	0	1	2	0	0	1	0
January 2022	0	1	1	0	0	1	0
February 2023	1	0	1	0	0	1	0
March 2023	2	0	1	0	0	1	0
April 2023	2	1	1	1	0	1	0
May 2023	1	0	2	0	0	2	0
June 2023	0	0	1	2	0	4	0
July 2023	2	1	0	0	0	3	1
August 2023	4	2	0	0	0	3	0
September 2023	0	1	3	0	0	3	0
October 2023	0	0	3	0	0	3	0

FACILITIES SERVICES

Sinking Fund Major Projects

Entity	Project	Status
PTBC	Pine Bridge repairs	Complete
PTBC	Main Entry bridge - Paint	Awaiting Quotations
PTBC	Facilities Compound	Complete
PBC	Tulip lights	In Progress
PBC	Butcherbird park lighting	On hold
PBC	Edgecliff Drive entrance lighting	On hold
PTBC	Entry lighting - Entry Bridge	Awaiting Quotations
PTBC	Entry lighting - Bollards	Approved
PTBC/PBC	Class A Water project- PTBC and PBC portions	In Progress
PBC	Year 3 Kerbing - Roystonia/Colvillia	In Progress
PTBC	Village Gate - Kerb replacement	Awaiting Quotations
PBC	Year 2 & 3 Landscaping Management Plan	In Progress
PBC	Park signage	On hold
PBC	Repair/replace - Plumeria Paths	Complete
PBC	Repair/replace - Washingtonia/Anchorage	On hold
PBC	Repair/replace - Butcherbird Path	Complete
PTBC	Livingstonia buggy path resurfacing	Complete
PBC	Various - check and isolation valves	Complete
PTBC	Reline sewer pit - Pump 18	Complete
PBC	Parking bays	In Progress
PBC	Village Gate - Paving replacement	Awaiting Quotations
PTBC	Village Gate - Paving replacement	Awaiting Quotations
PTBC/PBC	CCTV - PBC and PTBC Portions	In Progress
PBC	Gross pollutant trap	Complete
PTBC	Address Gates/Fences	Approved
PBC	PRV	In Progress
PBC	Hydrants/valves	In Progress
PBC	Water meters x 50	Complete
PBC	Pathway loop	On hold
PTBC	Drones	On hold

Contracts Subcommittee

N/A

Key Performance Indicators

Service Provider	PI	LS	SPS	Cleanaway	Opticomm
1.1 Maximum number of failures P2 (Missed calls W&R)	0	0	0	0	1
1.2 Response & Repair Timeframe (Missed bins W&R)	87%	68%	N/A	6	N/A
1.3 Preventative Maintenance (Complaints <5 W&R)	50%	72%	100%	2	N/A
1.4 Document Compliance	100%	100%	100%	100%	50%
1.5 Reporting	50%	100%	100%	100%	0%

Hazard Identification/Reporting

Chemical: When there is exposure to any chemical preparation

Ergonomic: Manual Handling, type of work, body positions and working conditions

Physical: Any factors within the environment that can harm the body

Safety: Unsafe condition that can cause injury, illness and death, trip, fall etc.

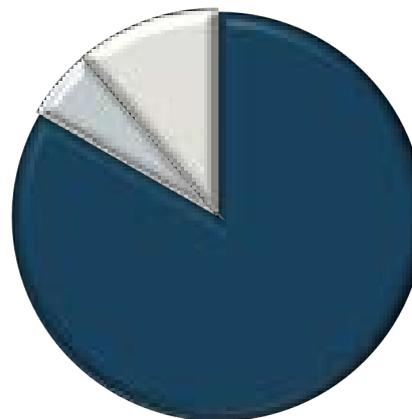
Biological: Include exposure to harm or disease associated with working with animals, people, or plants

Hazards Category



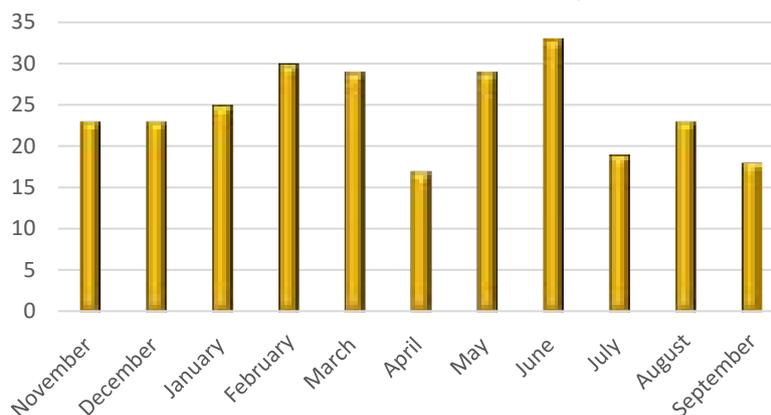
- Chemical
- Ergonomic
- Physical
- Safety
- Biological

Hazard Source



- Facilities
- Residents
- Security

Total Hazard Identified 2022/2023





MINUTES OF ARCHITECTURAL REVIEW COMMITTEE MEETING

Body Corporate:	Sanctuary Cove Principal Body Corporate		
Committee:	Architectural Review Committee		
Location of Meeting:	Meeting Room 1, Sanctuary Cove Body Corporate Services, Sanctuary Cove, QLD 4212		
Date of Meeting:	Monday, 16 October 2023		
Meeting chaired by:	Mrs Caroline Tolmie (CT)		
Meeting Start Time:	9:06am	Finish Time:	9:48am

Attendance

The following Committee members were present in person at the meeting:

Chairperson	Mrs Caroline Tolmie (CT)
Ordinary	Mr Peter Ginn (PG)

The following members present by Voting Paper:

Ordinary	Mr John Venn (JV)	
Non - Voting	Mr Michael Jullyan (MJ)	Executive Architect
Non - Voting	Mr Dale St George (DSG)	Chief Executive Officer
Non - Voting	Ms Caitlin Sealey (CS)	Building Approvals Manager
Non - Voting	Mrs Jodie Cornish (JC)	Manager of Body Corporate

APOLOGIES

Ordinary	Mr Paul Lynam (PL)
Ordinary	Mr Stuart Shakespeare (SS)
Ordinary	Mr Craig Eccles (CE)

CONFLICT OF INTEREST

Nil conflicts were tabled by members.



BUSINESS ARISING

2. 5342 Marine Drive North – Unapproved Works

Principal Body Corporate (PBC) direction required, CS to advise applicant that the matter is with the PBC for their consideration.

3. 4638 The Parkway – Update on Matter

DSG advised the matter is with the PBC EC and legal representatives.

MOTIONS

1 ARC Minutes of Previous Meeting

Proposed by: The Chairperson

RESOLVED That the minutes of the Architectural Review Committee meeting held 11 September 2023, as tabled at this meeting, are a true and accurate record of the proceedings of the meeting.

Yes	2
No	0
Abstain	1

2 5829 Covese Lane, Lot 40 Washingtonia

Proposed by: The Chairperson

RESOLVED That the Architectural Review Committee recommends the application for Minor Alterations at 5829 Covese Lane be approved by the Principal Body Corporate (PBC) subject to:

Yes	2
No	1
Abstain	0

1. Stormwater connection is to connect to existing legal point of discharge;
2. Installation of Solar Panels as follows:
 - a. Panels are to be low profile and are to be flush to the roof.
 - b. The frame colours are to blend with the solar panels.
 - c. Panels are not to be visible from the Secondary Thoroughfare taking into consideration the most efficient location for the proposed solar panels.
3. Landscape planting to be installed and maintained in front of garage wall facing street; and
4. New Garage is to be constructed in same location as existing carport.

In making this recommendation, the ARC notes to the PBC that the application recommends for approval of the following relaxations:

1. Thoroughfare Building Line Class 10; and
2. Fences Adjacent to Thoroughfare Alignment.

Further **RESOLVED** that the ARC requests the Building Approvals Manager (BAM) to advise the applicant of the outcome.



3 5308 Marine Drive North, Lot 84 Roystonia

Proposed by: The Chairperson

RESOLVED That the Architectural Review Committee recommends the application for Exterior Paint at 5308 Marine Drive North be approved by the Principal Body Corporate (PBC) subject to:

Yes	2
No	0
Abstain	1

1. Exterior Paint approved colours are:

- Primary Exterior – Dulux Weather Shield “Klute SN4G5” or Dulux Weather Shield “Timeless Grey”
- Fascia – Dulux Weather Shield “Black Caviar”
- Trims – Dulux Weather Shield “Lexicon”
- Exterior Doors – Glass with “Pearl White” Powder Coated Frames
- Garage Doors – Powder Coated “Dover White” (Texture Woodgrain)
- Roof & Gutters – Dulux Weather Shield “Black Caviar”
- Gates – Aluminium Powder Coated “Pearl White”

Further **RESOLVED** that the ARC requests the Building Approvals Manager (BAM) to advise the applicant of the outcome.

4 Executive Architect / Building Approvals Manager recommendations – ending 9 October 2023

Proposed by: The Chairperson

RESOLVED That the Architectural Review Committee notes and accepts the following building applications recommended for approval by the Principal Body Corporate EC as submitted by Executive Architect and Building Approvals Manager for the period ending 9 October 2023:

Yes	3
No	0
Abstain	0

- 1. 8024 Key Waters, Lot 16 Harpullia**
Release of Compliance Agreement Fee – Exterior Paint
- 2. 4728 The Parkway, Lot 155 Washingtonia**
Release of Compliance Agreement Fee – Minor Alterations
- 3. 4760 The Parkway, Lot 91 Washingtonia**
Application for Solar Panels
- 4. 5924 Turnberry Terrace, Lot 113 Cassia**
Application for Minor Alterations
- 5. 5606 Harbour Terrace, Lot 34 Bauhinia**
Application for Tile Replacement
- 6. 5330/5332 Marine Drive North, Lot 95 & 96 Roystonia**
Application for Exterior Paint
- 7. 5699 Anchorage Terrace, Lot 76 Bauhinia**
Application for Roof Replacement



5 ARC Recommendations to the PBC – 16 October 2023

Proposed by: The Chairperson

RESOLVED That the Architectural Review Committee (ARC) requests the PBC EC consider the matters recommended by the ARC at its meeting held 16 October 2023.

Yes	3
No	0
Abstain	0

OTHER MATTERS/GENERAL BUSINESS

1. 4846 The Parkway – Swimming Pool

CS provided overview on matter and advised we are now in receipt of the Form 16 – Inspection Certificate which will allow us to complete a Final Inspection.

2. 4827 The Parkway – Exterior Paint

Matter was discussed amongst attendees and it was noted that approval was provided by the EA & BAM on 13 April 2023 which was then further ratified at the ARC Meeting held 18 April 2023.

3. 4610 The Parkway – Synthetic Turf

CT advised background of matter and explained why such approvals have been provided. Committee reviewed image and it was noted that further information was required prior to signing off on the works. CS to reach out to the owner and request the following information:

- Subbase specifications;
- Quality of the Synthetic Turf; and
- Advise there is currently a Trip Hazard present and it is required that the turf is flush with the footpath.

4. Retaining Walls

MJ advised that he is frequently receiving retaining wall applications to be constructed in concrete or timber sleeper material which he does not deem as an adequate 1st Class Material. It was discussed amongst members and the above was agreed upon.

5. Final Stage 1 DCBL's

DSG confirmed the Stage 1 DCBLs are still with the Department of Planning for approval. It was further advised that the Development Work Deed is currently in the works which will be presented to the ARC in the coming months.

6. Stage 2 DCBL's

It was discussed that SS has commenced the review of the Stage 2 DCBL's. JC to request update and request the first revision be tabled with the ARC by the end of the year.

Note – ALL Motions above will not be actioned by BAM until acceptance of ARC recommendations by the PBC EC on Monday, 25 September 2023.



Name of voter: _____

Signature of voter: _____ Date: _____

DRAFT

**MINUTES OF THE
CONTRACTS SUB COMMITTEE MEETING
OF THE PBC / PTBC**

Body Corporate	Sanctuary Cove Principal Body Corporate GTP 202 Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201		
Committee	Contracts Sub-Committee		
Location of Meeting:	Meeting Room 1 - Sanctuary Cove Body Corporate Services		
Date and Time of meeting	Tuesday, 17 October 2023		
Meeting Chaired by:	Mr Shaun Clarke		
Meeting start time:	10.29am	Meeting finish time:	11.03am

ATTENDANCE

The following Committee members attended the meeting In Person:

Chairperson	Mr Shaun Clarke (SC)
Ordinary	Mr Reid Miller (RM)
Ordinary	Mr Ken Morrisby (KM)
Ordinary	Mr Robert Nolan (RN)

BY INVITATION

CEO	Mr Dale St George (DSG)
Facilities Services Manager	Ms Shanyn Fox (SF)
EA to the CEO	Mrs Tamara Jones (minute taker)

QUORUM

The Chairperson declared that a Quorum was present.

CONFLICT OF INTEREST

No conflict of interest in the matters to be discussed was declared.

Proposed Response to the PBC EC's Request for Information

SC welcomed all Members and provided background on the purpose of the meeting. Members queried the reason the EC has questioned the integrity of the CSC in its irrigation recommendation, particularly in light of the proposal being subsequently approved by the PBC and the PTBC at general meeting.

Discussion ensued surrounding the logic of bringing certain contracts in-house and leaving others to external contractors. Waste & recycling, landscaping and road-sweeping are logically best left to external contractors whereas bringing plumbing, electrical and irrigation in-house is rational, especially when considering the efficiency benefits of the synergy achieved and the cost savings to the community. It was further discussed that irrigation was not brought in-house at the same time as the plumbing and electrical contracts as the irrigation contract was not due for renewal at this time.

SC drafted a letter in response to the PBC EC's request for information which was reviewed by all Members. It was unanimously agreed that the letter be signed by SC and issued to the PBC EC.

Finally, SC noted that despite the implied concern by the EC, it is his sincere hope that previous/current events have not undermined the confidence of the FM performing her job effectively, which she consistently excels at. Sanctuary Cove is fortunate to have her on board, all Members agreed.

ATTACHMENT 1



MINUTES COMMITTEE MEETING, OF THE PRINCIPAL BODY CORPORATE GTP 202

Type of Meeting: Voting Outside Committee Meeting
Date and Time of meeting: Tuesday 3rd Oct 2023
Meeting Start: 4:05PM
Meeting Finish: 4:10PM

ATTENDANCE:

The following members were represented by voting paper:

Lot: Cassia GTP 1702 Owner Cassia GTP 1702 Rep: Mr Peter Cohen (PC)
Lot: Felicia GTP 107128 Owner Felicia GTP 107128 Rep: Mr Stuart Shakespeare (SS)
Lot: Harpullia GTP 107045 Owner Harpullia GTP 107045 Rep: Mr Paul Kernaghan (PK)
Lot: Washingtonia GTP 1703 Owner Washingtonia GTP 1703 Rep: Mr Tony Ellingford (TE)
Lot: Roystonia GTP 1769 Owner Roystonia GTP 1769 Rep: Mrs Cheryl McBride (CM)
Lot: Livingstonia GTP 1712 Owner Livingstonia GTP 1712 Rep: Mr Brian Earp (BE)

QUORUM

A Quorum was present for this meeting.



MOTION

1	Irrigation Contract information requested from Contracts Subcommittee	CARRIED
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Proposed by: PBC Secretary

RESOLVED that the PBC EC refer the following request to the CSC.

At the PBC EGM on 29 September, it was resolved that the irrigation maintenance contract be taken in-house under the control and direction of the Sanctuary Cove Community Services Limited (SCCSL) with the company then on-charging the costs in total to the PBC and PTBC.

The current irrigation contract is between a specialist irrigation company and the PBC (and the PTBC). This document accords with the type of contract required between a primary provider and a recipient (the principal).

Under this contractual arrangement, SCCSL has the role of establishing and administering this contract on behalf of the PBC and the PTBC. This accords with the overarching intent of the Administration and Management Agreement between SCCSL and the PBC.

The PBC decision to permit the irrigation maintenance services currently provided under the existing irrigation contract to be taken in-house by SCCSL, effectively makes this entity the primary provider of these services to the PBC.

SCCSL is now proceeding to directly employ specialist irrigation staff to provide the same services under the current irrigation maintenance contract.

SCCSL is a separate corporate entity that currently provides contracted management and administration services to the PBC.

In order to protect the best interests of the PBC, it's important that there is an appropriate contractual arrangement between SCCSL and the PBC to ensure that the current scope and conditions of the services in the altered service delivery arrangements are maintained.

In accordance with the SCRA Section 50, the PBC EC requests its Contracts Subcommittee to -

1. Confirm that at its last meeting, it considered the attached document titled 'Irrigation – Maintenance Contract Inhouse' dated August 2023.
2. Examine and report on the content of the current irrigation maintenance contract and how its provisions can be applied to the proposed delivery of the same services by SCCSL.
3. Examine and report on the current Administration and Management Agreement between the PBC and SCCSL with respect to its relevance and adequacy to the proposed delivery of irrigation maintenance services to the PBC by SCCSL.
4. Meet at the earliest possible date to deliberate on these matters to coordinate with the end date of the current irrigation contract at the end of October 2023.

Yes	6
No	0
Abstain	0



Chairperson.....

ATTACHMENT 2



Subcommittee Terms of Reference Document



Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201
Sanctuary Cove Principal Body Corporate GTP 202
Sanctuary Cove Community Services Limited

Sub-Committee

Terms of Reference –Commencing January 2022
January 2022

Prepared By: Sanctuary Cove Body Corporate Services



Subcommittee Terms of Reference Document

Scope of Application:

Unless otherwise resolved by the respective body corporate at general meeting, each sub-committee of the PTBC and PBC will be established in accordance with the procedure contained herein and following establishment must comply with this procedure. Where any conflict or inconsistency exists between any by-law and this document, the by-law will have precedence.

Policy:

The PTBC/PBC has from time to time had the need to investigate and deal with matters either on a continual or irregular basis which require more detailed investigation and consideration than would normally be expected of the PTBC/PBC. In these circumstances the PTBC/PBC may seek to form a sub-committee for the purpose of investigating and reporting on such matters to determine what, if any actions the PBC/PTBC will resolve to undertake. Each subcommittee that is formed must be formed and conduct its business in accordance with these policies and procedures.

Procedure:

1. Formation

- a) The formation of the subcommittee must be approved by the PTBC/PBC at a general meeting.
- b) The executive committee may establish or dissolve a sub-committee subject to approval by the PTBC/PBC at its next general meeting following establishment of the subcommittee.
- c) A list of all subcommittees formed together with their Terms of Reference (TOR) must be maintained by the body corporate manager on behalf of the PTBC/PBC.

2. Terms of Reference

- a) A TOR document for each sub-committee setting out the purpose, aims and objectives together with limits of authority and external resources allocated of the subcommittee is to be prepared as soon as possible following approval for the formation of a new sub-committee, generally in line with the attached pro-forma template.
- b) The TOR will also include a recommendation as to the optimal number of members and the requisite skills and experience of committee members that would benefit the work of the sub-committee.
- c) If it is anticipated that external resources are required to assist the subcommittee, the TOR will also include an estimate of the costs for such resources that will be incurred.
- d) The PTBC/PBC will review the terms of reference for each subcommittee, including the recommended number, skills and experience of members and make such amendments to the document as it thinks appropriate prior to approving the TOR.
- e) The PTBC/PBC may approve the TOR but withhold approval for expenditure and require the subcommittee to submit resolutions authorizing expenditure from time to time to general meetings of the PTBC/PBC.
- f) Each subcommittee will be a joint subcommittee of the PTBC and PBC (exception being the ARC).

3. Membership

- a) Applicants who are not current members of the PBC and/or PTBC, expressing interest in a PTBC/PBC subcommittee will be initially considered and recommended for appointment by the PBC / PTBC.
- b) The members of each subcommittee will be appointed for a period as agreed by the PBC.
- c) An officer of SCCSL, or some other person approved by the PTBC/PBC may be appointed to each subcommittee to act as Secretary but, unless specifically resolved by the PTBC/PBC, that person will not be entitled to vote at sub-committee meetings.
- d) The initial appointment of subcommittee members appointed in accordance with clause 3. (a) shall be considered by the PTBC/PBC at the next general meeting of the PTBC/PBC following the date of their appointment and the PTBC/PBC will confirm appointment if it considers appropriate.
- e) If, at the meeting the PTBC/PBC chooses not to confirm the appointment of a member of a sub-committee, that membership will lapse at the close of the PTBC/PBC general meeting where confirmation was not given.



Subcommittee Terms of Reference Document

- f) The PTBC/PBC has the right to amend the TOR or to remove or appoint a member (subject to consideration in accordance with this policy) of a sub-committee at any time by resolution at a general meeting.
- g) An individual is only permitted to be Chairperson of one (1) subcommittee at any one time.
- h) Every member, whether voting or non-voting must declare an evident or perceived conflict of interest in any matter being considered by the subcommittee. If requested by the chairperson, the member who makes such a declaration will recuse themselves from discussion of that matter.
- i) A subcommittee may invite a non-voting temporary member from time to time to provide specialist expert advice in consideration of a matter before the sub-committee.

4. Meetings

- a) The subcommittee will hold regular meetings and maintain accurate records and minutes of meetings.
- b) Subcommittees may meet informally from time to time for the purpose of working through matters relevant to the terms of reference of that subcommittee, records and minutes of such meetings are not required.
- c) Unless as otherwise stated in the TOR, all subcommittee meetings will be held in accordance with the appropriate sections relevant to committee meetings procedures detailed in the Building Unit & Group Title Act 1980.
- d) In circumstances where the minutes of the meetings of a sub-committee do not provide a clear status of the matters for which the subcommittee has been established to consider, the subcommittee will prepare a written report summarizing the status of its business for the monthly PTBC/PBC meeting.
- e) All activity and conduct undertaken by subcommittee members must be done so on the basis of each member's agreement to the Code of Conduct of PBC Members as stated in the Sanctuary Cove Resort Act 1985.
- f) Each subcommittee member, unless expressly otherwise agreed to by the subcommittee chairperson is:
 - (a) not to reveal any of the confidential subcommittee information to any person outside of the subcommittee or relevant BCS staff unless so directed by the subcommittee chairperson
 - (b) to keep all of the subcommittee information secret and confidential;
 - (c) not to make copies or duplicates of the information issued to the subcommittee.

5. Voting Protocol

- a) Each voting member, including any officer appointed by the subcommittee under 3 c) above and entitled to vote shall have one vote in consideration of a resolution before the subcommittee.
- b) Resolutions on matters before the subcommittee and which are to be put as recommendations to the PBC/PTBC for approval shall be carried or lost on a simple majority of votes from voting members present at the meeting considering the resolutions. Members votes, including dissenting votes shall be recorded in the minutes.



Subcommittee Terms of Reference Document

LIST OF SUB-COMMITTEES

STATUS

Architectural Review Sub Committee	Active
Contracts Sub Committee	Active
Finance Sub-Committee	Active

FILE DETAILS

Author: Body Corporate Services
Path: X:\SUB-COMMITTEES\Terms of Reference - Sub-Committees\TOR
File Name: Terms of Reference – All Sub-Committees

VERSION CONTROL

DATE:	VERSION:	STATUS:
30 Dec 2011	20111230	Submitted to General Meeting
28 Jul 2014	20140628	Submitted to General Meeting
23 Feb 2015	20150223	Submitted to Executive Committee
23 Mar 2015	20150323	Submitted to General Meeting
27 Apr 2015	20150427	Submitted to General Meeting
25 May 2015	20150525	Submitted to General Meeting
13 September 2018	20180913	Submitted to Executive Committee (<i>informal</i>)
27 September 2018	20180927	Submitted to Executive Committee
04 October 2018	20181004	Submitted to PBC (<i>informal</i>)
29 October 2018	20181029	Submitted to PBC EC
29 November 2018	20181129	Submitted to PBC EGM
10 December 2018	20181210	Submitted to PBC AGM
28 March 2019	20190328	Submitted to PBC EGM
April 2020	202004	Submitted to PBC EC
May 2020	202005	Submitted to PBC EGM
May 2021	202105	Submitted to PBC EGM
January 2022	202202	Submitted to PBC EGM (removal of ARC TOR)

Current

NAME	TAG	PARENT	DATE COMMENCED	MEMBERSHIP	MEETING FREQ	QUORUM	STATUS
Contracts	CON	PTBC/PBC	24.07.2007	4 min 7 max	As required	3 voting members	Active
Finance	FIN	PTBC/PBC	08.05.2007	4 min 7 max	6 / annum	3 voting members	Active



Subcommittee Terms of Reference Document

Sub-Committee Name:	Contracts Sub Committee	CSC
Prepared By:	The Secretary	
Dated Subcommittee Commenced:	24 July 2007	
Proposed Number of Members:	No less than 4, no more than 7 voting members	Quorum: 3 voting members
Recommended Meeting Frequency:	As required	

Purpose of Sub-Committee:
<ol style="list-style-type: none"> 1. Responsible for the tendering process. <ol style="list-style-type: none"> (a) A contract is issued to tender when it is one of the following multiyear contracts; <ul style="list-style-type: none"> • Hydraulics • Electrical • Landscaping • Irrigation • Waste & Recycling • Street Sweeping • FTTH (if delegated by SCCSUT) (b) Other circumstances whereby a contract will generally be the Contracts Subcommittee include; <ol style="list-style-type: none"> (i) Any unbudgeted item above \$250k, whether new or an add on to an existing contract will be issued to the Contracts Sub-committee for review and recommendation as to whether the contract is to be issued to tender or direct quote; (ii) Any item above \$250k already budgeted may, at the discretion of the Body Corporate Manager and/or the PTBC and/or PBC, be issued to the Contracts Sub-committee for review to provide a recommendation as to whether the contract is to be issued to tender or direct quote; (iii) Any item which the PTBC and/or PBC Committee deems appropriate (iv) Any multiyear contract in which aggregate expenditure exceeds \$250k 2. Responsible for aligning the scope of standing contracts with the community’s formally articulated standards. 3. Review of the above multi-year contracts on a six-monthly basis. 4. Review and make recommendation to the PBC / PTBC on the above multi-year contracts and any variation of same. 5. A business case will be developed and issued to the PTBC / PBC and will provide, at a minimum; <ul style="list-style-type: none"> - Outline a scope - Rationale for proposed expenditure - Whole of life cost / benefit analysis - Details of any alternatives considered - Funding arrangements proposed - ASIC Company Detail Search/ Dunn and Bradstreet report 6. The CSC must ensure that, in accordance with the Tender Process Principles and Procedures Document the Purpose, Guidelines and Obligations of this document are adhered to on issue of new tender documentation to ensure the process is open to all potential suppliers and that open communication channels are in place.

Desirable Skills, Experience or Background of Sub-Committee Members:
<ol style="list-style-type: none"> 1. Sound procurement/contract/tender skills with a good knowledge of Sanctuary Cove.

Other Comments:
<ol style="list-style-type: none"> 1. It is also important that the process and documentation for this sub-committee is managed transparently and professionally. 2. Information assessed by the subcommittee is of a confidential nature. 3. The subcommittee will adhere to the procedures detailed in the Subcommittee Policy & Procedures V7 dated December 2018. 4. The PBC will appoint all of the members of the CSC and retains the right to appoint, dismiss, add to or replace any/all members of the CSC.



Subcommittee Terms of Reference Document

Members	
Chairperson As appointed by PBC	
Members As appointed by the PBC Minimum 4 and maximum 7 resident voting members Secretary (non-voting)	
Date of Approval:	20210527



Subcommittee Terms of Reference Document

Sub-Committee Name:	Finance Sub Committee	FSC
Prepared By:	The Secretary	
Dated Subcommittee Commenced:	8 May 2007	
Proposed Number of Members:	No less than 4, no more than 7 voting members	Quorum: 3 voting members
Recommended Meeting Frequency:	Min 6 per year	

Purpose of Sub-Committee:

1. To receive and review the immediate past calendar month's financial accounts for the PTBC and PBC.
2. To review SCCSL Financial Reports on a monthly basis with respect to;
 - Budget compliance
 - Cash Flow viability
 - Review SCCSL and Unit Trust draft budgets and make suitable recommendation(s) to the SCCSL Board with respect to those draft budgets proposed by BCS.
 - Investment & Risk Policy compliance
3. To interface with BCS in relation to all aspects of the financial process of the PTBC/PBC including (but not limited to) financial policies (purchasing, treasury etc.) reports, transactions/expenditure, expenditure variances, budgets and approval processes, sinking funds and delinquency. (anomalies)
4. To report (via the sub-committee minutes & action item list) to the PTBC and PBC at each monthly meeting on the status of the financial accounts.
5. To review PTBC and PBC annual budgets proposed by BCS as well as the budget timeline and make recommendations to the PTBC and PBC on draft budgets.
6. To review practices on budgetary policy, expenditure patterns and approval procedures and timing and make recommendations to the PTBC and PBC on this basis.
7. To review reports from Asset Finda in regard to asset life and replacement, balances and annual allocations to the Sinking Fund, and make recommendations to the PTBC and PBC on these.
8. To review business cases for all major new expenditure above \$250K for any one item or as requested by the PBC or PTBC.
9. To review the post implementation of major projects over \$100,000.
10. When the Contracts Subcommittee recommend new contracts to the PTBC and PBC, the Finance Subcommittee to receive a copy of the documentation for review and comment.
11. To implement decisions of the PBC & PTBC within the scope of the Finance Sub Committee.

Desirable Skills, Experience or Background of Sub-Committee Members:

1. Accounting
2. General management
3. Corporate Finance
4. Banking

Other Comments:

1. Finance Subcommittee minutes to be agreed on the day of the meeting and issued on the day of the meeting. A summary action note list to be agreed at the end of the meeting and distributed to the PBC with approved minutes.
2. Information assessed by the subcommittee is of a confidential nature.
3. That the subcommittee will adhere to the procedures detailed in the Subcommittee Policy & Procedures V7 dated December 2018.
4. The PBC will appoint all of the members of the FSC and retains the right to appoint, dismiss, add to or replace all members of the FSC.



Subcommittee Terms of Reference Document

Members
Chairperson As appointed by the PBC
Members As appointed by the PBC Minimum 4 and maximum 7 resident voting members Secretary (non-voting) BCSC Accounting Manager (non-voting)
Date of Approval: 20210527

ATTACHMENT 3



NOTICE OF CONTRACTS SUB COMMITTEE MEETING OF THE PTBC / PBC

Body Corporate: Sanctuary Cove Primary & Principal Body Corporate
Committee: Contracts Sub Committee
Location of Meeting: Meeting Room 1, Sanctuary Cove Body Corporate Service
Date of Meeting: Tuesday, 29 August 2023
Time of Meeting: 10.00am

This notice is forwarded to all committee members.

Note: Only committee members are required to attend the meeting. If a committee member is unable to attend, they can assign their proxy to another committee member.

The following agenda sets out the substance of the motions to be considered at the meeting. Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary.

AGENDA

1. Attendance record and apologies
2. Admittance of proxies and voting papers.
3. Quorum
4. Conflict of Interest Declaration
5. Business Arising
 - 5.1 Approval of Previous Minutes – 14 July 2023
 - 5.2 Matters in Progress
 - 5.3 2022-2023 Sinking Fund Report
6. New Business
 - 6.1 Road Sweeping Maintenance – Contract Extension
 - 6.2 Landscaping Maintenance – Contract Extension
 - 6.3 Irrigation Maintenance Contract – In-House

Proxy form for Body Corporate meetings
Building Units and Group Titles Act 1980

Section 1 – Body corporate secretary details

Name: The Secretary
Address of scheme: C/- Sanctuary Cove Principal Body Corporate, PO Box 15,
SANCTUARY COVE, 4212

Section 2 – Authorisation

Notes: The Regulations set out a number of restrictions on the use of proxies, including an ability for the body corporate to further restrict their use including prohibition. If there is insufficient space, please attach separate sheets.

I/we

Name of owner 1:

Signature: Dated: ___ / ___ / ___

Name of owner 2:

Signature: Dated: ___ / ___ / ___

being the Proprietor/s of the following Lot/s

Lot number/s: Plan number:

Name of Body Corporate:

hereby appoint,

Proxy (full name):

as my/our proxy to vote on my/our behalf (*including adjournments*) at (please tick **one**)

- The body corporate meeting to be held on ___ / ___ / ___
- All body corporate meetings held before ___ / ___ / ___ (*expiry date*)
- All body corporate meetings held during the rest of the body corporate's financial year unless I/we serve you with a prior written withdrawal of the appointment unless I/we serve you with a prior written withdrawal of the appointment of Proxy.

Signature of proxy holder: Dated: ___ / ___ / ___

Residential address:

Suburb: State: Postcode:

Postal address:

Suburb: State: Postcode:

ITEMS OF BUSINESS

1 Minutes of Previous Meeting

Proposed by: The Chairperson

RESOLVED That the Minutes of the Contracts Sub-Committee Meeting held on 1 June 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	
No	
Abstain	

2 Matters in Progress

Proposed by: The Chairperson

RESOLVED That the Contracts Sub-Committee notes the Matters in Progress July 2023 as tabled.

Yes	
No	
Abstain	

3 2022-2023 Sinking Fund Report

Proposed by: The Chairperson

RESOLVED That the Contracts Sub-Committee Meeting notes the 2022-2023 Sinking Fund Project Report as tabled.

Yes	
No	
Abstain	

4 Road Sweeping Maintenance – Contract Extension

Proposed by: The Chairperson

RESOLVED the Contracts Sub-Committee, on the basis that due and proper process has been undertaken, recommends the PBC and PTBC approves the extension of the current term of the Road Sweeping works contract held by Specialised Pavement Services for a period of one (1) year, noting all other terms and conditions of the contract are to remain unchanged.

Yes	
No	
Abstain	

FURTHER RESOLVED the Contracts Sub-Committee, approves the increase in the fixed price Contract Sum, effective from November 1, 2023, in accordance with current inflationary pressures. The revised contract price will be adjusted from \$64,980.63 Inc. GST to \$77,781.81 Inc. GST for the PBC and \$ 21,660.21 Inc. GST to \$25,927.27 Inc. GST for the PTBC.

5 Landscaping Maintenance – Contract Extension

Proposed by: The Chairperson

RESOLVED The Contracts Sub-Committee agrees and approves the price increase in the Landscaping Maintenance Contract for Landscape Solutions, effective from November 1, 2023. The revised contract price for the PBC will be adjusted from \$873,399.91 inc. GST to \$925,803.78 inc. GST, and the revised contract price for the PTBC will be adjusted from \$200,886.04 inc. GST to \$212,939.10 inc. GST in accordance with current inflationary pressures.

Yes	
No	
Abstain	

6 Irrigation Maintenance Contract – In-House

Proposed by: The Chairperson

RESOLVED that the Contracts Sub Committee recommends to the PBC and PTBC that the Irrigation maintenance contract be taken in-house under the control and direction of Sanctuary Cove Community Services Limited (SCCSL) and the company will then on-charge the total expense to the PBC/PTBC.

Yes	
No	
Abstain	

7 Minutes of CSC Meeting held 29 August 2023

Proposed by: The Chairperson

RESOLVED that the Contracts Sub-Committee (CSC), requests the PBC & PTBC approve the recommendations of the CSC as resolved at their meeting on 29 August 2023.

Yes	
No	
Abstain	

**MINUTES FROM
PREVIOUS MEETING
FOR APPROVAL**

**MINUTES OF THE CSC
SUB COMMITTEE MEETING
OF THE PBC / PTBC**

Body Corporate Sanctuary Cove Principal Body Corporate GTP 202
Sanctuary Cove Primary Thoroughfare Body Corporate GTP 201

Committee PBC / PTBC Contracts Sub-Committee

Location of Meeting: Meeting Room 1 Sanctuary Cove Body Corporate Services

Date and Time of meeting Thursday, 1 June 2023

Meeting Chaired by: Mr Shaun Clarke

Meeting start time: 8.54am **Meeting finish time:** 9.19am

ATTENDANCE

The following Committee members attended the meeting In Person:

Chairperson Mr Shaun Clarke (SC)
Ordinary Mr Reid Miller (RM)
Ordinary Mr Robert Nolan (RN)

APOLOGY

Ordinary Mr Ken Morrisby (KM)

BY INVITATION

CEO Mr Dale St George
Facilities Manager Ms Shanyn Fox
Finance Manager Mr Kevin Ahrens
Minute Taker Mrs Tamara Jones

QUORUM

The Chairperson declared that a Quorum was present.
Nil Conflict of Interest declared.

MOTIONS

1 Minutes CARRIED

Proposed by: The Chairperson

RESOLVED That the Minutes of the Contracts Sub-Committee Meeting held on 2 May 2023 be accepted as a true and correct record of the proceedings of the meeting.

Yes	2
No	0
Abstain	1

MEMBER	YES	NO	ABSTAIN
Mr Shaun Clarke	✓		
Mr Reid Miller	✓		
Mr Robert Nolan			✓

2 Matters in Progress CARRIED

Proposed by: The Chairperson

RESOLVED That the Contracts Sub-Committee Meeting notes the Matters in Progress May 2023 as tabled.

Notes:

SC to review policies and procedures and will meet with KA to discuss proposed changes.

Yes	3
No	0
Abstain	0

MEMBER	YES	NO	ABSTAIN
Mr Shaun Clarke	✓		
Mr Reid Miller	✓		
Mr Robert Nolan	✓		

3 Rolling Project Report CARRIED

Proposed by: The Chairperson

RESOLVED That the Contracts Sub-Committee Meeting notes the Rolling Project Report as tabled.

Yes	3
No	0
Abstain	0

MEMBER	YES	NO	ABSTAIN
Mr Shaun Clarke	✓		
Mr Reid Miller	✓		
Mr Robert Nolan	✓		

4 Post Project Evaluation - MUGA

CARRIED

Proposed by: The Chairperson

RESOLVED That the Contracts Sub-Committee Meeting notes the Post Project Evaluation for the Mixed Used Games Arena (MUGA) at Jabiru Park as tabled.

Yes	3
No	0
Abstain	0

Notes:

- A few variations made (shade sail & hedge added, fence removed as it was deemed a hazard).
- A few defects were noted, all were rectified in a timely manner.

MEMBER	YES	NO	ABSTAIN
Mr Shaun Clarke	✓		
Mr Reid Miller	✓		
Mr Robert Nolan	✓		

5 Street Light Upgrade – Tulip Lighting

CARRIED

Proposed by: The Chairperson

RESOLVED that the Contracts Sub-Committee, on the basis that due and proper process has been undertaken, recommends the PBC’s agreement of expenditure up to and including a total of \$471,313.65 Inc. GST with a contingency of 10% in the amount of \$47,131.36 Inc. GST for the engagement of JR Electrical and Communications for costs associated with the works component of the Tulip – Street light upgrade. Funds to be expensed to the PBC Sinking Fund code – 222201 Electrical lights and the project phased over three (3) financial year periods, funds allocated as;

Yes	3
No	0
Abstain	0

Year 1 - \$130,970.27

Year 2 - \$191,014.89

Year 3 - \$149,328.49

FURTHER RESOLVED that the Contracts Sub-Committee, on the basis that due and proper process has been undertaken, recommends the PBC’s agreement of expenditure up to and including a total of \$389,081.55 Inc. GST to purchase 390 Sylvania Seligo Avenue II - LED 14w, 3k light fittings

with a contingency of 10% in the amount of \$11,672.44 Inc GST for Year 1

with a contingency of 15% in the amount of \$31,525.63 Inc GST for Year 2

with a contingency of 20% in the amount of \$22,945.84 Inc GST for Year 3

Funds to be expensed to the PBC Sinking Fund – 222201 Electrical Lights.

Notes:

- Yearly contingency increases refer to light fittings **only**.

MEMBER	YES	NO	ABSTAIN
Mr Shaun Clarke	✓		
Mr Reid Miller	✓		
Mr Robert Nolan	✓		

6 Minutes of CSC Meeting held 1 June 2023 CARRIED

Proposed by: The Chairperson

RESOLVED that the Contracts Sub-Committee (CSC), requests the PBC & PTBC approve the recommendations of the CSC as resolved at their meeting on 1 June 2023.

Yes	3
No	0
Abstain	0

MEMBER	YES	NO	ABSTAIN
Mr Shaun Clarke	✓		
Mr Reid Miller	✓		
Mr Robert Nolan	✓		

Chairperson:

MATTERS IN PROGRESS

ITEM #	DATE	RESOLUTION	AGREED ACTION	ACTION BY	PROGRESS
1	March 2023	Policies & Procedures Review	SC to meet with Finance Manager to discuss.	SC	

Green = Complete, Yellow = In progress, Red = Not Yet In progress

**2022-2023
SINKING FUND REPORT**

Entity	Project	Status	Estimate Start
PTBC	Pine Bridge repairs	Complete	
PTBC	Main Entry bridge - Paint	Awaiting Quotations	Sept/Oct
PTBC	Facilities Compound	Complete	
PBC	Tulip lights	In Progress	-
PBC	Butcherbird park lighting	Scope of works	September
PBC	Edgcliff Drive entrance lighting	Scope of works	September
PTBC	Entry lighting - Entry Bridge	Awaiting Quotations	Sept/Oct
PTBC	Entry lighting - Bollards	Approved	September
PTBC/PBC	Class A Water project- PTBC and PBC portions	In Progress	-
PBC	Year 3 Kerbing - Roystonia/Colvillia	In Progress	-
PTBC	Village Gate - Kerb replacement	Awaiting Quotations	October
PBC	Year 2 & 3 Landscaping Management Plan	In Progress	-
PBC	Park signage	Scope of works	October
PBC	Repair/replace - Plumeria Paths	Complete	-
PBC	Repair/replace - Washingtonia/Anchorage	On hold	-
PBC	Repair/replace - Butcherbird Path	Complete	-
PTBC	Livingstonia buggy path resurfacing	Complete	-
PBC	Various - check and isolation valves	Scope of works	Aug/Sept
PTBC	Reline sewer pit - Pump 18	Complete	
PBC	Parking bays	In Progress	-
PBC	Village Gate - Paving replacement	Awaiting Quotations	October
PTBC	Village Gate - Paving replacement	Awaiting Quotations	October
PTBC/PBC	CCTV - PBC and PTBC Portions	In Progress	-
PBC	Gross pollutant trap	Complete	
PTBC	Address Gates/Fences	Awaiting Quotations	2024
PBC	PRV	In Progress	-
PBC	Hydrants/valves	In Progress	-
PBC	Water meters x 50	Complete	-
PBC	Pathway loop	On hold	-
PTBC	Drones	On hold	-

**ROAD SWEEPING
MAINTENANCE -
CONTRACT EXTENSION**

DISTRIBUTION: FSC	ATTACHMENTS: 1	DATE: August 2023
<p>MOTION</p> <p>RESOLVED the Contracts Sub-Committee, on the basis that due and proper process has been undertaken, recommends the PBC and PTBC approves the extension of the current term of the Road Sweeping works contract held by Specialised Pavement Services for a period of one (1) year, noting all other terms and conditions of the contract are to remain unchanged.</p> <p>FURTHER RESOLVED the Contracts Sub-Committee, approves the increase in the fixed price Contract Sum, effective from November 1, 2023, in accordance with current inflationary pressures. The revised contract price will be adjusted from \$64,980.63 Inc. GST to \$77,781.81 Inc. GST for the PBC and \$ 21,660.21 Inc. GST to \$25,927.27 Inc. GST for the PTBC.</p>		

Objective

To extend the term of the current Waste and Recycling works agreement held by Specialised Pavement Services (SPS) for a period of one (1) year being, 01 November 2023, to 31 October 2024.

Background

It is management’s view that the overall performance, quality, and service currently being provided by SPS under the 3-year Road Sweeping maintenance works agreement is of a high standard and believes that awarding an extension to the existing contract is in the best interest of the residents of Sanctuary Cove.

As per Clause 6 of Document B of the Road Sweeping maintenance works contract “The principal may, in its sole discretion, extend the Term of this Contract for an additional period specified by the Principal, on mutually agreed terms”.

Pricing

In response to the initial letter of extension, the General Manager of SPS, submitted a proposal to discuss the opportunity of applying for a CPI related increase for the extension period. This request was driven by the substantial increase in operating costs amidst the current economic climate. SPS noted record increases in fuel and wages, and as a result they find it necessary to make adjustments to their rates to uphold the high standard of service they offer.

All prices are excluding GST

	Current	Increase	Budgeted 2023/2024	Variance to budget
PBC	\$59,073.30	\$70,710.74	\$65,804.00	-\$4,906.74
PTBC	\$19,691.10	\$23,570.25	\$21,296.00	-\$2,274.25

In order to ensure that the maintenance contract adequately reflects the current economic conditions and encompasses the growing expenses associated with service provision, it is recommended to approve the proposed increase for Specialised Pavement Services.

Attachments

1. SPS Contract Extension proposal

04.08.2023

Shanyn Fox
Body Corporate Sanctuary Cove
Facilities Service Manager
Shop 1A, Building 1, Masthead Way Sanctuary Cove QLD 4212



RE: CONTRACT EXTENSION PRICE REVIEW – ROAD SWEEPING MAINTENANCE WORKS CONTRACT

As per our previous discussions SPS would like to accept the offer for the extension of contract for the supply of Road Sweeping services.

The existing contract has been in place for three (3) years under a fixed price arrangement. For the proposed 12 month extension SPS would request the opportunity to review our rates to cover the rapidly increasing costs of operating our business in the current climate. In the past 3 years SPS have seen record increases in fuel & wages which we have had to absorb.

SPS would propose adjusting our rates by the Consumer Price Index (CPI) all groups Brisbane for the period relating to contract inception (June 2020 quarter 113.6) to now (June 2023 quarter 136.0). This equates to a CPI adjustment to our existing rates of 19.7%. Please find below SPS's proposed adjusted rates;

Existing Rates

PBC \$64,980.63/annum INC GST
PTBC \$ 21,660.21/annum INC GST

Proposed Rates

PBC \$77,781.81/annum INC GST
PTBC \$25,927.27/annum INC GST

If you have any further questions please feel free to contact myself. We look forward to continuing our services for Sanctuary Cove Body Corporate.

Regards,

Jarryd King

Jarryd King
SPS – General Manager
0407 432 590
jking@getsps.com.au

**LANDSCAPING
MAINTENANCE -
CONTRACT EXTENSION**

DISTRIBUTION:	ATTACHMENTS: 1	DATE: August 2023
MOTION RESOLVED The Contracts Sub-Committee agrees and approves the price increase in the Landscaping Maintenance Contract for Landscape Solutions, effective from November 1, 2023. The revised contract price for the PBC will be adjusted from \$873,399.91 Inc. GST to \$925,803.78 Inc. GST, and the revised contract price for the PTBC will be adjusted from \$200,886.04 Inc. GST to \$212,939.10 Inc. GST in accordance with current inflationary pressures.		

Background

In August 2022, the PBC and PTBC granted approval to extend the existing term of the landscaping maintenance agreement by two (2) years, with the possibility of an additional third year if all parties agree.

At the time of the initial extension, the increase in the fixed price agreement was set at 1.6% for the agreed term. However, since then, the Consumer Price Index (CPI) in Queensland has risen by 7.4% as of March 2023. It is important to note that the next CPI figure will not be released until September.

Considering the anticipated increase in costs of materials, consumables, and wages, Landscape Solutions has requested that the PBC and PTBC consider an increase in the fixed price agreement by a conservative estimate of 6%.

In order to ensure that the maintenance contract adequately reflects the current economic conditions and encompasses the growing expenses associated with service provision, it is recommended to approve the proposed increase for Landscape Solutions.

The costs of materials, consumables, and wages have surpassed the initial expectations. By endorsing the suggested 6% increase, we can guarantee that Landscape Solutions can fulfill the required services without facing financial strain.

Pricing

All prices are excluding GST

	Current	Increase	Budgeted 2023/2024	Variance to budget
PBC	\$817,999.92	\$841,639.80	\$931,088.00	-\$89,448.20
PTBC	\$182,623.68	\$193,581.00	\$185,546.00	\$8,035.00

Attachments

1. SC – 2023 CPI increase letter

5th July 2023

Shayn Fox
Facilities Services Manager
Sanctuary Cove Body Corporate
Masthead Way,
Sanctuary Cove
QLD 4212

Dear Shayn,

Reference - Application for QLD CPI Increase in November 2023

Following a recent meeting with yourself in regard to a discretionary CPI increase in contract price, I would like to formally apply to the Body Corporate in regard to this being tabled and considered for November 2023 and our final year of this current term.

As I am sure you are aware, costs of materials, consumables and especially wages have grown faster than anyone expected and now, in turn, are considerably greater than we had ever anticipated.

Therefore, Landscape Solutions Maintenance would like to propose the consideration of adding on the statutory QLD Government CPI percentage.

Contract CPI would increase from = PBC of \$66,166.66 + GST to \$70,136.65 + GST

PTBC of \$15,218.64 + GST to \$16,131.75 + GST

I would like to thank you for your time and consideration on this matter, if you have any queries, please do not hesitate in contacting me.

Your sincerely,



Simon Smith
QLD State Manager

Solutions People
UKand Pty Ltd
ABN 78 123 845 321

Landscape Solutions
Australia Pty Ltd
ABN 88 101 004 088

Landscape Solutions
Maintenance Pty Ltd
ABN 69 047 217 481

Landscape Solutions
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Call 1300 653 013
Visit landscape-solutions.com.au



**IRRIGATION
MAINTENANCE CONTRACT -
IN-HOUSE**

DISTRIBUTION: CSC	ATTACHMENTS: 1	DATE: August 2023
MOTION RESOLVED that the Contracts Sub Committee recommends to the PBC and PTBC that the Irrigation maintenance contract be taken in-house under the control and direction of Sanctuary Cove Community Services Limited (SCCSL) and the company will then on-charge the total expense to the PBC/PTBC.		

Irrigation and Pump Technician

Irrigation	PBC/PTBC- 2022	PBC/PTBC- 2023	Proposed in-house costs
Contract	245,340	241,563	106,294
Materials	30,952	35,000	35,000
Total Cost	276,292	276,563	141,294
Saving V Actual			135,269
One off Capital Cost			47,027
Return on Capital			3 months

Trades/Maintenance Officer

Irrigation	Proposed in-house costs
Contract	90,662
Materials	-
Total Cost	90,662
Saving V <i>Budgeted</i>	9,338
One off Capital Cost	43,334

Note: Contract rates include salary and additional payroll expenses (such as Superannuation, Payroll tax, and Workers Compensation) and are based on 2024 rates.

Objective

To transition of the Irrigation maintenance contract from an outsourced supplier to the in-house management model.

Background

The historical outsourcing of irrigation services to various external companies for the PBC and PTBC has resulted in a recurring cycle of turnover and delays in understanding the intricacies of the Sanctuary Cove site and its aging irrigation infrastructure.

Given the success of the management model that brought Plumbing and Electrical services under direct management, it is imperative that the PBC/PTBC consider a similar transition for the irrigation services.

A comprehensive assessment of the current irrigation contract was conducted, encompassing an analysis of costs and performance. This evaluation indicated that the decision to internalise these services is in direct alignment with our commitment to increase operational efficiency, optimise financial opportunities, and improve the overall quality of our systems.

In tandem with this transition, Management advocates for the inclusion of a Trades Assistant/Maintenance Officer to provide support across all three trades (Electrical, Hydraulic and Irrigation). This step is accommodated by the budget provisions originally earmarked for an apprentice position, ensuring a strategically sound allocation of resources.

As with any proposed alteration to operational protocols, it is important to recognise that there are inherent pros and cons associated with this undertaking. Management acknowledged the need for a comprehensive examination of the potential benefits and disadvantages in order to make a fully informed decision. Please find attached.

Pricing

In examining the tenders received back in 2020 (below), it's evident that these figures hold relevance even without accounting for the current inflationary pressures. By adhering to these established prices, we stand to gain substantial cost savings through the employment of an Irrigation Technician.

Prices are ex GST

Tenderer	Fixed price PBC	Fixed price PTBC	Total Tender price
Project Pumps & Irrigation	172,136	74,427	\$246,563
TIS Irrigation and Pumping	256,840	38,380	\$295,220

Given Project Irrigations 2020 tender price of \$246,563 and considering the rise in Brisbane's CPI, if the PBC and PTBC were to initiate a call for tenders for the 2023/2024 period, the estimated contract price would likely reach \$287,517. Please see table below.

Original Contracted Price	246,563	
		Revised Contract Price + CPI
CPI BNE- 2021	4.9%	258,645
CPI BNE- 2022	7.3%	277,526
CPI BNE- 2023	3.6%	287,517

Pricing considerations are further complemented by the fact that the 2023/2024 budget has been adjusted to reflect personnel changes in accordance with the company's strategic five (5) year plan. This approach ensures that the proposed transition and are consistent with the long-term financial objectives of the PBC and PTBC.

Furthermore, the provision of \$100,000 has been allowed for a Trades/Maintenance Officer position. This budget is allocated at a balanced 50% share between Plumbing and Electrical at \$30,000 and \$40,000, is designated within the Irrigation contract budget.

Salaries

Remuneration for both the Irrigation/Pump Technician and Trades/Maintenance Officer positions has been established in in accordance with the Plumbing and Fire Sprinkler Award and Miscellaneous Award. By adhering to these prescribed rates, both roles are projected to result in lower expenditures compared to the provisions set within the 2023/2024 budget.

Attachments

- Benefits and disadvantages assessment

BENEFITS

Cost Savings

- Eliminate the need for the vendor's profit margin, resulting in a cost savings for our organisation i.e., 10-15% mark-up on materials and parts when purchased directly from the supplier.
- Approximate savings of 4.5% administration costs, per quote/pricing estimate. Usually added by companies/Contract Admins for administrative time/labour.

Management

- Industry knowledge – The plan is to employ one of the current irrigation contractors' who has over seven (7) years knowledge of the site and well-established rapport with current employees underpins their invaluable potential.
- Project Management- Having qualified and knowledgeable staff members onsite is beneficial when investigating the scope of works for a project. It ensures that the latest methods and relevant background information is supplied which assists in achieving an accurate document for quoting purposes. This also decreases the likelihood of any variations or issues arising throughout the duration of the works. The employee is also able to assume the responsibility of site supervisor during the project, verifying the work is being carried out as per the specifications and to the highest quality, whilst also ensuring that all relevant State legislation and Australian Standards etc. are complied with.
- Loyalty- Contractors and companies are flexible and may work with multiple businesses at any one time. As a result of this, they may not prioritise the PBC/PTBC objectives or apply the same level of loyalty and dedication towards our business compared to that of an employee.
- Communication- The breakdown of communication and misinterpretation of information is a large cause of delay when it comes to repairs and quotes etc. Having an irrigation technician employed directly to the PBC/PTBC would guarantee a direct line of communication and would increase the response/repair time of all works. Employees are encouraged to express any potential issues or areas of concern and provide proactive solutions to remedy them.
- Accurate reporting- An employee can contribute and participate in matters relating to preventative maintenance, reactive maintenance, and condition inspection reporting as well as procedures for testing/inspections. Accurate reporting assists with the management of site assets and budgets.
- Workloads- Gives the employer the ability to schedule, plan and carry out works/projects efficiently and effectively, whilst continuing to manage the workloads of all SCCSL Facility team members.
- Company Values- Employees are more likely to invest into promoting company's goals and those of the community

Quality Control

- Control - Although the company sets guidelines, requirements, and deadlines for the contracted company to adhere to, management of the onsite contractor whilst onsite is ultimately the responsibility of the contractor's direct manager/supervisor. Employing an onsite technician ensures that the company have a greater control over this and other items such as works schedules, repair strategies/methods, spending and quality of stock (parts and materials) and compliance with relevant WHS requirements.

- Faster resolution for emergencies, faults, and outages - Technical solutions will be reached and resolved faster as the communication is direct between the office and Irrigation technician. The employee will be educated on all SCCSL standard operating procedures and will respond accordingly without the delay that a contractor would inevitably face due to their various other responsibilities to their supervisor/company.

DISADVANTAGES

- Added responsibility – CEO & Facilities Manager/Department
- Initial Outlay of costs for Company Assets - Vehicle, Uniform, Phone etc.
- SCCSL responsible for training, licencing requirements
- Increase in Insurance and liability (covered under contractor's licence & current insurance policy)
- HR requirements – Risk Compliance and performance management
- Growth and development opportunities limited.

ATTACHMENT 4

This position description describes in general terms the normal duties which the position is expected to undertake and is intended to describe the general nature and level of work being performed by people assigned to this role. They are not intended to be an exhaustive list of all responsibilities, duties, and skills to perform the role.

POSITION

Facilities Services Irrigation and Pump Technician - Full Time

Sanctuary Cove Community Services Limited
(The Company)

REPORTS TO

Facilities Services Manager & Facilities Services Supervisor

DIRECT REPORTS

NIL

POSITION OVERVIEW

Provide high quality irrigation and pump services throughout all areas/infrastructure within the resort serviced by the Company. Responsibilities will include but are not limited to.

- Conduct on-site visits to diagnose and troubleshoot issues with irrigation and pump systems.
- Perform installation, repair, and maintenance of irrigation systems, including sprinkler heads, valves, and timers.
- Inspect, service, and repair various types of pumps, including submersible, and booster pumps.
- Maintain accurate records of service activities, including completed work orders, materials used, and time spent on each job.
- Identify opportunities for system upgrades and efficiency improvements and present them to the customer and the management team.
- Liaising with and organising external trade contractors, residents and visitors where required.
- Adhere to safety guidelines and best practices while working with irrigation and pump equipment.
- Comply with all relevant State, Federal and Workplace Health & Safety legislation, Australian licensing requirements, and related SCCSL company policies and procedures.
- Provide general irrigation advice.
- Collaborate with and contribute effectively to support the Facilities Services team, in accordance with your role and capabilities.

QUALIFICATIONS AND EXPERIENCE

- Minimum of 5 years' Irrigation and Pumping industry experience
- Must have own hand/power tools
- Must be physically able and prepared to hand dig, to perform repairs when required.
- Knowledge of various irrigation methods, pump types, and irrigation system components.
- Ability to read and interpret technical manuals and schematics.
- Proven ability to proactively identify, prioritise and evaluate maintenance issues and propose sound options
 - Experience with coordination of a maintenance program, preventative and corrective maintenance inspections / duties across the site
- Experience in liaising with external contractors in relation to job scopes, obtaining quotes, goods receipting and quality control.
- Proven ability to follow directions, work autonomously and manage own time.
- Ability to maintain a high-level approach to customer service, communication, and professionalism.
- Applicants must be the holder of a current QLD driver's license.

- Previous experience in a facilities management environment / team is desirable.

Highly regarded

- Confined space licence
- Working at heights/Elevated work platform licence

COMPETENCIES

Use of the following software programs (competency in the software functionalities that are required to perform the inherent requirements of the position):

- Basic computer skills including Microsoft Office and Outlook.
- Asset Management system (Assetfinda)

RESPONSABILITIES

Irrigation Responsibilities

Arrange, supervise and maintain Class A/Class C irrigation systems/services in the Secondary thoroughfare, PBC & PTBC

The works shall include but not limited to the following major activities:

- a) Asset management;
- b) Preventative maintenance;
- c) Non-routine repairs, reactive works, work requests; and
- d) Project management of major repairs and upgrades.

The work shall include but not be limited to the following assets:

- e) All pipe work including mains and lateral pipes and risers,
- f) All isolation valves and automatic control valves, valve boxes and lids;
- g) Solenoid valve component replacements;
- h) Air valve and quick coupling valves;
- i) All sprinklers, sprays, emitters and drip lines;
- j) All irrigation controllers, rain switches and other components that may be interfaced with the control systems;
- k) Irrigation satellites and control boards;
- l) All control wiring; and
- m) Irrigation pumps sets/boosters.

In respect of the work pertaining to the Primary Thoroughfare, the work shall include (whilst under class C):

- a) Coombabah transfer pumps; and
- b) Marine Drive North irrigation pump station and pumps.

And in respect of the work pertaining to the Primary Thoroughfare, the work shall include (Class A):

- a) Entry boulevard Pump station; and
- b) Entry boulevard water storage system.

Financial Management

- Maintain monthly/annual budgets in respect to Irrigation – Machinery and Materials.

Asset and Infrastructure Management

Position Description – Facilities Services Irrigation and Pump Technician

- Maintain job records accurately and update as necessary when actions are implemented and completed, including time taken and materials used.
- Maintain asset records, ensuring details are provided for any new, upgraded, deleted, or substantially changed assets.
- Maintain compliance with relevant purchasing policies, for the purchasing of all materials/stock.
- Maintain accurate stock levels.
- Assisting with unloading, pickup, and delivery of materials.
- Inspecting and developing scope of works with Management and external contractors to obtain accurate quotations.

Maintenance Activities

- Install, commission, maintain and repair irrigation and pump systems and fixtures.
- Respond to and resolve reported repair and maintenance requests proactively and in a timely manner.
- Performing other reasonable requests made by management or the supervisory team including but not limited to the Facilities Services Manager.
- Undertake Preventative Maintenance (PM) duties/tasks as per PM schedules/requirements.
- Conduct inspections as directed, report any defects and/or recommend appropriate scope of works to be undertaken to the Facilities Services Manager/Supervisor.
- Report daily to the Facilities Services Manager/Supervisor to discuss works priorities, jobs in progress, action plans, deadlines, and outstanding jobs.
- Ensure Irrigation vehicle is clean and tidy.
- Monitor all tools and equipment and complete relevant repairs, inspections and maintenance as required.
- Troubleshooting and resolving problems.

Customer/Stakeholder Relationships

- Providing excellent customer service to residents, visitors of the resort and tenants of the village (including providing directions to persons as necessary) etc.

Governance and Compliance

- Hazard reporting: Whilst working throughout the resort, identifying and rectify/mitigate/remedy hazards if able to do so. Report hazards along with any rectifications works into AssetFinda. Immediately reporting any High or Extreme hazards to the management team.
- Monitor the performance of Contractors inclusive of their adherence to relevant health and safety standards. If a contractor's performance is substandard, immediately reporting the matter to the Facilities Services Manager.

WORKPLACE HEALTH AND SAFETY

All Employees

- Ensuring all consultants and Service Provider comply with the Company's Contractor management system so that all occupational health and safety requirements are met
- Taking reasonable care to protect your own health and safety and the health and safety of others in the workplace.
- Complying with all relevant WH&S management system policies, procedures, and programs as appropriate. Adhering to all training instructions and standard work procedures.
- Not bypassing or misusing systems or equipment provided for health and safety purposes.
- Wearing appropriate Personal Protective Equipment on all relevant occasions.
- Using all machinery and equipment in a safe manner.
- Being familiar with evacuation and emergency procedures and the location of first aid and fire equipment
- Ensuring that any hazards, cleaning needs, incidents, accidents, or near-misses are immediately reported to management or addressed immediately. Completing and submitting associated forms immediately to management.
- Reporting all accidents or incidents in which involved, both during and whilst traveling to and from work, as soon as practicable after the event.

CORE EXPECTATIONS

- Following Company policies and procedures (as varied from time to time) including Human Resources and Departmental standard operating procedures and those detailed in the Employee Handbook.
- Following Company procedures with respect to grooming, performance and conduct standards, occupational health and safety and emergency procedures.
- Ensuring all equipment is kept in good working order and used only for the purpose for which it was intended. Reporting all broken or damaged departmental equipment to the supervisory or management team.
- Contributing to cost control through energy conservation, correct storage of all materials and equipment per operating standards and manufacturer's specifications.
- Abiding by Company policy on EEO and Harassment in the workplace.
- Ensuring wherever possible that co-workers are provided with a workplace free of discrimination and harassment. Responding to complaints promptly and confidentially.
- Treating customers and co-workers from all cultural groups with respect and sensitivity.
- Ensuring customer and employee information or transactions and Company documents, systems and financial reports are kept confidential during or after employment with the Company.
- Utilizing internet and email strictly in conjunction with Company Internet and Email policy.
- Ensuring confidentiality and secure storage of all intellectual property and databases, both hard copy and electronic.

KEY PERFORMANCE INDICATORS

Please refer to yearly KPIs determined by Facilities Services Manager

EMPLOYEE AGREEMENT

I agree to perform the responsibilities outlined in this position description to the required standards of the Company and agree to maintain any licenses, permits or the like that are essential to the performance of my duties.

I commit to the Company’s vision to provide excellence and care to the Sanctuary Cove Community through the provision of professional security and body corporate services.

Upon signing this agreement, I will make the Company aware of any medical conditions or physical limitations that may prevent me from safely or adequately performing the duties described.

I acknowledge that the Company may reasonably vary the duties of this position description. Any changes will be communicated in writing by the Company.

EMPLOYEE NAME	
EMPLOYEE SIGNATURE	
DATE	

ATTACHMENT 5

LEADERSHIP/CUSTOMER SERVICE	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Achieved
WORK REQUESTS / PREVENTATIVE MAINTENANCE										
PM - (MO) Percentage closed for month - Target 75%	93%	86%	91%	70%	78%	100%	80%	88%	100%	100%
Total % (Open vs Closed) Target 80%	91%	82%	88%	82%	76%	91%	88%	83%	83%	100%
Greater > 60 Days (Target <25)	13	12	9	10	15	12	16	8	3	100%
Total outstanding <100	69	57	58	64	47	35	59	55	58	100%
Plumber jobs remaining > 30days 2 average	0	4	1	1	2	2	2	5	1	100%
Electrician jobs remaining > 30days 6 average	8	9	0	4	3	9	5	10	3	100%
Priority 1 - Target >100 %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Priority 2 - Target >75 %	90%	83%	90%	96%	100%	83%	91%	95%	100%	100%
Priority 3 - Target >70 %	77%	71%	87%	71%	67%	74%	88%	88%	75%	100%
GOVERNANCE / COMPLIANCE										
	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Total
PM - Monthly site inspection	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%
Contractor management compliance - Core contractors 100%	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%
Contractor induction - Annual target 75%	80%	82%	82%	84%	82%	81%	81%	80%	81%	100%
Hazard identification - Target 2 each / 12 per month	17	23	24	28	21	14	21	23	16	100%
Peter Gannon	2	2	2	2	2	2	4	2	2	
Eliza Court	3	6	5	2	3	2	4	3	2	
David Manly	5	8	2	3	4	2	3	3	5	
Peter Murray	2	2	8	12	8	4	7	10	3	
Craig Cameron	2	2	5	2	2	2	2	2	2	
Bret Waldron	3	3	2	7	2	2	2	3	2	
Department Procedures - Target 1 (per month) 12 required for year	✓	✓	✓		✓	✓	✓	✓	✓	
Departmental Audit - Risk Management- 6 Total										
FINANCIAL PERFORMANCE										
Administration fund - Monthly update of spend vs budget	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%
Delivery of FTBC/PBC sinking fund projects - Project tracker	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%
Monthly update of all Sinking fund Assets	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%
Asset Reporting to CEO	N/A			N/A			N/A			100%
Water billing - Review zero/low reads	✓			✓			✓			100%
Materials/Machinery monthly costs (Electrical) PBC	\$ 2,619.00	\$ 2,360.00	\$ 238.00	\$ 5,578.00	\$ 9,984.00	\$ 1,320.00	\$ 4,193.00	\$ 2,349.00	\$ 2,770.00	76%

ATTACHMENT 6

**SANCTUARY COVE RESORT
PRINCIPAL BODY CORPORATE & PRIMARY THOROUGHFARE BODY
CORPORATE IRRIGATION WORK**

DOCUMENT B

**SPECIAL CONDITIONS FOR
IRRIGATION MAINTENANCE WORKS CONTRACT**

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1. AREAS

This contract for the works applies to the following areas (“Areas”) depicted within the plan in Document D Annexure 1 – Area Maps.

PRINCIPAL BODY CORPORATE	
Area A	Residential Body Corporate
1	Acacia
2	Adelia
3	Alpinia
4	Alyxia
5	Araucaria
5	Ardisia
7	Banksia Lakes
8	Bauhinia
9	Caladenia
10	Cassia
11	Colvillia
12	Corymbia
13	Darwinia
14	Felicia
15	Fuschia
16	Harpullia
17	Justicia
18	Livingstonia
19	Molinia
20	Plumeria
21	Roystonia
22	Schotia Island
23	Tristania

24	Washingtonia
25	Woodsia
26	Zieria
PRIMARY THOROUGHFARE BODY CORPORATE	
Area B	Primary Thoroughfare (including Security Roundhouse)

It is the Contractors responsibility to confirm the boundaries of the area with the Principal at the time of tendering. Any queries regarding the areas of work are to be directed to the Principal during the site briefing.

Unless specified by this contract or otherwise advised by the Principal, the provision of work to private residences is excluded from the scope of work required by this contract.

2. SCOPE OF WORK

2.1. Overall Requirements

The Contractor shall provide all works as necessary to maintain the Irrigation services in areas to which this contract applies;

- (a) In accordance with the requirements of the contract; and
- (b) To the reasonable satisfaction of the Principal.

2.2. General Scope of Service

The Contractor shall conduct works that include but not limited to the following major activities:

- (a) Asset Management;
- (b) Preventative Maintenance;
- (c) Non-Routine repairs, Reactive works, Work requests; and
- (d) Project Management of major repairs and upgrades

Ensure the grassed and landscaped areas is irrigated in general by the following:

- (a) Heavy duty pop-up reticulated systems;
- (b) Drip emitters; and
- (c) Micro-sprays.

The work shall include but not be limited to the following Assets:

- (a) All pipe work including mains and lateral pipes and risers,
- (b) All isolation valves and automatic control valves, valve boxes and lids;
- (c) Solenoid valve component replacements;
- (d) Air valve and quick coupling valves;
- (e) All sprinklers, sprays, emitters and drip lines;

- (f) All irrigation controllers, rain switches and other components that may be interfaced with the control systems;
- (g) Irrigation satellites and control boards;
- (h) All control wiring; and
- (i) Cassia Lakes irrigation pumps

And in respect of the Work pertaining to the Primary Thoroughfare, the work shall include:

- (a) Coombabah transfer pumps; and
- (b) Marine Drive North irrigation pump station and pumps;

Irrigation systems may only operate between the hours of nine (9) pm and six (6) am daily or unless otherwise requested and approved by the Principal.

The Contractor must display signage when the Irrigation system is being tested or irrigation is operating for landscape upgrades during normal working hours as detailed in Clause 10.1.

2.3. Asset Management

It is the intention of the Principal to provide the Contractor, a record of services, plant and equipment for the total Irrigation and plumbing works currently installed as per Clause 1 – Areas.

It is the Contractors responsibility to provide the Principal details for any new, upgraded, deleted or substantially changed assets.

Details required, but are not limited to;

- (a) Manufacturer
- (b) Model / Make
- (c) Size
- (d) Serial number
- (e) Condition of asset
- (f) Quantity
- (g) Location
- (h) Date of install (approximate)
- (i) Base life or renewal date
- (j) Cost to replace item (including labour)
- (k) Location of services
- (l) Asset specific Preventative Maintenance (PM) requirements and

2.4. Preventative Maintenance

The Contractor shall prepare and undertake a Preventative Maintenance (PM) program in accordance with Clause 12.4 of Document C - Work Program, manufacturer's maintenance and servicing recommendations / instructions, all relevant Australian

Standards and State Legislation requirements and include any PM activities / tasks requested by the Principal.

One copy of the PM program shall be maintained by the Contractor together with any standard data or procedures to which it refers, and another copy shall be provided to the Principal.

The Contractor shall be required to update the PM program, frequency and requirements whenever equipment is upgraded, deleted, added or changed substantially. Any time that adjustments are made to the PM program; the party responsible is required to notify the other party in writing within five (5) business days of the changes being carried out.

Within two (2) business days of the end of each calendar month the Contractor shall provide the Principal with an electronic report, in an agreed computer application and format, itemising all PM activities completed or outstanding.

The PM program shall:

- (a) Be software based;
- (b) Include all systems and items of equipment detailed in Document D Annexure 3 - Schedule of Equipment and Clause 2 Scope of Work
- (c) Include detailed descriptions of the specific maintenance activities that need to be performed on each system and item of equipment;
- (d) Meet equipment's Manufacturer's maintenance and servicing recommendations / instructions;
- (e) Meet the requirements of the relevant Australian Standards and State Legislation;
- (f) Fulfil the PM frequency requirements as noted in Clause 2.5 Frequency of Preventative Maintenance
- (g) Include details of procedures and method statements that need to be adhered to when undertaking the specified maintenance activities, particularly where services are required to be isolated for safety;
- (h) Include worksheets for each maintenance activity, for each system and item of equipment that can be used as a check list to record;
 - (i) the maintenance tasks undertaken;
 - (ii) the results of testing and measurements;
 - (iii) the equipment repaired and/or replaced; and
 - (iv) any abnormal conditions that require further investigation or attention;
- (i) Enable maintenance activities to be interrogated, displayed and printed, based on equipment or date;
- (j) Where equipment is the driver, all relevant maintenance information for that item shall be made available including the records of all maintenance undertaken up until the present date; and
- (k) Where time is the driver, the system shall provide a schedule of all maintenance activities planned on a weekly, monthly and yearly basis.

2.5. Frequency of Preventative Maintenance

All preventative maintenance tasks / activities must be undertaken in accordance with the below frequency.

EQUIPMENT	Daily	Weekly	Monthly	3 Monthly	6 Monthly	Annually
Irrigation Pump Stations / Well		✓				✓
Irrigation Pumps			✓		✓	✓
System Monitoring	✓					✓
Solenoid Valves					✓	
Air Valves / Quick Coupling Valves					✓	
Isolation / Control Valves					✓	
Mains Reticulation and Laterals					✓	
Sprinklers, Micro-Sprays, Drip Emitters and Riser Assemblies					✓	
Control Cabling (Field Wiring)					✓	
Irrigation Satellites and Control boards					✓	✓

The Principal reserves the right to adjust / vary the frequency of works at any time throughout the period of this agreement.

2.6. Frequency tolerances of Preventative Maintenance

The maximum tolerance allowance for completing each preventative maintenance task / activity is detailed in the table below.

SERVICE FREQUENCY	TOLERANCE
Weekly	± 2 Days
Monthly	± 5 Days
3 Monthly	± 7 Days
Six Monthly	± 1 Month
Yearly	± 1 Month

Where service routines are not performed for any reason, it is the Contractor's responsibility to inform the Principal and make alternate arrangements to ensure that the missed test is performed within statutory time frame.

In exceptional circumstances only and at the discretion of the Principal the tolerance period for individual PM task may be extended. Extension requests must be provided in writing to the Principal, prior to the expiration of the statutory time frame.

In the event that the Contractor is unable to complete PM activities, the Principal at their discretion may engage an accredited third party to perform these tasks and all costs associated with these activities shall be borne by the Contractor.

In the event the Contractor fails to complete the required tasks / activities on a repeat basis, there will be a breach notice issued by the Principal or its Representative as per Clause 8 of Document C – General Conditions of Contract.

Following each breach notice the Contractor must show reasonable cause to the Principal's satisfaction, as to why the breach occurred and supply a detailed process to ensure that there is not a repeat of same.

2.7. Condition Inspections

To maximise the overall reliability, anticipate and prevent unforeseen equipment failure and/or malfunction and to calculate the life expectancy of an irrigation assets or Services, the Contractor shall provide the Principal with condition inspection reports when and in the time frame requested.

2.8. Visual Inspections

Visual inspections shall also rely on the other senses (smell and sound) to ascertain the condition of equipment.

Visual inspections are intended to:

- (a) Identify mechanical damage, corrosion and other forms of physical degradation
- (b) Identify overload and/or over temperature conditions
- (c) Identify potential safety issues/hazards
- (d) Identify irregular or abnormal operating parameters
- (e) Identify the completeness and accuracy of records including labelling, schedule cards, schematics, etc.

2.9. Specialist Servicing / Maintenance

Where specialist servicing / maintenance is to be undertaken on specific items of equipment, that are subject to regular operation and the associated wear during normal service conditions, the Contractor is to liaise and co-ordinate these activities with all interested parties including the Principal.

All servicing shall be carried out in accordance with the manufacturer's recommendations / instructions and all relevant Australian Standards and State Legislation.

2.10. Testing

Testing shall include functional testing of systems to verify their correct automatic and manual operation. Functional testing shall apply to systems such as the irrigation pumps stations.

Where functional testing requires the involvement of other Contractors and specialist suppliers, the Contractor is to co-ordinate these activities with all interested parties including the Principal.

2.11. Isolations

Isolations of supply or shut downs, shall be undertaken in order to enable certain maintenance and / or testing activities to be undertaken that could not otherwise be carried out.

This Contractor shall co-ordinate the date, time and duration of all shut downs with the Principal prior to undertaking any works.

Where it is necessary to provide temporary alternate supplies, the Contractor shall allow to co-ordinate all such activities with the Principal and other interested parties.

2.12. Unscheduled Down Time

The Contractor shall at all times take such steps as are necessary to avoid unscheduled down time of equipment / assets. Any item out of service by reason of a stoppage or malfunction shall be restored to service as quickly as is possible.

If the Contractor can reasonably foresee that an unscheduled repair or a stoppage will require the item to be unavailable for service for a period greater than thirty (30) minutes the Contractor must advise the Principal immediately and provide a forecast of when the equipment may be restored to service.

2.13. Scheduled Down Time

The Contractor must at all times take such steps as are necessary to minimise scheduled down time of any equipment / asset including performing work after hours.

Scheduled down times for routine maintenance, major repairs and other works shall be scheduled and undertaken at the times and for periods agreed by the Principal.

2.14. Non-Routine Repairs, Reactive Works and Works Requests

Non-routine repairs and reactive work requests will be generated by the Principal via a computer-based asset management system.

Non-routine repairs / Reactive Works may be of an emergency or critical nature requiring prompt attention, or may be of a lower priority in which case the response time may be appropriately longer.

Where fault finding up to third party equipment is generated as a work request, the Contractor must ensure that corrective action is taken to achieve minimum down time of the equipment and minimum inconvenience to residents.

The Contractor shall investigate and report to the Principal what action will be taken to continuously reduce the number of work requests.

2.15. Response Times

The Contractor shall respond to a re-active work request in the time frames tabled below.

PRIORITY	RESPONSE TIME NORMAL HOURS	RESPONSE TIME AFTER HOURS
Priority 1 - High / Emergency	30 minutes	2 hours
Priority 2 - Medium	2 hours	2 hours
Priority 3 - Low	12 hours	N/A

The Contractor shall repair re-active work requests in the time frames tabled below.

PRIORITY	REPAIR TIME NORMAL HOURS	REPAIR TIME AFTER HOURS
Priority 1 - High / Emergency	8 hours	12 hours
Priority 2 - Medium	12 hours	24 hours
Priority 3 - Low	1 week / 5 working days	N/A

2.16. Priorities

The Principal shall assign the appropriate priority to the failure / repair at the time of incident or Work Request.

Priority 1

A priority 1 incident shall involve a failure or malfunction that:

- (a) Poses an immediate risk to life or property, or,
- (b) Impacts on the operation of the essential services and their ability to protect life and property; or,
- (c) Results in untenable conditions for the residents

Example;

- (a) Coombabah Pump Station failure / malfunction

Priority 2

A priority 2 failure or malfunction is considered a 'medium priority' incident and would typically result in an inconvenience or discomfort to residents but not represent a health or safety risk.

Example:

- (a) Failure of an Irrigation pump station.
- (b) Loss of irrigation to PBC / PTBC areas

Priority 3

A priority 3 failure or malfunction is considered a 'low priority' incident and would typically not cause any significant impact on the building or its occupants.

Example:

- (a) Physical damage to a single fixture

2.18 Failure to Respond

In the event that the Contractor fails to respond and / or complete a repair as detailed, the Principal shall be fully entitled to engage another Contractor to perform the necessary remedial works and for such purpose may use any equipment or property of this Contractor.

In the event the Contractor fails to respond within timeframes as per 2.15 Response Times on a repeat basis, there will be a breach notice issued by the Principal or it's Representative as per Clause 8 of Document C – General Conditions of Contract.

Following each breach notice the Contractor must show reasonable cause to the Principal's satisfaction, as to why the breach occurred and supply a detailed process to ensure that there is not a repeat of same.

2.17. System Settings

Any changes or deviations from the design and current operating strategies will require written authorisation from the Principal.

All changes or adjustments to the system must be recorded in an approved logbook or similar recording medium to provide an accurate reflection of the system at all times.

A summary of changes shall be presented to the Principal as per Clause 9 Reporting Requirements.

The cost of rectification for any unauthorised changes or deviation from the design and current operating strategies will be borne by the Contractor.

2.18. Project Management of Major Repairs and Upgrades

The Contractor shall project manage major repairs and upgrades of equipment if requested by the Principal. This requirement remains in place even if the works are being undertaken by a contractor other than the one engaged under this contract.

2.19. Exclusions

The Contractor shall have no obligations or liabilities for:

- (a) Damage caused by vandalism, fire, flood, and misuse (other than misuse by the Contractor)

3. CONTRACT SUM

In consideration for the due and punctual performance of the work in accordance with this Contract, the Principal will pay to the Contractor the following fixed price and variable amounts which together constitute the Contract Sum: -

- (a) **Fixed Price**

A fixed price set out in Document D Annexure 2 - Contract Sum which will be the amount payable per month for the performance of the work during

normal hours. Where there is more than one party who is Principal, in this Contract, separate fixed prices will be specified for each Principal based on the Areas for which that party is responsible. Should the Contractor fail or be unable to perform the work during the month for any reason this fixed price for that month will be reduced on a pro rata basis for the time during the month in which the Contractor was able to perform the work during normal hours.

The fixed price will be sufficient to fully compensate the Contractor for all staff and personnel required to perform the work during normal hours, even if the staffing numbers exceed the number specified. The fixed price will also be full compensation for any overheads or administrative costs of the Contractor providing the work. The costs for provision of any samples by the Contractor is deemed to be included in the fixed price.

(b) **Variable Amounts**

In addition, the Contractor will be entitled to payment for amounts calculated in accordance with the Document D Annexure Schedule of Rates for: -

- (i) **Labour Schedule of Rates** for man hours recorded in a time sheet charged in accordance with a Schedule of Rates for attendance at afterhours call outs where requested by the Principal.
- (ii) **Material Schedule of Rates** for materials, equipment, spare parts and consumables.

Where materials are not included in the Materials Schedule of Rates, and the Contractor did not have reason to expect those items would be required at the time of submitting its tender, the Contractor may request approval for additional fees from the Principal equivalent to the actual costs of such items. This approval must be obtained prior to purchasing materials. Generally, this will require the Contractor to submit a written price to the Principal for approval prior to carrying out Works.

However, in an emergency situation where it may not be practical to wait for the written approval process to take place the Contractor should contact the Principal to seek verbal acceptance for the purchase of materials required to undertake these emergency Works.

Where possible, equipment and spare parts should be used rather than the replacement of complete items.

(iii) **Machinery Schedule of Rates.**

The Contractor may recover the hourly rates for the Machines, (required to perform the work but which are not to be incorporated into the works) set out in the Machines Schedule of Rates, such as:

- Mini excavator
- Mini excavator / Bobcat combination
- Small trencher / Front bucket machine such as Dingo or similar.

4. APPLICABLE STANDARDS, REGULATIONS AND REQUIREMENTS

In addition to the Document C - General Conditions of Contract requirements regarding materials and workmanship, the following specific Australian standards or other Standards, regulations and professional requirements must be met by the Contractor in the performance of the Works at all times.

The Contractor shall comply with the most current applicable codes, standards and regulations including but not limited to those listed below, including all parts, cross – references and amendments as applicable (remembering that earlier standards and codes pertinent at the time of installation may be appropriated to the standard of performance of systems):

- (a) Local, State and Federal Government Acts and Regulations
- (b) All requirements of Authorities having jurisdiction
- (c) Queensland Plumbing and Wastewater Code
- (d) Plumbing and Drainage Act 2018
- (e) Plumbing and Drainage Regulations 2019
- (f) Queensland Development Codes (QDC)
- (g) Workplace Health and Safety Regulations
- (h) The Following Australian Standards
 - (i) AS/NZS 3500 Plumbing & Drainage
 - (ii) AS/NZS 1547:2012 Onsite domestic wastewater management

Work practices and the performance of the Works must be in accordance with the requirements of all relevant Laws, including (without limitation) the Workplace Health and Safety Act (Qld) and the Health Act (Qld).

Where amendments to Australia Standards are published during the period of this contract and such amendments change the scope and/or frequency of works, these amendments may be incorporated into the contract works by negotiation between the principle and the Contractor during the period of the contract.

5. VARIATIONS

Work that is not included in the scope of the work, is only to be performed under this Contract if the parties agree to them as variations to the work under Clause 3.8 or Clause 3.9 of Document C - General Conditions of Contract.

Such variations may include:

- (a) Construction of new capital works
- (b) Excavation, horizontal boring and other machinery required to perform repairs
- (c) Removal and Replacement of hard surfaces
- (d) Service Locations – Dial before U Dig
- (e) After Hours Call Outs to site and works if required

5.2. Variations awarded to third parties

The Principal reserves the right to approach third parties for offers, where prices returned by the Contractor are considered to be excessive, or are deemed to be beyond the capability of the Contractor. The Contractor shall ensure that where third parties are granted access to the site, that they are not unduly disadvantaged.

6. TERM

The Term of this Contract shall commence upon 1st November 2020 and, unless earlier terminated in accordance with this Contract, shall conclude on the third anniversary of the commencement date.

The Principal may, in its sole discretion, extend the Term of this Contract for an additional period specified by the Principal, on mutually agreed terms.

7. TIME

Time for non-exclusive access to the site to perform the works shall commence on 1 November 2020

8. INSURANCE

In addition to Clause 5.1 of Document C – General Conditions, the Contractor will at all times during the term hold insurance for which the Principal is noted as a beneficiary in respect of the following:

- (a) Professional indemnity insurance in an amount of \$10 million;
- (b) Public & Product liability insurance in an amount of \$20 million;
- (c) Workers Compensation insurance as per Commonwealth State Statutory requirements; and
- (d) Motor Vehicle Insurance

A run off period for insurance after the termination of this Contract for the construction of infrastructure (if applicable).

9. REPORTING REQUIRMENTS

The Contractor shall provide to the Principal, a comprehensive monthly report by the fifth (5) business day of the month following the works.

Detailing the following information:

- (a) Executive summary including;
 - (i) Full monthly works overview;
 - (ii) Equipment or visual inspection testing reports;
 - (iii) Scheduled and unscheduled downtime of assets;
 - (iv) Major plant / equipment repair summary;
 - (v) Summary of system change's;

- (vi) Service bill of materials; and
- (vii) Details for new, upgraded, deleted or substantially changed assets.
- (b) Preventative Maintenance Reports;
 - (i) Complete and incomplete PM tasks
 - (ii) PM program enhancement strategies;
 - (iii) Items arising from monthly plant / asset maintenance;
- (c) Maintenance certification / Copies of statutory legislative forms;
- (d) Quoted works summary;
- (e) Plant / Equipment hazard register;
- (f) WHS incidents during works onsite;
- (g) Damage identified during works onsite;
- (h) Plant / Equipment condition assessment / remaining life status (when requested by the Principal); and
- (i) Any additional / supporting documentation or photographs

10. SPECIFIC REQUIREMENTS FOR THE WORKS

10.1. Normal Working Hours and After-Hours Callouts

The Contractor shall perform the Work in accordance with Clause 12.6 of Document C - Normal Working Hours.

In addition to the Work, the Contractor shall provide a twenty-four (24) hour/day, seven (7) days/week breakdown and/or repair call-out service at the request of the Principal to be responded to within two (2) hours of notification and the problem isolated or repaired as tabled within Clause 2.15 Response Times.

Repairs are to be carried out immediately for essential services, or on the next working day for minor repairs if the equipment can be isolated.

10.2. Expertise and Personnel

The Contractor must provide sufficient appropriately skilled and experienced staff to perform the work, but in any event, this will not be less than two (2) full time qualified irrigation technicians, including one (1) supervisor for forty (40) hours per week, eight (8) hours per working day during normal hours. Working exclusively on the performance of the work. Plus, additional staff as required under the Workplace Health & Safety Act (Qld)

If the due performance of the works requires additional staff from time to time, the Contractor must provide those staff and the Contractor is only entitled to charge labour rates for those staff in the circumstances expressly permitted in Document D Annexure 2 - Schedule of Rates.

10.3. Materials, Equipment and Vehicles (including Machinery)

- (a) Materials used will be good and suitable for purpose;
- (b) Materials will be new (unless agreed by the Principal prior to undertaking works);

- (c) Ensure if requested by the principal that samples of any materials or item of workmanship is submitted for examination and or testing, within the time period nominated or, if no time period is nominated within five (5) business days of the Principals request;
- (d) Contractors shall make all responsible arrangements for the earliest supply and delivery of materials and equipment for the continued operation of Assets and Services;
- (e) Is required to stock spare parts on the site or within reasonable access and availability as are necessary for the proper performance of this agreement;
- (f) have immediate access to specialist measuring equipment to assist with attendance to failures and malfunctions;
- (g) The contractor will provide all general and specific tools and equipment necessary to carry out the maintenance works of all components of the works as specified in an efficient and professional manner;
- (h) All tools and equipment brought on-site by the Contractor must meet current Australian Standards (if applicable) and be maintained to the manufacturer's specifications;
- (i) Tools and equipment shall be checked for safe operation before each job;
- (j) The Contractor must ensure that all mechanical equipment used onsite is fitted correctly with safety guards if required by the manufacturer and / or relevant regulations;
- (k) Contractors and Suppliers must use safe and tested and tagged electrical equipment in accordance with the Electrical Safety Act 2002 (QLD) associated regulations and AS/NZS 3760. Equipment requiring safety tags must display safety tags;
- (l) The Contractor must provide suitable Machinery to perform works (as set out in the Machinery Schedule of Rates) The machinery provided by the Contractor shall be with drivers and consumables;
- (m) The Contractor may only substitute Machinery necessary to perform the Works with the prior permission of the Principal;
- (n) Any Machinery brought on site, shall have with it an up to date maintenance history record and staff suitably trained and licenced in its use;
- (o) Machinery shall be of such a size and weight so as to minimize compaction and damage to grass areas, common pavements and kerbs. Where it is envisaged that damage to turf may occur due to vehicle access, then heavy ply wood or similar should be utilised to reduce the damage;
- (p) Contractors will ensure that all vehicles and construction plant have a current certificate of registration, Compulsory Third-Party insurance, Comprehensive and / or property damage insurance and any other certificates of compliance as required in their State;
- (q) Vehicles are to be operated safely and within speed limits when onsite noting that the maximum speed onsite is 40km per hour. Engines and plant should not be left unattended and must be safely secured when not in use. Excessive noise and fumes are not permitted; and
- (r) Materials, equipment and vehicles (including machinery) is not to be stored onsite without the prior approval from the Principal.

10.4. Contractor Access to Site Requirements

All Contractors must adhere to the following access requirements:

- (a) all staff are required to complete an online Site Safety Induction using the Who's on Location contractor management system. Should the Contractor fail to complete the induction, the Principal reserves the right to deny entry to site;
- (b) the contractor is responsible for providing the following details to the Principal for any vehicles / plant equipment to be used onsite;
 - (i) Make
 - (ii) Model
 - (iii) Colour
 - (iv) Registration details
- (c) all Contractors must access the site, through the Pines Gate entry. Access will only be granted during normal working hours;
- (d) do not tailgate through boom gates – the boom will lower after each vehicle;
- (e) activity reports will be obtained from Security each month in order to match timesheets and assist with processing invoices. Adjustments will be made to invoices submitted if discrepancies are found; and
- (f) The Principal may instigate a permit to work system during the term of this contract limiting the Contractor's access to restricted areas and equipment. The Contractor warrants that it has made due allowance for this in the Contract Sum.

10.5. Protection of Existing Plant and Building Finishes

The Contractor must take all reasonable precautions to prevent damage to or soiling of any part of the site and equipment which the Contractor may be using or working in or around and is required to reimburse the Principal for the actual cost of rectification of any damage or soiling caused by the Contractor.

The Contractor shall be responsible for repair of finishes damaged during the execution of the works at no additional cost to the Principal.

10.6. Protection of Landscaping

Absolute care shall be taken by the Contractor in the protection of the existing grassed and garden areas which may be affected by the work.

The Contractor shall be responsible for the reinstatement of areas which are disturbed during the course of the work.

10.7. Housekeeping

At all times during the term of this agreement, the Contractor shall keep the Site and surrounding areas, free from waste materials, equipment, rubbish, debris, and liquid and non-liquid materials whether spilled, dropped, discharged, blown out or leaked.

The Contractor shall employ adequate dust control measures. To the extent practicable, Contractor and all Subcontractors shall utilize reasonable waste reduction and recycling techniques at the site.

The Contractor shall leave the site in a neat and clean condition. If the Contractor fails to perform such housekeeping services. The Principal, following notice and reasonable opportunity to remedy, may engage an accredited third party to perform these tasks and all costs associated with these activities shall be borne by the Contractor.

Trip hazards shall be clearly identified, barricaded and reported to the Principal immediately.

10.8. Contractor Review Meetings

Formal contract review meetings shall be held quarterly with the nominated Contractor's Site Supervisor, from the commencement of the contract to review performance, to forecast future requirements and to discuss further improvement options.

The meeting shall entail a brief inspection of various assets maintained in the contract scope.

10.9. Audits

Independent audits may be commissioned by the Principal during the period of the agreement to ensure adherence. Audits may be carried out at any time, however the Contractor will be given reasonable seven (7) days' notice of audits which include scrutiny of records, to enable the Contractor to compile the necessary information.

The Contractor must provide during business hours and after hours at no charge, the services of a qualified employee to give access to all parts of the equipment and to all records relevant to the performance of the Agreement.

At the completion of the audit, a list of all defects found will be issued to the Contractor for attention.

A follow up audit will be undertaken within sixty (60) days and where outstanding defects are not completed at that time, Principal will have the right to have them rectified by independent contractors and the associated costs deducted from this Contractor's next invoice.

Audits may include, but not necessarily be limited to:

- (a) Frequency and times spent on routine inspections and tests
- (b) Routine inspection, testing and maintenance report records
- (c) Annual systems and equipment reports
- (d) Reporting of required actions or repairs
- (e) Follow up of reported required actions or repairs
- (f) Current condition of fire life safety systems and equipment
- (g) Contractors quality plan and records
- (h) Contractors safety plan and records
- (i) Contractors compliance with the requirements of the specification and contract.

11. KEY PERFORMANCE INDICATORS

Key performance indicators (KPI) are a measure of the standards required.

The Contractor's performance shall be monitored on a monthly basis in terms of the following criteria. If the Contractor fails to achieve the nominated performance standards, the Agreement may be terminated in accordance with Clause 8.8 of Document C – General Conditions.

The Principal reserves the right to; add or adjust the KPI's at any time throughout the period of this agreement. Any adjustments will be provided to the Contractor in writing.

11.1. Maximum Number of Failures

Failures which affect comfort conditions (medium priority) shall not exceed two (2) per month, averaged over a six (6) month period.

11.2. Response and Repair Time to Failures / Work Requests

The Contractor shall respond to and repair failures and work requests; not exceeding the timeframe detailed in Clause 2.15 more than twice (2) over a one (1) month period.

11.3. Preventative Maintenance

The Contractor shall complete within the required frequency one hundred (100%) percent of PM activities scheduled in that month as detailed in Clause 2.6

11.4. Document Compliance

- (a) The Contractor shall provide evidence (Certificate of Insurance) to the Principal showing compliance as detailed in Clause 8 Insurances and Clause 5 of Document C - General Conditions of Contract. Certificates shall be provided to the Principal prior to the commencement of this agreement and annually thereafter;
- (b) The Contractor shall hold all required licences and qualifications relating to the work / industry of work completed onsite and shall provide evidence of this to the Principal prior to the commencement of this agreement;
- (c) The Contractor shall ensure all staff have successfully completed the Sanctuary Cove Community Services - site safety induction, prior to the commencement of this agreement and ensure re-induction is completed annually thereafter;
- (d) The Contractor prior to undertaking any High-Risk works, is responsible for providing the Principal with required High-Risk work documentation, such as;
 - (i) High-Risk work permits
 - (ii) Safety Data Sheets (SDS)
 - (iii) Safe Work Method Statements (SWMS) /Job Safety Analysis (JSA)

11.5. Reporting

The Contractor must supply by the fifth (5) business day of the following month, in the agree format the Monthly Report to the Principal as per Clause 9 – Reporting Requirements

ATTACHMENT 7

ADMINISTRATION AND MANAGEMENT AGREEMENT

SANCTUARY COVE PRINCIPAL BODY CORPORATE

SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE

SANCTUARY COVE COMMUNITY SERVICES LIMITED

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ADMINISTRATION AGREEMENT

Date This Agreement is made on the 25 day of August . 2022

between

Parties SANCTUARY COVE PRINCIPAL BODY CORPORATE (the **PBC**)

and

SANCTUARY COVE PRIMARY THOROUGHFARE BODY CORPORATE
(the **PTBC**)

and

SANCTUARY COVE COMMUNITY SERVICES LIMITED (the **Manager**)

Background

- A. The PBC and the PTBC are constituted under the *Sanctuary Cove Resort Act 1985* (the **SCRA**).
- B. The SCRA requires the PBC and PTBC to undertake and perform various duties for the benefit of the proprietors, and permits, subject to certain limitations stated in sections 47AB (2) and 91AB (2), the PBC and the PTBC to delegate its duties under the SCRA.
- C. The PBC and PTBC wish to appoint the Manager to perform certain duties and provide certain services.
- D. The Manager has agreed to accept the appointment on the Terms set out in this Agreement.

OPERATIVE PART:

1. Definitions and interpretation

1.1 Definitions

The following words have these meanings unless the contrary intention appears:-

"All Common Areas" or ("ACA") means the Secondary Thoroughfare and the Primary Thoroughfare.

"Agreement" means this document.

"Body Corporate" or "Bodies Corporate" means one or both the PBC and PTBC.

"By-Laws" means the Secondary Thoroughfare By-Laws, Primary Thoroughfare By-Laws, Residential Zone Activities By-Laws, and Development Control By-Laws as amended, modified, or repealed and replaced from time to time.

"Commencement Date" means the date stated in Schedule 1.

"Duties" means the duties of listed in Schedule 2.

"Executive Committee" has meaning given to it in the SCRA.

"Financial Year" means the financial year of the PBC and the PTBC.

"First Further Term" means the period stated in Schedule 1.

"GST" has the same meaning as in the GST Act.

"GST Act" means the *A New Tax System (Goods & Services) Act 1999*.

"Law" means any legislation or subordinate legislation, order, or ordinance applicable to the management and conduct of the Bodies Corporate or the performance of the Administration and Management Services from time to time.

"Administration and Management Services" means the services listed in Schedule 3.

"Primary Thoroughfare" has the meaning given to it in the SCRA.

"Resort" means the Sanctuary Cove Resort.

"SCRA" means the *Sanctuary Cove Resort Act 1985 (Qld)* as amended, modified, or repealed and replaced from time to time.

"Second Further Term" means the period stated in, Schedule 1.

"Secondary Thoroughfare" has the meaning given to it in the SCRA.

"Term" means the period stated in Schedule 1.

"Termination Date" means the date stated in Schedule 1.

1.2 Interpretation

- (a) In this Agreement, unless the context otherwise requires, reference to:
 - (i) a person includes any other entity recognised by Law and vice versa;
 - (ii) a party includes the party's executors, administrators or permitted assigns; and
 - (iii) month or monthly means calendar month or calendar monthly.
- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (c) In this Agreement, unless the context otherwise requires, reference to:
 - (i) one (1) gender includes the others and
 - (ii) the singular includes the plural and vice versa.
- (d) If a party consists of more than one (1) person, this Agreement binds each of them separately and any two (2) or more of them jointly.
- (e) An obligation, representation, or warranty in favour of more than one (1) person is for the benefit of them separately and jointly.
- (f) Headings are for reference purposes only and do not form part of this Agreement or affect its interpretation.
- (g) References to clauses and schedules will be construed as references to clauses and schedules of this Agreement. Reference to an item is a reference to an item in a Schedule to this Agreement.
- (h) Reference to any statute, regulation or provision of a statute or regulation, or subordinate legislation ("statutory provision") includes:
 - (i) that statutory provision as amended or re-enacted from time-to-time; and
 - (ii) a statute, regulation or provision enacted to replace that statutory provision.

2. Appointment

- 2.1 The PBC and the PTBC severally appoint the Manager, and the Manager accepts the appointment, to perform the Duties and Administration and Management Services during the Term from the Commencement Date and finishing on the Termination Date.
- 2.2 The PBC and the PTBC may exercise the option to extend the appointment under this Agreement for the First Further Term by ordinary resolution not less than three (3) calendar months prior to the expiration of the Term.

- 2.3 The PBC and the PTBC may exercise the option to extend the appointment under this Agreement for the Second Further Term by ordinary resolution not less than three (3) calendar months prior to the expiration of the Term.
- 2.4 The First Further Term and the Second Further Term shall be on the same Terms and conditions as this Agreement.
- 2.5 The appointment by the PBC and the PTBC is in accordance with the authority of resolutions passed at general meeting and in the exercise of the powers conferred by:
- (a) section 47AB of the SCRA in respect of the PBC; and
 - (b) section 91AB of the SCRA in respect of the PTBC.

3. Delegation

- 3.1 The PBC and the PTBC severally delegate to the Manager and the Manager accepts the following delegation:
- (a) the powers, authorities, and functions necessary to perform the Administration and Management Services as set out in this Agreement;
 - (b) the maintenance of Primary Thoroughfare and Secondary Thoroughfare as set out in this Agreement;
 - (c) the control, protection, and preservation of the Primary Thoroughfare and Secondary Thoroughfare as set out in this Agreement;
 - (d) the authority to operate bank accounts on behalf of the PBC and the PTBC;
 - (e) the management of maintenance works, security and insurance coverage as set out in this Agreement;
 - (f) the custody of the common seal of the PBC and PTBC's authority to affix it in accordance with the SCRA; and
 - (g) the additional powers, authorities, duties, and functions of the PBC and the PTBC, notified in writing from time to time by its committee and chairperson.
- 3.2 In the event the delegation in clause 3.1 is unlawful, then it is withdrawn, and the Manager is authorised to exercise the powers of the chairperson, secretary and treasurer unless revoked in writing in the way prescribed by the SCRA.
- 3.3 For the avoidance of any doubt, the PBC and the PTBC may continue to exercise or perform all or any of the powers, authorities, duties, or functions delegated by it to the Manager.
- 3.4 If the PBC or the PTBC seeks to exercise or perform all or any of the powers, authorities, duties, or functions delegated to the Manager, the Manager:
- (a) is not in breach of this Agreement by failing to exercise those powers, authorities, duties, or functions being performed by the PBC or the PTBC; and

- (b) reserves the right to impose additional charges pursuant to the hourly rates set out in Schedule 1 to account for the further work imposed on the Manager in the PBC and/or PTBC performing or exercising such powers, authorities, duties, or functions.

4. Duties of the Manager

4.1 The Manager will:

- (a) abide by the directions given from time to time by the Executive Committees of the PBC and the PTBC;
- (b) comply with and to the best of its ability ensure that the PBC and the PTBC comply with all applicable Laws;
- (c) to the best of its ability, ensure its officers and agents act honestly and in good faith;
- (d) to the best of its ability, ensure its officers and agents act prudently, professionally and take reasonable care and skill to perform the Administration and Management Services; and
- (e) where the circumstances require the Manager to engage the services of another entity in the performance of the Administration and Management Services, the Manager may, as agent of the PBC and the PTBC, enter into agreements with the other entity selected or approved by the PBC or the PTBC.

5. Cost of Administration and Management Services

5.1 The PBC and the PTBC must pay the Manager, subject to clause 5.3:

- (a) the actual cost incurred for all things done by it for the PBC or the PTBC pursuant to the terms of this Agreement, as set out in Schedule 4; and
- (b) a pro-rata proportion of all costs, charges, expenses, and overheads incurred by the Manager (including costs incurred by Sanctuary Cove Community Services Limited or any of its wholly owned subsidiaries), in performing or procuring the performance of the Duties or the Administration and Management Services.

5.2 GST

For the avoidance of doubt, it is agreed that:

- (a) the actual cost incurred by the Manager does not include any amount of GST paid or payable by the Manager to any contractor or supplier for which the Manager is entitled to claim an input tax credit under the GST Act;
- (b) the actual cost incurred by the Manager does include any amount of GST that the Manager is obliged to pay under the GST Act in respect of the supply constituted by the performance of the Administration and Management Services under this Agreement; and

- (c) The Manager is obliged to provide to the PBC or the PTBC, within twenty-one (21) days prior to the amount being payable, a valid tax invoice that is compliant with the GST Law for all amounts claimed by the Manager under this Agreement.
- 5.3 The consideration paid to the Manager under clause 5.1, may be paid in such a way as agreed with the Manager and resolved by the PBC and the PTBC from time to time, but unless otherwise agreed and resolved by ordinary resolution at a General Meeting by the PBC and PTBC, shall be paid in advance as follows:
- (a) The PBC and the PTBC covenants to pay to the Manager an amount for the provision of the Administration and Management Services in each Financial Year based upon the costs incurred by the Manager in providing the Duties and the Administration and Management Services for the PBC or the PTBC for that Financial Year.
- (b) Three (3) months prior to the commencement of each Financial Year, the Manager shall provide in writing to the PBC and the PTBC the budget prepared for Administration and Management Services for the relevant Financial Year and advise of the budgeted instalments to be paid at the commencement of each quarter during the relevant Financial Year.
- (c) The Manager shall provide to the PBC and the PTBC at the commencement of each quarter, an invoice for the quarter based upon the budgeted instalments and the PBC and the PTBC must pay the invoice within fourteen (14) days of the receipt of that invoice.
- (d) Within sixty (60) days of the expiration of each Financial Year, the Manager shall provide an audited statement of the actual costs incurred for the Financial Year in providing the Administration and Management Services.

Where the costs incurred exceed the budget amount, the Manager shall notify the PBC and the PTBC of the shortfall and the Manager shall be entitled to add the shortfall to the next invoice issued to the PBC and the PTBC under this Agreement.

Where the costs are less than the budgeted amount, the Manager shall notify the PBC and the PTBC of the amount of the credit for the excess paid to be applied by the Manager against the next invoice issued by the Manager to the PBC and the PTBC under this Agreement.

Where no further invoices are required to be issued under this Agreement, then the Manager shall either issue a further invoice to the PBC and the PTBC for the shortfall (to be paid within fourteen (14) days of receipt by the PBC and the PTBC) or shall issue a refund of the excess paid when providing the statement to the PBC and the PTBC.

6. Instructions to Manager

6.1 Instructions

All instructions and directions to be given to the Manager by the PBC may be given only by persons nominated and authorised in writing by the Executive Committee of the PBC or failing such nomination and/or authorisation, by the chairperson of the PBC.

All instructions and directions to be given to the Manager by the PTBC may be given only by persons nominated and authorised in writing by the Executive Committee of the PTBC, or failing such nomination and/or authorisation, by the chairperson of the PTBC.

6.2 Compliance with instructions

The Manager agrees to comply with the reasonable written instructions and directions given by the person nominated and authorised under clause 6.1 in respect of the performance of the Administration and Management Services and Duties provided under this Agreement.

7. Authority to pay

Subject to the SCRA and the provisions of this Agreement, the Manager is expressly authorised by the PBC and the PTBC to disburse the funds for the relevant Body Corporate as follows:

- (a) to carry out the Administration and Management Services;
- (b) to pay insurance premiums;
- (c) to pay monies in accordance with the budget approved by the PBC or the PTBC;
- (d) to pay monies regarding Primary Thoroughfare or the Secondary Thoroughfare;
- (e) to pay auditors', accountants', solicitors' fees and other advisers and entities engaged in accordance with this Agreement to provide services from time to time;
- (f) to pay remuneration fees under this Agreement, in accordance with the SCRA; and
- (g) to pay for the day to day running expenses of the PBC or the PTBC.

8. Indemnity

8.1 Indemnity of the Manager

Except in the event of a negligent act or negligent omission by the Manager, the PBC and the PTBC will indemnify the Manager from and against all actions, claims, demands, losses, costs, damages, and expenses properly incurred by the Manager in carrying out the obligations of the PBC or the PTBC under this Agreement.

8.2 Failure on part of the Manager

Provided that the Manager has given reasonable notice to the PBC or the PTBC of the requirements, nothing in this Agreement will render the Manager liable to the PBC or the PTBC where the Body Corporate fails to make an appropriate decision or fails to have sufficient funds to enable the Manager to carry out the obligations under this Agreement.

9. Termination

9.1 Termination by Body Corporate

In the event that the Manager fails to perform its obligations under this Agreement the PBC or the PTBC may terminate this Agreement without prejudice to any other rights of the other, provided the entity alleging the failure first gives written notice to the Manager of such failure and the failure continues unremedied for one (1) month after the notice is received.

9.2 Termination by Manager

- (a) The Manager may, subject to clause 9.2(b), terminate this Agreement where:
- (i) the PBC or the PTBC fails to remunerate the Manager in accordance with this Agreement; or
 - (ii) the PBC or the PTBC acts or fails to act in such a way as to prevent the Manager from properly carrying out its obligations under this Agreement.
- (b) The Manager must not terminate this Agreement unless it has given the respective Body Corporate not less than one (1) months' notice in writing of the matters in clause 9.2(a)(i) or (ii), and that matter has not been remedied within that time.

9.3 Expiration of Term

At the expiration of the Term, and any exercises of the First Further Term or the Second Further Term, and in the absence of termination by either party or any further instrument of appointment, the Manager will remain as Manager on a monthly basis on the same terms of this Agreement until it is determined by either party by giving one (1) months' notice in writing to the other.

9.4 Clauses 9.1 and 9.2 do not prevent the termination of this Agreement at any time by agreement between the parties.

10. Delivery of records

Within seven (7) days of the termination of and the payment of all monies under this Agreement, the Manager will deliver up all records of each Body Corporate to the chairperson or other person nominated by the respective Body Corporate in accordance with section 43(5) of the SCRA.

11. Banking Authority

11.1 Opening bank account

For the purposes of the SCRA, the PBC and the PTBC authorise the Manager to open and operate a bank account and investment accounts as necessary and to deposit into that bank account any monies received on account of that Body Corporate.

11.2 Name of bank account

The Bank account is to be in the name of the respective Body Corporate and be separate and distinct from any other bank account operated by the Manager.

12. Insurance

Unless nominated by the PBC or the PTBC, the Manager is authorised to nominate an insurance provider that, in the Manager's opinion, effectively meets the Body Corporate's insurance requirements.

13. Arbitration

13.1 In the event of any dispute arising between the parties to this Agreement, the dispute will be settled by an arbitrator who is mutually agreed upon or failing agreement, an arbitrator appointed by the president of the Queensland Law Society Incorporated, whose decision will be final binding upon the parties.

13.2 Each party will bear their own costs unless the arbitrator determines otherwise.

14. Severance

If any part of this Agreement is or becomes legally ineffective, invalid, or unenforceable, the effectiveness, validity or enforceability of the remainder will not be affected.

15. Governing law

This Agreement will be governed by and construed in accordance with the laws of Queensland.

The parties will submit to the non-exclusive jurisdiction of the Queensland courts and courts of appeal there from.

16. Service of notices

- 16.1 Any notices to be served on the Manager must be served at the address specified in this Agreement or at an address specified by the Manager in writing to the PBC or the PTBC from time to time.
- 16.2 Any notices required to be served on the PBC or the PTBC must be served in accordance with section 26 and section 69 of the SCRA.

17. Intellectual property

- 17.1 The PBC and the PTBC grant to the Manager, a non-transferable limited licence to use any trade marks associated with the Sanctuary Cove Resort during the appointment solely for the purpose of carrying out the Administration and Management Services and Duties.

18. Confidentiality

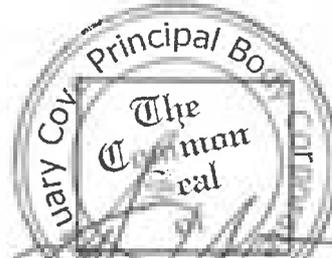
- 18.1 The Manager must not make any announcement about the Sanctuary Cove Resort, nor disclose confidential and proprietary information, so marked, belonging to the PBC or the PTBC without first discussing and obtaining the approval of that Body Corporate, unless under compulsion by Law.

Executed as an Agreement in Queensland.

THE COMMON SEAL of)
SANCTUARY COVE PRINCIPAL BODY)
CORPORATE is affixed in accordance with)
section 25 of the SCRA in the presence of:


Signature of Executive Committee member

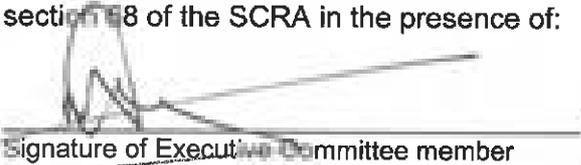
JOHN A. TAYLOR
Print full name of Executive Committee member




Signature of Executive Committee member

ANTHONY J. TAYLOR
Print full name of Executive Committee member

THE COMMON SEAL of)
SANCTUARY COVE PRIMARY)
THOROUGHFARE BODY CORPORATE)
is affixed in accordance with)
section 18 of the SCRA in the presence of:


Signature of Executive Committee member

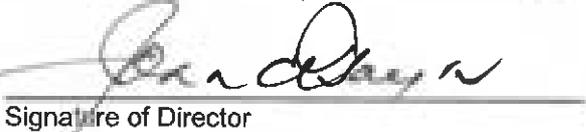
MATTHEW CRAIG WILLIAMS
Print full name of Executive Committee member



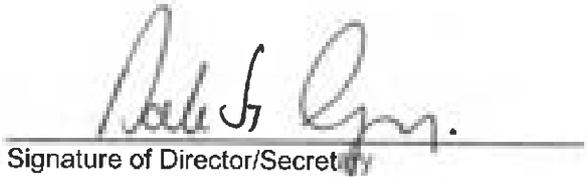

Signature of Executive Committee member

JOHN A. TAYLOR
Print full name of Executive Committee member

Executed by SANCTUARY COVE)
COMMUNITY SERVICES LIMITED under)
Section 127 of the Corporations Act 2001:


Signature of Director

JOHN A. TAYLOR
Print full name of Director


Signature of Director/Secretary

Dale Robert St George
Print full name of Director/Secretary

SCHEDULE 1 - REFERENCE TABLE

Term	3 years
Commencement Date	<u>1</u> / <u>11</u> / 2022
Termination Date	<u>31</u> / <u>10</u> / 2025
First Further Term	3 years – commencing <u>1</u> / <u>11</u> / 2025
Second Further Term	3 years – commencing <u>31</u> / <u>10</u> / 2028
Hourly rates	CEO \$350 per hour Management \$250 per hour Other Staff \$150 per hour

SCHEDULE 2 – DUTIES

1. GENERAL

- 1.1 Provide, as reasonably necessary, general advice and assistance and undertake and comply with reasonable directions and instructions when given in writing by the respective Bodies Corporate or nominated persons.
- 1.2 Advise the Bodies Corporate when requested about any correspondence, reports, enquiries, and complaints related to the Bodies Corporate.
- 1.3 Anything outside of the items included in Schedules 2 and 3 will be charged as per fee for service (as per Hourly rates listed under Schedule 1).
- 1.4 Report to the respective Body Corporate on all things requiring repair and, on all matters, creating a hazard or danger and take, where reasonably practicable, remedial action (with costs to be borne by the Body Corporate) to mitigate the hazard.
- 1.5 Where any person or company is to perform any works, supervise/coordinate the necessary contracts and sub-contracts and ensure they are carried out in accordance with their terms.
- 1.6 Maintain up to date contractor management policies and procedures.
- 1.7 Source and manage contractor data such as all applicable insurances, licences, certificates, contractor agreements, safe work method statements, safety data sheets, and ensure all required documentation complied/completed/received prior to works being undertaken on site.
- 1.8 Maintain a current site safety induction.
- 1.9 Maintain hazardous chemical register including safety data sheet.
- 1.10 If at any time the Manager determines that any remedial protective repair or other similar work is urgently necessary to prevent significant loss or significant damage to the ACA or to prevent personal injury to or the death of any person and the necessary work is not within Schedules 2 and 3 of this Agreement, the Manager will have the emergency powers to do the necessary work and in so doing the Manager may:
 - a) Appoint agents or consultants;
 - b) Purchase goods or material (costs to be borne by the respective Body Corporate);
 - c) Pledge the credit of the Bodies Corporate;
 - d) Incur expenses on behalf of the Bodies Corporate; and
 - e) Accept liabilities on behalf of the Bodies Corporate.

In exercising such emergency powers under this clause, the Bodies Corporate agree to pay any and all costs incurred by the Manager despite such work not being specifically provided for in Schedules 2 or 3 of this Agreement.

2. ELECTRICAL

2.1 Ensure all works are performed as necessary to maintain the electrical services/assets within the ACA.

2.2 The work shall include but not be limited to the following major activities:

- a) asset management;
- b) preventative maintenance;
- c) non-routine repairs, reactive works, work requests; and
- d) project management of major repairs and upgrades.

2.3 The work shall include but not be limited to the following assets:

- a) All appliances, kitchen, temperature control devices and other equipment owned by the principal and agents;
- b) Internal lighting to the security roundhouse;
- c) Hot water system (electrical components) including zip heaters;
- d) Surge protection system;
- e) External underground reticulation;
- f) Main switchboards, distribution boards and sub-switchboards including, but not limited to all sewer pump stations and irrigation pump and controller installations;
- g) Sub-circuit power wiring, including metered switchboard and supply to gates;
- h) External and street lighting and corresponding cable reticulation and lighting controls;
- i) Controls, including pole wiring, circuit breaker, fuse, and terminal strips;
- j) Electrical systems associated with fire/BAS. In particular, power supply to all types of control panels;
- k) Emergency standby generator; and
- l) Electrical testing and tagging items as per AS/NZS 3760.

3. FIRE SAFETY

Arrange for the regular inspection and maintenance of any firefighting equipment, assets, or apparatus on the Secondary Thoroughfare. Undertake checks of all firefighting equipment within the Secondary Thoroughfare to ensure compliance with

the requirements of the Australian Fire Safety requirements/legislation (as directed from the Body Corporate from time to time).

4. FTTH

Ensure all works are performed, via the appointed agent, as necessary to maintain the FTTH network within the ACA including all parts, components, plant, equipment, and technology that comprise the network, as well as all programming, monitoring, adjustment, cleaning, testing, repairs maintenance and upgrades necessary to ensure the satisfactory ongoing operation of the network.

5. GATES

Provide all works as may be necessary to maintain the entry/exit gate systems and boundary fencing within the ACA.

6. HYDRAULIC SERVICES

6.1 Provide all works as may be necessary to maintain the hydraulic services within the ACA, ceasing after the supplier's control valve, sub meter, isolation valve, prior to the consumer's line.

6.2 Such works shall include but not limited to the following major activities:

- (a) asset management;
- (b) preventative maintenance;
- (c) non-routine repairs, reactive works, work requests; and
- (d) project management of major repairs and upgrades.

6.3 The work shall include but not be limited to the following assets:

- (a) Sewer reticulation and manholes (but excluding grease traps);
- (b) Stormwater drainage, manholes, grates, and gross pollution traps;
- (c) Water mains, sluice valves, valves (isolation potable water supply) and service pipes;
- (d) The maintenance of fire hydrants;
- (e) Residential / commercial water meters;
- (f) Sewer and submersible pumps, check valves, control assemblies;
- (g) Backflow prevention devices / reduced pressure zone (RPZ); and
- (h) All basic plumbing components on all appliances owned or controlled by the Bodies Corporate.

6.4 In respect of the work pertaining to the Primary Thoroughfare (including the security roundhouse), the work shall include:

- a) Internal sanitary plumbing pipework;
- b) Taps, spouts, and shower roses (excluding replacement bodies);
- c) Central valves, stop cocks and non-return valves; and
- d) Hot water units / zip water units (not replacement).

7. IRRIGATION

7.1 Arrange, supervise, and maintain class A/class C irrigation systems/services within the ACA as well as those areas included within Residential Zone Activities By-Law 3.2, as per any agreement entered into and as directed.

7.2 The works shall include but not limited to the following major activities:

- a) Asset management;
- b) Preventative maintenance;
- c) Non-routine repairs, reactive works, work requests; and
- d) Project management of major repairs and upgrades.

7.3 The work shall include but not be limited to the following assets:

- a) All pipe work including mains and lateral pipes and risers;
- b) All isolation valves and automatic control valves, valve boxes and lids;
- c) Solenoid valve component replacements;
- d) Air valve and quick coupling valves;
- e) All sprinklers, sprays, emitters, and drip lines;
- f) All irrigation controllers, rain switches and other components that may be interfaced with the control systems;
- g) Irrigation satellites and control boards;
- h) All control wiring; and
- i) Irrigation pumps sets/boosters.

7.4 In respect of the work pertaining to the Bodies Corporate, the work shall include (whilst under class C):

- a) Coombabah transfer pumps;

- b) Marine Drive North irrigation pump station and pumps; and
- c) Cassia Irrigation pump station and pumps.

7.5 And in respect of the work pertaining to the Bodies Corporate, the work shall include (Class A):

- a) Entry boulevard pump station;
- b) Entry boulevard water storage system; and
- (c) Cassia irrigation pump station and pumps.

8. LAKES/WATERWAYS

Arrange and supervise the maintenance, treatment and cleaning of all waterways, lakes or other approved bodies of water located within the ACA.

9. LANDSCAPING (INCLUDING TREE AND PALM MAINTENANCE)

9.1 Provide all services as necessary to arrange, supervise and maintain the maintenance of the landscaped areas within the ACA as well as those areas included within Residential Zone Activities By-Law 3.2, to ensure consistency with the design and standard of the resort and as per any agreement entered and as directed by the Bodies Corporate from time to time.

Works include:

- a) Fertiliser application;
- b) Mowing, slashing, and edging;
- c) Removal of weeds and litter;
- d) Pest and disease control;
- e) Lawn and turf grass treatments;
- f) Mulching – in accordance with the Bodies Corporate mulching program;
- g) Pruning;
- h) Staking/tying/guying; and
- i) Tree maintenance.

10. ANIMAL/PEST MANAGEMENT

When necessary, arrange and oversee the treatment to manage/control insects, animals, or other pests within the ACA.

11. ROADS AND PATHWAYS

- 11.1 Arrange and supervise the maintenance of the roads and pathways within the ACA as well as within those areas included within Residential Zone Activities By-Law 3.2, including sweeping, line marking, and adequate road safety signage as is necessary.
- 11.2 Ensure the roads and pathways are kept free of all hazardous substances/materials, debris etc.
- 11.3 Road sweeping must be undertaken in the direction of normal traffic flow and shall ensure that all loose material such as dirt, sand, gravel, and vegetative waste deposited against the kerbs and on roadways is picked up by the sweeping plant and removed at the time of service.
- 11.4 Road sanding on all paved areas within ACA locations to be undertaken on adhoc needs basis.

12. RECREATIONAL/AMENITIES AREAS (INCLUDING BBQS AND PARKS)

- 12.1 Arrange regular cleaning and maintenance of all recreational areas within the Secondary Thoroughfare, as per any agreement entered by the Body Corporate and as directed by the Body Corporate from time to time.
- 12.2 Arrange, inspect, and maintain all park/playground equipment and BBQ's.
- 12.3 Arrange for the outdoor furniture within the Secondary Thoroughfare to be cleaned and maintained as per any agreement entered by the Body Corporate and as directed by the Body Corporate from time to time.
- 12.4 Arrange to clean and maintain the amenities areas, toilets within the Secondary Thoroughfare on a frequency determined by the Body Corporate and as per any agreement entered into by the Body Corporate.

13. SIGNAGE

Arrange for the erection, regular cleaning, and maintenance of all signage within the Secondary Thoroughfare, as per any agreement entered into by the Body Corporate and as directed from time to time.

14. WASTE AND RECYCLING

Arrange for the removal of all litter from the Secondary Thoroughfare on a regular basis, as directed by the Bodies Corporate from time to time.

SCHEDULE 3 – ADMINISTRATION AND MANAGEMENT SERVICES

1. SECRETARIAL

- a) To put forward a suitable employee for appointment as secretary and treasurer of the Bodies Corporate and perform the powers and duties specified in the By-Laws and under the SCRA.
- b) To prepare and issue agendas for the Bodies Corporate annual general meetings, extraordinary general meetings and executive committee meetings and any ancillary information.
- c) To attend the Bodies Corporate annual general meetings, extraordinary general meetings, and executive committee meetings.
- d) To prepare and distribute minutes of the Bodies Corporate annual general meetings, extraordinary general meetings, and executive committee meetings.
- e) To convene and distribute minutes for the Bodies Corporate vote outside committee meetings.
- f) To generally deal with inward and outward correspondence of the Bodies Corporate and regularly inform the Executive Committee of the nature and importance of same.
- g) To possess, use and supervise the use of the common seal in accordance with the SCRA.
- h) Unless otherwise agreed, meetings of the Bodies Corporate will take place on business days (Monday – Friday inclusive) between the hours of 8:00am – 5:00pm.

2. FINANCIAL

- a) To open, maintain and operate a bank account for the administrative fund and sinking fund for the Bodies Corporate.
- b) To bank and account for maintenance contributions and levies raised in accordance with the SCRA and this Agreement.
- c) Subject to the Bodies Corporate having sufficient monies in the fund established pursuant to the SCRA to cover the cost of insurances, and subject further to the appropriate resolutions having been passed by the Bodies Corporate, to ensure that insurances are affected promptly and renewed in accordance with the SCRA to make necessary claims.
- d) To prepare estimates of likely costs to be incurred by the Bodies Corporate arising for the next ensuing year of the Term (i.e., budget estimates) and to maintain records to enable the monthly variance reporting of actual and budgeted items. The estimates are to be given to the Bodies Corporate no later than sixty (60) days prior to the beginning of each Financial Year. Any estimate given is given only for the purpose of assisting the Bodies Corporate to determine its budget for the ensuing year of the Term, and the Manager will not be liable under the circumstance if the actual cost to

the Bodies Corporate in such ensuing year exceeds the costs projected in the Manager's estimate.

- e) To prepare monthly and annual statements of accounts of the Bodies Corporate.
- f) To pay accounts and outgoings and to generally disburse monies in accordance with the SCRA and this Agreement.
- g) Issue notice of contributions to individual lot owners.
- h) Manage term deposits.
- i) Prepare annual audit files.
- j) Cause the Bodies Corporate to be audited (subject to approval and monies available).
- k) Collation of water charges and processing of water usage invoices to individual lot owners or subsidiary plans and all other work that may be necessary to facilitate the payment and recovery of monies set out in Residential Zone Activities By-Law 9 as amended from time to time.
- l) To keep any wage, income tax or other records required by any law from time to time in respect of any employee or contractor of the Bodies Corporate and complete and submit any returns in respect of them.
- m) To arrange for the preparation and submission of income tax returns on behalf of the Bodies Corporate and accept the appointment as Public Officer of the Bodies Corporate.
- n) Arrange and coordinate Debt Recovery actions, including liaising with debt recovery agents (subject to approval and availability of monies).
- o) Process and pay invoices.
- p) Respond to various financial information requests from Owners and Committee members.
- q) Without derogating from the Manager's obligations to perform the Bodies Corporate Duties, the Manager will on request by the Bodies Corporate provide to the Bodies Corporate such information and material as is reasonably required by them to properly allocate and levy the members of the Bodies Corporate in accordance with the SCRA, in respect of the costs and expenses relating to the provision of the Bodies Corporate Duties and the Bodies Corporate Additional Duties (if applicable).

3. ADMINISTRATION

- a) To ensure that proper records of the Bodies Corporate are maintained and to this end to possess and care for the books and records of the Bodies Corporate.
- b) To maintain the roll.
- c) To make available for inspection, the records for inspection.

- d) To provide so far as is necessary general advice and assistance to the Bodies Corporate and Executive Committee members.
- e) To comply with any Laws applying from time to time and at any time to Body Corporate Managers and to be aware of the legislation governing the resort and Bodies Corporate in general.
- f) To generally implement the decisions of the Bodies Corporate and their Executive Committees with respect to the duties and functions under this part of this Schedule but not to impose any obligations on the Manager which is otherwise intended to fall under another Schedule or part of this Schedule.
- g) To instruct solicitors, attend conferences and generally supervise legal proceedings involving the Bodies Corporate.
- h) To attend any legal proceeding either as a witness or on behalf of the Bodies Corporate.
- i) To amend any book, record, document, form or register of the Bodies Corporate ("Bodies Corporate records") or to create any new Bodies Corporate records to comply, from time to time, in the event of any act amendment.
- j) Maintain and manage the Bodies Corporate extranet.
- k) Develop and operate a community website for access of all residents.
- l) To enforce the By-Laws, manage and address breaches as instructed by the Bodies Corporate.

4. SUBCOMMITTEES

- a) To attend meetings of the subcommittees of the Bodies Corporate established under the SCRA, up to twelve (12) per annum for each subcommittee.
- b) Issue agendas, take minutes and issue minutes for all subcommittee meetings.
- c) Prepare and distribute subcommittee correspondence and action instructions provided at subcommittee meetings.
- d) General administration of, in conjunction with the Bodies Corporate, as appointed from time to time, the membership and day to day operations of subcommittees.
- e) At the time of making this Agreement, the subcommittees being: Finance (the **FSC**) and Contracts (the **CSC**).

5. ARCHITECTURAL REVIEW COMMITTEE (the ARC)

- a) To attend meetings of the Architectural Review Committee (the **ARC**) established under the Development Control By-Laws, up to twelve (12) per annum.
- b) Issue agendas, take minutes and issue minutes for all ARC meetings.

- c) Prepare and distribute ARC correspondence and action instructions provided at ARC meetings.
- d) To liaise with architects, engineers, surveyors, builders, and the like in relation to any work carried out by the Manager pursuant to this Agreement.
- e) Manage and administer the application process for new dwellings, redevelopments, mooring, swimming pool, solar and all types of construction works.
- f) Receive and process application fees, compliance agreement fees, FTTH fees.
- g) Manage schedule of application fees and compliance agreement fees.
- h) Stamp and issue approved plans.
- i) Approve application for builders' signage.
- j) Manage inspection of records applications.
- k) Manage application for historical records held on database or in archives.
- l) Undertake weekly site inspections to ensure compliance with site conditions and identify any unapproved works and noncompliance with DCBLs.
- m) Issue notice of noncompliance where applicable.
- n) Prepare and issue stop work notices where applicable.
- o) Coordinate and attend final inspections on completion of development works.
- p) Manage and archive application document to the relevant lot file.
- q) Prepare and manage building information pack to ensure accurate and up to date information contained within.
- r) Attend consultation appointments with applicants.
- s) Manage general building enquiries.
- t) Prepare monthly ARC reports to the Body Corporate.
- u) Manage ARC page on community website for access of all residents.

SCHEDULE 4 – DISBURSEMENTS – CLAUSE 5

DISBURSEMENTS

**PAYABLE MONTHLY IN ARREARS AS
INCURRED AT COST:**

Credit card purchases related to Bodies Corporate
IT services provided through the Manager
Telephone (local)
Telephone (STD)
Facsimile (local) per page
Facsimile (STD/ISD) per page
Photocopying per page
Postage
Stationery
Printing
Sundry expenses
Bank cheque fees
Special clearance fees
Couriers
Labels
Ballot envelopes
Secret ballot envelopes
Stratamax operational support
Payroll specifically related to Body Corporate and
related costs
Mobile phone charges (ipads)
Direct advertising costs

**MINUTES OF THE
FINANCE SUB COMMITTEE MEETING
OF THE PBC**

Body Corporate Committee	Sanctuary Cove Principal Body Corporate GTP 202 Finance Sub-Committee		
Location of Meeting:	Office of Dale St George - Sanctuary Cove Body Corporate Services		
Date and Time of meeting	Friday, 20 October 2023		
Meeting Chaired by:	Mr Stephen Anderson		
Meeting start time:	9.59am	Meeting finish time:	10.11am

ATTENDANCE

The following Committee members attended the meeting In Person:

Chairperson	Mr Stephen Anderson (SA)
Ordinary	Mr Tony McGinty (TM)
Ordinary	Mr Robert Hare (RH)

PRESENT BY PROXY

Mr Mick McDonald proxy to Mr Stephen Anderson

APOLOGIES

Ordinary	Mr Mick McDonald (MM)
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BY INVITATION

CEO	Mr Dale St George (DSG)
Finance Manager	Ms Mika Yanaka (MY)
EA to the CEO	Mrs Tamara Jones (minute taker)

QUORUM

The Chairperson declared that a Quorum was present.

MOTIONS

1	Minutes	CARRIED
Proposed by: The Chairperson		
		Yes 4
		No 0
		Abstain 0

RESOLVED That the Minutes of the Finance Sub-Committee Meeting held on 15 September 2023 be accepted as a true and correct record of the proceedings of the meeting.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	x		
Mr Mick McDonald	x		
Mr Tony McGinty	x		
Mr Robert Hare	x		

2 Action Items CARRIED

Proposed by: The Chairperson

RESOLVED That the Action Items October 2023 as tabled.

Note:

DSTG provided an update on the FTTH. OptiComm to submit proposals to DSTG by close of business today. Further update to be provided at next meeting.

Yes	4
No	0
Abstain	0

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	x		
Mr Mick McDonald	x		
Mr Tony McGinty	x		
Mr Robert Hare	x		

3 Selective Review CARRIED

Proposed by: The Chairperson

RESOLVED That the Selective Review item for September 2023 as tabled.

Yes	4
No	0
Abstain	0

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	x		
Mr Mick McDonald	x		
Mr Tony McGinty	x		
Mr Robert Hare	x		

4 PBC Financial Statements CARRIED

Proposed by: The Chairperson

Yes	4
No	0
Abstain	0

RESOLVED That the approval of the PBC Financial Statements at 31 August 2023 as tabled.

Note:

- \$61k favourable to the budgeted YTD surplus position
- Total expenses are tracking over budget by \$87k against budget YTD.
- SA queried additional water bill charges causing the above expenses. MY explained that this was due to errors in the GCCC invoice received in August 2023, the GCCC issued a revised invoice dated 27 Oct 2023. The insurance claim submission has been updated to reflect contributing amounts from the revised invoice received.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	X		
Mr Mick McDonald	X		
Mr Tony McGinty	X		
Mr Robert Hare	X		

5 Date of Next Meeting CARRIED

Proposed by: The Chairperson

Yes	4
No	0
Abstain	0

RESOLVED That the next FSC Meeting will be held on Friday, 17 November 2023 at 10:00am.

MEMBER	Yes	No	Abstain
Mr Stephen Anderson	X		
Mr Mick McDonald	X		
Mr Tony McGinty	X		
Mr Robert Hare	X		

GENERAL BUSINESS

- DSTG advised the PBC have requested that the wording for the FSC Motions be amended moving forward to say “Resolved to Recommend” instead of “Resolved”. The Chairperson ruled this out of order and rejected the request.
- The Chairperson made note that the FSC will soon commence process of review of the PBC Budget shortly, the PBC’s feedback is welcome in this regard.

Chairperson:



6.8 Annexure A

Body Corporate Assessment of Additional Driveway Request at 6280 Sylvan Lane

Distribution: PBC EC	Submitted By: BCS
Motion: RESOLVED that the Principal Body Corporate approves the installation of a secondary driveway and crossover which traverses PBC Secondary Thoroughfare on The Parkway on the basis that formal assessment is first undertaken by the Architectural Review Committee to ensure compliance with the Development Control By-laws.	

BACKGROUND

The owner of 6280 Sylvan Lane (the Applicant) seeks permission to add an additional driveway and crossover which proposes to traverse PBC Secondary Thoroughfare on The Parkway.

Essentially, the Applicant wants to remove the existing tennis court at the rear of the property and install a second garage to enhance the convenience and functionality of the property. The proposed second driveway would provide access to this second garage.

Prior to the Applicant formally submitting plans to the Architectural Review Committee for assessment of the proposed works, it is requested that the Principal Body Corporate consider the request to install a secondary driveway that traverses PBC Secondary Thoroughfare on the basis that:

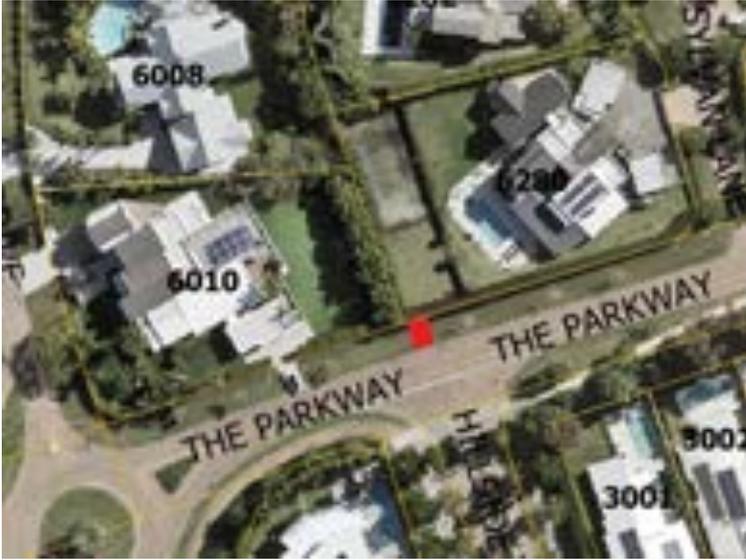
- The existing light pole does not require removal/relocation;
- The existing electrical box does not require removal/relocation;
- The existing tree does not require removal/relocation;
- A secondary driveway for the neighbouring property, 6010 Olympic Drive, already exists and functions without issue.

In conjunction with the above, please refer to the second page for images of the proposed location.

The Applicant is prepared to engage with any necessary consultations, inspections, or adjustments to ensure that the proposed driveway and crossover meet the required expectations and standards.



Body Corporate Assessment of Additional Driveway Request at 6280 Sylvan Lane



Aerial Shot of proposed location of driveway

Proposed Location of driveway



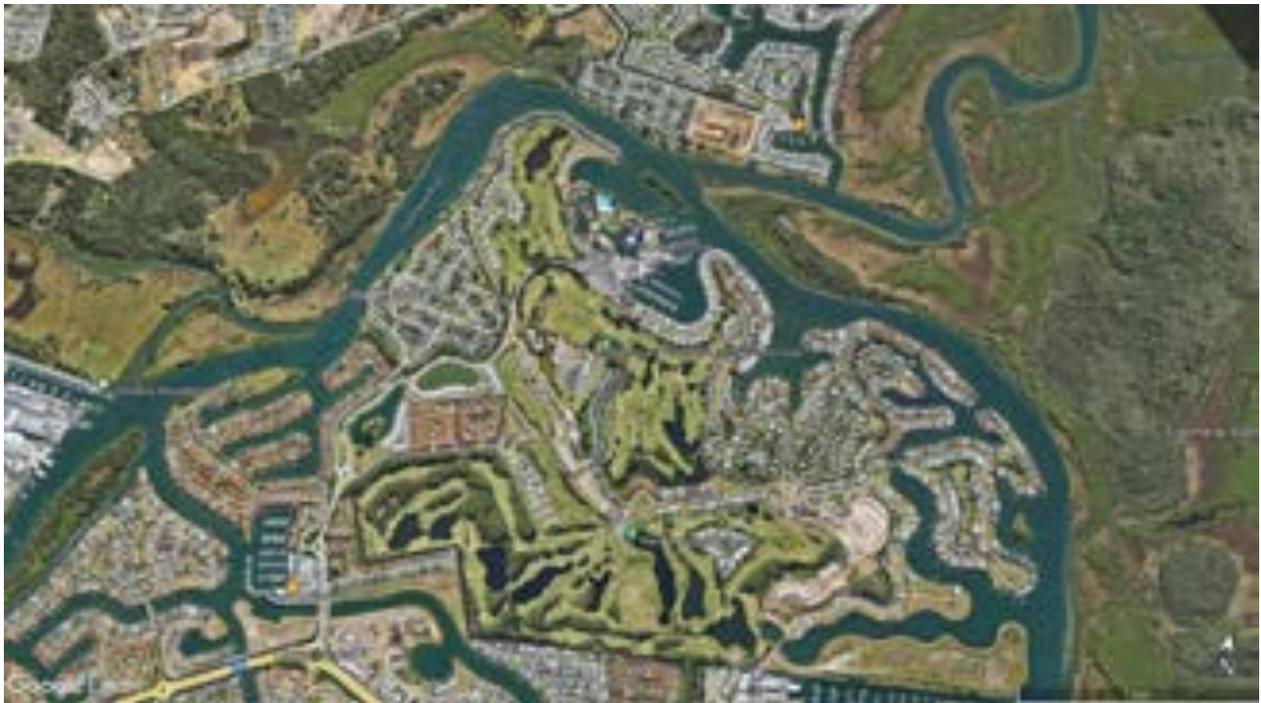
Proposed Location of driveway

6.9 Annexure B

<h1>SR B</h1>	<h2>SRB CONSULTING</h2> <p>ABN 74 225 770 976 CONSULTING STRUCTURAL ENGINEERS Principal: Stephen Belyea, B.Eng. (Structural), MIE Aust, R.P.E.Q 6204.</p> <p>Mobile: 0400 379 908</p> <p>email: srbconsulting@ozemail.com.au</p>
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INSPECTION REPORT - 2023

STRUCTURE DESCRIPTION: REVETMENT WALL(S) CONDITION
STRUCTURE OWNER: SANCTUARY COVE PRINCIPAL BODY CORPORATE
SITE ADDRESS: SANCTUARY COVE, QUEENSLAND



Author: Steve Belyea, RPEQ 6204

PREAMBLE

This is a first impressions report, the scope of which is limited to cursory observation and non-invasive investigation(s). As such, the contents should be regarded as indicative, rather than definitive, at this time.

This report has been prepared in accordance with instructions received from the Sanctuary Cove Principal Body Corporate GTP202 regarding the perceived current condition of the revetment wall(s) and adjacent gabion rock armouring across the estate and therefore any liabilities that may arise from issues discussed in this report are restricted to same.

It is essential that the Principal Body Corporate take reasonable steps to properly address the items of significance identified in this report. This should include obtaining independent legal advice on the owner's rights and obligations in respect of any building / structural defect or maintenance issues identified.

We are not lawyers and therefore cannot advise you in relation to legal matters.

The author of this document has placed each of the above findings into a level of priority for readers to understand at a glance.

This matrix is subjective and is based on the author's experience and expertise.

Level	Structural Significance	Urgency
1	Potential for human injury	Owners notified within 24 hours Action required as quickly as possible
2	Advanced deterioration occurring Imminent symptomatic defects	Plan of action required within 3 months
3	Significant deterioration occurring Assumed symptomatic defects	Plan of action required within 6 – 12 months
4	May lead to structural damage of significance over 5+ years	Plan of action required within 36 – 72 months
5	Considered an aesthetic defect	Not considered urgent

SRB Consulting Engineers recommended rectifications are not to be considered as technical work specifications or scopes of work.

Please contact our office to provide a comprehensive scoping document, if required.

1.1 **ROYSTONIA - Marine Drive North, from Pebble Ln to HARBOUR 1**

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove revetment wall arrangement is assessed as being generally structurally competent / adequate.

The circa 2021 repairs to the revetment wall arrangement / roadside drainage outlet at 5324 Marine Dve North continue to perform successfully.

Surface fretting is generally isolated and nominal and therefore not considered an issue across the extents of the revetment wall arrangement to Roystonia and Harbour 1.

No structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

Other repair recommendations noted across the extents of Roystonia / Harbour 1 were:

- a) Isolated spalling repairs to (circa) 5240 / 5242 / 5250 Marine Dve Nth – approx. 40 litres in total;
- b) Isolated spalling repairs to (circa) 5258 Marine Dve Nth – approx. 10 litres in total;
- c) Isolated spalling repairs to (circa) 5282 Marine Dve Nth – approx. 40 litres in total;
- d) Isolated spalling repairs to (circa) 5306 Marine Dve Nth – approx. 10 litres in total;
- e) Replacement of Ø400 precast mooring piles to (x2 off pontoons) to (circa) 5322 and 5324 Marine Dve Nth;
- f) Replacement of Ø400 precast mooring piles to (x2 off pontoons) to (circa) 5328 Marine Dve Nth;
- g) Replacement pontoon (significantly compromised floatation module) to (circa) 5352 Marine Dve Nth.

1.2 **HARBOUR 1 - (Cypress Point Tc / The Promenade / Masthead Way and Harbour Tc to Coomera River frontage)**

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove revetment wall arrangement is assessed as being generally structurally competent / adequate.

Surface fretting is again not considered an issue - no structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

A number of the precast Ø400 finger jetty support piles along the Western aspect of The Parkway still present with advancing spalling damage, requiring repair.

Further – and noting that boardwalk framing (particularly bearer connection bracket) repairs / replacements have apparently been commenced since the 2002 assessment - nonetheless we would recommend that the fixed boardwalk to Harbour 1 (adjacent to Harbour Tce) be independently audited for competence.

A cursory summary of collateral issues for attention across The Parkway boardwalk area to be addressed would be (in approx. order of importance):

- a) Rectification of approx. 80 litres of concrete spalling damage to the finger jetty support piles to (circa) 4610 / 4612 The Parkway;
- b) Rectification of approx. 40 litres of concrete spalling damage to the finger jetty support piles to (circa) 5640 / 5642 The Parkway;
- c) Repair of failed outer framing to the timber boardwalk arrangement at (circa) 5650 The Parkway (note: use of the boardwalk at this location should be restricted until suitable repairs have been completed);
- d) Repair of boardwalk outstand / gangway support framing at (circa) 5654 The Parkway (note: use of gangway should be restricted until suitable repairs have been completed);
- e) Repair of boardwalk outstand / gangway support framing at (circa) 5658 The Parkway (note: use of the boardwalk at this location should be restricted until suitable repairs have been completed);
- f) Excessive corrosion to main fixed boardwalk brackets along Harbour Tce, generally (particularly the Northern aspect of same, adjacent to the Coomera River) – audit and replacement as necessary indicated;

1.3 COOMERA RIVER FRONT / HARBOUR 2 – ‘BAUHINIA’ & ‘WASHINGTONIA’ (Anchorage Tc, Clearwater Crs, The Parkway, Bayview Walk & Bayside Cl)

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove revetment wall arrangement is assessed as being generally structurally competent / adequate.

Surface fretting is also not considered an issue - no structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

A summary of collateral issues for attention of the SCPBC in ‘Bauhinia’ & ‘Washingtonia’ precincts would be (in approx. order of importance):

- a) Rectification of approx. 10 litres of spalling damage to the revetment wall arrangement stem at (circa) 5691 Anchorage Tce;
- b) Rectification of approx. 10 litres of spalling damage to the revetment wall arrangement stem at (circa) 5705 Anchorage Tce;
- c) Replacement of borer-affected timber mooring pile to min-marina arrangement at (circa) 4666 The Parkway;

- d) Rectification of approx. 50 litres of concrete spalling damage to the Ø400 mooring pile (North) at (circa) 5843 Coveside Ln;
- e) Repair / repositioning of impact-affected 'Private Harbour' signage adjacent to (circa) 7313 Bayside Cl.

1.4 COOMERA RIVER FRONT – 'PLUMERIA': Marine Dve East

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove revetment wall arrangement (with the exception of 7666 Marine Dve East – approx. 30T gabion rock top-up indicated) is assessed as being generally structurally competent / adequate.

Surface fretting is not considered an issue - no structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

A summary of collateral issues for attention of the SCPBC in 'Plumeria' would be (in approx. order of importance):

- a) Replenishment / addition of approx. 30T to 7666 Marine Dve East.
- b) (further) repair - or replacement - of the pontoon at 7100 Marine Dve East;

1.5 HARBOUR 3 – HARPULIA – The Parkway / Keyside Cl / Riverview Cres / Key Waters / The Parkway / Riverside Dve

The revetment wall and rock armouring arrangements to this section of the Sanctuary Cove revetment wall arrangement is assessed as being generally structurally competent / adequate.

Surface fretting is *somewhat* more prevalent than Harbours 1 & 2, however remains not an issue of concern at this 2023 assessment.

There are therefore no structural repairs of significance are therefore indicated for either the revetment wall arrangement or edge treatment at this time.

A summary of collateral issues for attention of the SCPBC in 'Harpulia' / Harbour 3 would be (in approx. order of importance):

- a) Rectification of approx. 10 litres revetment wall arrangement stem concrete spalling at (circa) 8017 Key Waters;
- b) Review of approval documentation / mooring facilities at (circa) 7093 Keyside Ct currently presenting with an oversized vessel;
- c) Review of approval documentation / mooring facilities at (circa) 7103 Riverview Cres currently presenting with an oversized vessel;

- d) Review of approval documentation / mooring facilities / bridge at (circa) 8015 / 8016 Key Waters currently presenting with an oversized vessel;
- e) Review of approval documentation / mooring facilities at (circa) 8081 Riverside Dve currently presenting with an oversized vessel.

1.6 COOMERA RIVER FRONT – ‘ACACIA’ & ‘SCHOTIA’ – Riverside Dve / The Circle

The revetment wall and rock armouring arrangements to this section of Sanctuary Cove are assessed as being generally structurally competent / adequate at this time.

Surface fretting is more prevalent than the majority of the Sanctuary Cove Estate revetment wall arrangement, however is currently not considered an issue of concern generally.

A notable exception, however, is located at 2134 The Circle where the revetment wall arrangement stem is heavily fretted and considered to be beyond viable insitu repair to correct – as previously reported, replacement of this approx. 70 l/m revetment wall arrangement is not currently necessitated but will likely be required in < 7 years hence.

A summary of collateral issues for attention of the SCPBC in ‘Acacia’ / ‘Schotia’ would be (in approx. order of importance):

- a) Rectification of approx. 10 litres revetment wall arrangement stem concrete spalling at (circa) 2106 The Circle;
- b) Rectification of approx. 30 litres revetment wall arrangement stem concrete spalling at (circa) 2122 The Circle.

1.7 HARBOUR 4 –‘TRISTANIA’ / ‘JUSTICIA’

Inspection of the physical integrity of the reinforced concrete revetment wall arrangement throughout Harbour 4 again indicated that the wall continues to suffer from moderate to advanced surface paste layer deterioration at the upper margin of the wall stem, generally, however no structural repairs of significance are indicated or recommended for either the revetment wall arrangement or edge treatment at this time, due to advancing paste layer deterioration of the stem.

Consequently, though various instances of concrete spalling damage to the revetment wall arrangement at numerous locations was indeed identified during the 2023 audit, the deteriorating condition of these walls (as previously reported) is such that isolated spalling repairs to same are not considered to be financially viable.

To that end, though many instances of stem spalling damage in Harbour 4 was identified, we subsequently have no immediate spalling repair recommendations to make for same.

As previously reported, we would alternatively recommend the SCPBC commence forward budgeting for replacement of compromised revetment wall arrangement stems on an 'ad-hoc' basis, likely commencing in around 5 - 6 years hence.

A cursory cost estimate for such works would likely be in the order of approx. \$4K per lineal metre, as a guide.

Repairs of note in 'Tristania', however, would include:

- a) Rectification of the compromised stormwater drainage @ (circa) 2028 The Circle – rectification of the headwall collar and adjacent Ø825 pipe section + retrofitment of a thrust collar to support same is recommended;
- b) (potential) rectification of the compromised stormwater drainage located in the park / easement between 1044 and 1051 Edgecliff Dve – further excavation and assessment indicated;
- c) Regular (bi-annually) monitoring of the revetment wall arrangement to the easement / park adjacent to the Northern bridge entrance on Edgecliff Dve (previously called the 'Sickle Ave' bridge) due to slumping and forward rotation to same;

1.8 **'ALYXIA' / 'JUSTICIA' – The Point Cct**

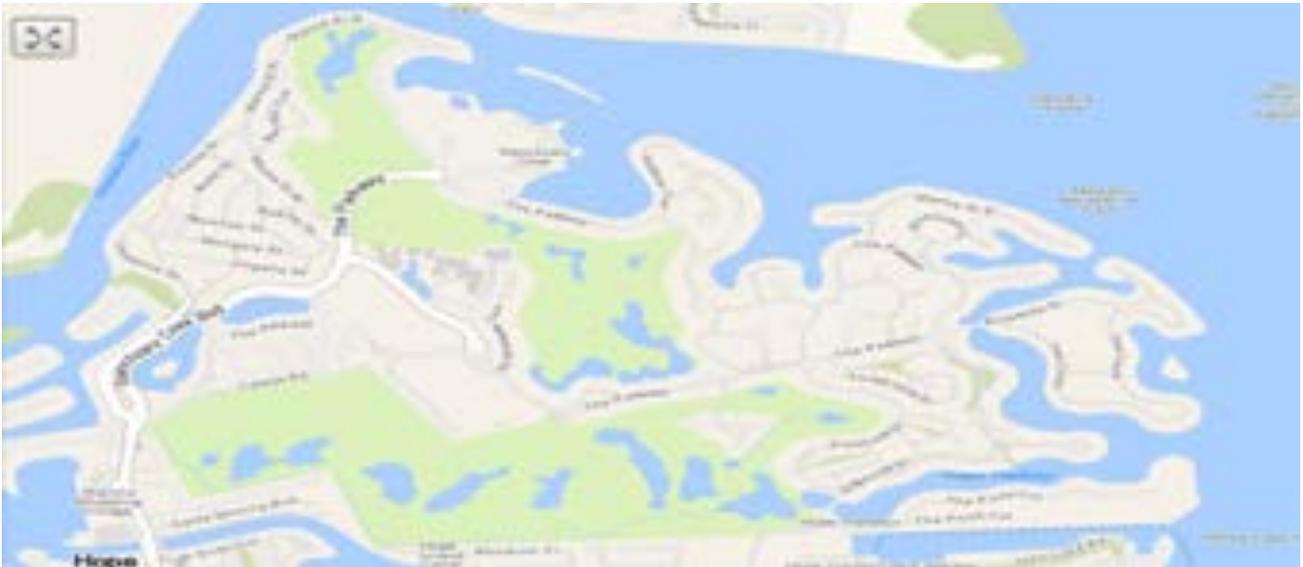
No structural repairs of significance are indicated for either the revetment wall arrangement or edge treatment at this time.

Further, no structural repairs of significance are indicated for either the terrestrial retaining wall arrangement to the Southern aspect Lots off The Point Cct (abutting the Hope Harbour marina).

2.0 SCOPE OF THIS REPORT

2.1 This is a first impressions report, the scope of which is limited to cursory observation and generally non-invasive investigation(s). As such, whilst accurate, the contents should be regarded as indicative at this time.

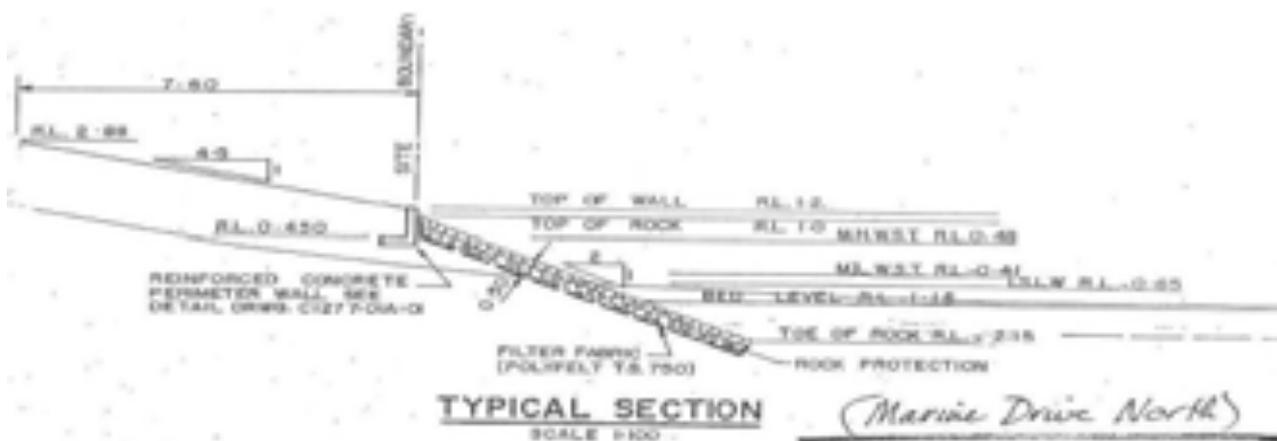
2.2 An Engineer from this office inspected the Coomera River / canal perimeter of the Sanctuary Cove Estate over the course of September 2023 to assess and comment on the current structural condition / efficacy of the reinforced concrete revetment wall(s) fronting waterside properties, as well as the condition of the adjacent gabion rock armouring.



SR-01: Sanctuary Cove Estate overview

This report collates the current investigation information, as well as considers information from previous assessments undertaken by SRB Consulting Engineers, to provide the most recent condition status of the revetment walls and adjacent rock armouring across the estate.

Note that unless deemed a potential or imminent safety issue, unrelated / collateral issues identified in previous reports are not generally reiterated in this current assessment summary – refer to previous 2017 to 2022 reports for further information in this regard.



SR-02: typical revetment wall design – (Roystonia / Marine Drive North)

3.0 INVESTIGATION SUMMARY

3.1 **ROYSTONIA - Marine Drive North (Pinnaroo St) to HARBOUR 1**



SR-03: Region 1: 'Roystonia' - Marine Drive North (Pebble Ln to Harbour 1)

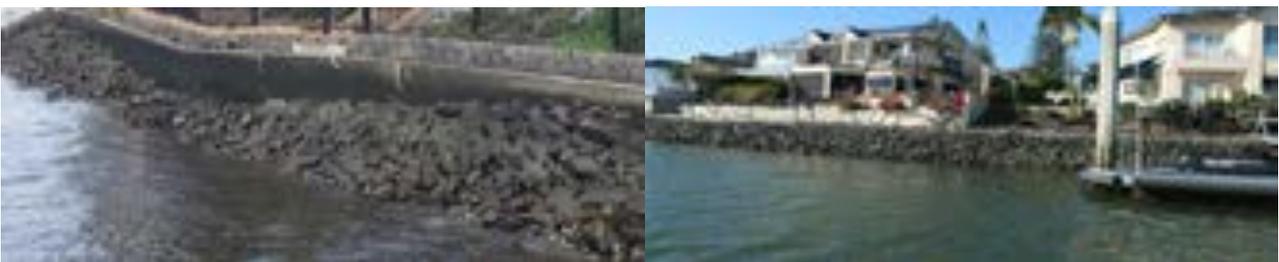
In general, both the revetment wall arrangement and adjacent gabion rock armouring along this section of the Coomera River frontage remains in a generally functional / competent condition, commensurate with apparent age and construction style.

Surface fretting to the reinforced concrete wall stem remains relatively isolated / nominal and is therefore not considered to be an issue at this section of the overall Sanctuary Cove revetment wall arrangement.



SR-04: Typical revetment wall arrangement (good) condition along Marine Drive North

Further, we are again pleased to advise that the revised revetment wall arrangement (circa May 2020) - replacing the previously failed structure adjacent at 5318 Marine Dve North - continues to present in a competent / successful condition.



SR-05: 5318 Marine Dve North - failed wall section 2019 / replaced wall section 2023

Additionally, the revetment wall arrangement / roadside drainage outlet rectification works located at 5325 Marine Dve North - identified in the 2020 assessment – also appear to continue to be performing successfully.



SR-06: 5324 Marine Dve North - post repairs – 2023

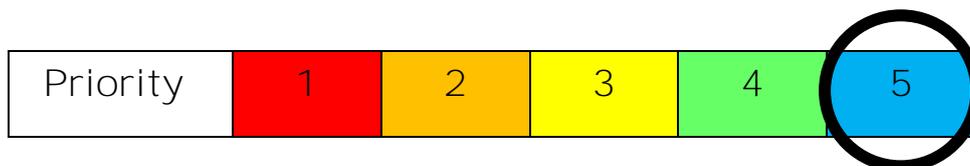


SR-07: typical view of 'Roystonia' revetment wall arrangement and gabion rock armoring - #1



SR-08: typical view of 'Roystonia' revetment wall arrangement and gabion rock armoring - #2

There are currently no structural repairs of significance to generally report for the revetment wall arrangement gabion rock armoring to 'Roystonia' at this time.



3.2 There are, however, isolated issues to be attended to across the 'Roystonia' area, a brief summary of identified issues to this section of the revetment wall arrangement is as

follows:

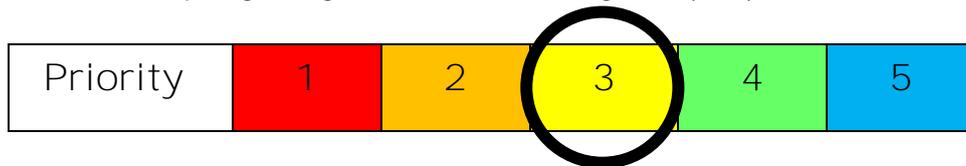
3.2.1 Isolated spalling repairs to (circa) 5240 / 5242 / 5250 Marine Dve Nth – approx. 40 litres in total – not of overt structural concern, to be undertaken at the earliest convenience of the Sanctuary Cove Principal Body Corporate.



SR-09: spalling damage to revetment wall arrangement (circa) 5240 Marine Dve Nth



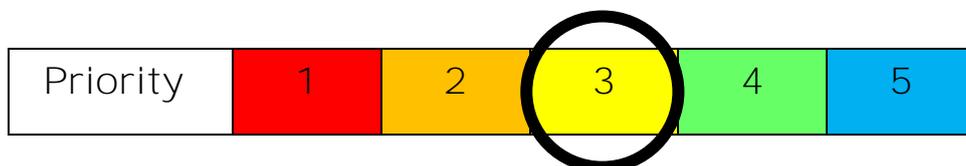
SR-10: spalling damage to revetment wall arrangement (circa) 5250 Marine Dve Nth



3.2.2 Isolated spalling repairs to (circa) 5258 Marine Dve Nth – approx. 10 litres in total – not of overt structural concern, to be undertaken at the earliest convenience of the Sanctuary Cove Principal Body Corporate.



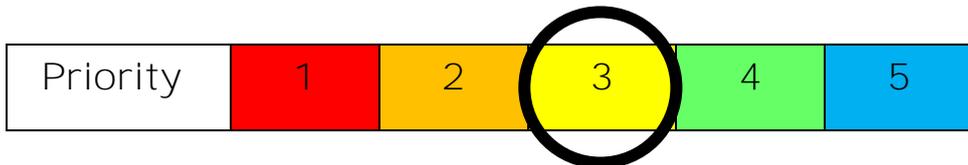
SR-11: spalling damage to revetment wall arrangement (circa) 5258 Marine Dve Nth



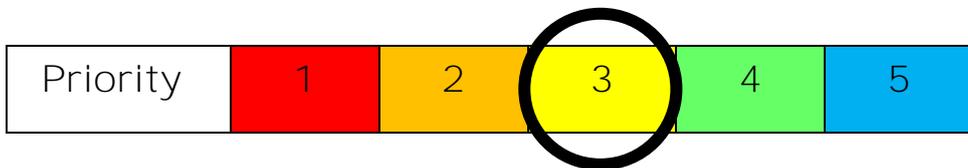
3.2.3 Isolated spalling repairs to (circa) 5282 Marine Dve Nth – approx. 40 litres in total – not of overt structural concern, to be undertaken at the earliest convenience of the Sanctuary Cove Principal Body Corporate.



SR-12: spalling damage to revetment wall arrangement (circa) 5282 Marine Dve Nth



3.2.4 Isolated spalling repairs to (circa) 5306 Marine Dve Nth – approx. 10 litres in total – not of overt structural concern, to be undertaken at the earliest convenience of the Sanctuary Cove Principal Body Corporate.

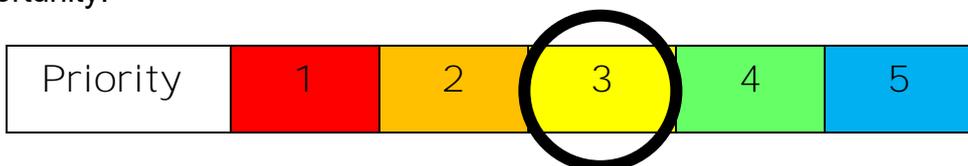


3.2.5 Replacement of Ø400 precast mooring piles to (x2 off pontoons) @ 5322 and 5324 Marine Dve Nth – the precast mooring piles to the pontoon arrangements at 5322 & 5324 present with an overt lean, likely associated with the perceived canal bank slip-circle failure leading to collapse of the revetment wall arrangement at 5318 Marine Dve East (repaired circa May 2020).



SR-13: 5322 Marine Dve Nth– note pile restraint cables installed

As reported in our 2022 assessment report, we would again recommend the SCPBC instruct the owners at 5322 and 5324 Marine Dve Nth to have the compromised pontoon mooring piles removed and suitably reinstalled, or replaced, at the earliest opportunity.

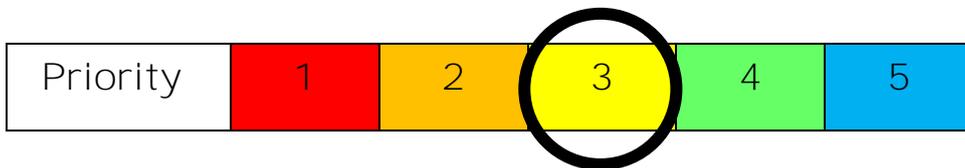


3.2.6 Replacement of Ø400 precast mooring piles to (x2 off pontoons) @ 5328 Marine Dve Nth – the precast mooring piles to the pontoon arrangement at 5328 presents with an overt lean, again likely associated with the perceived canal bank slip-circle failure leading to collapse of the revetment wall arrangement at 5318 Marine Dve East (repaired circa May 2020).



SR-14: 5328 Marine Dve North– note pile restraint cables installed

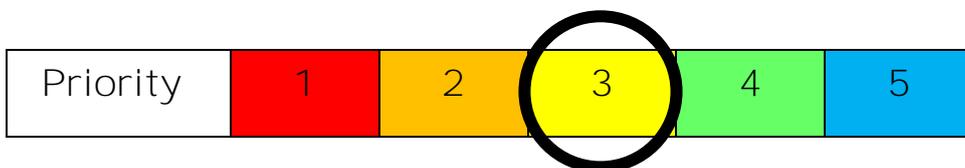
We would therefore also recommend that the SCPBC instruct the owner(s) at 5328 Marine Dve Nth to have the compromised pontoon mooring piles removed and suitably reinstalled, or replaced, at the earliest opportunity.



3.2.7 Replacement pontoon (significantly compromised floatation module) to 5352 Marine Dve Nth – the pontoon adjacent to 5352 Marine Dve Nth presents with an overly damaged floatation module – we would recommend the SCPBC compel the owner(s) to rectify or replace same at the earliest opportunity.



SR-15: views of compromised pontoon at 5352 Marine Dve Nth



3.3 HARBOUR 1 (Cypress Point Tc / The Promenade / Masthead Way and Harbour Tc to Coomera River frontage) – ‘BAUHINIA’ (part)



SR-16: Region 2: Harbour 1 / ‘Bauhinia’

In general, both the revetment wall arrangement and adjacent gabion rock armouring throughout the extent of Harbour 1 / ‘Bauhinia’ present in a functional condition, commensurate with apparent age and construction style.

Surface fretting to the reinforced concrete wall stem also remains relatively nominal and is therefore not currently considered to be an issue at this section of the overall Sanctuary Cove revetment wall arrangement.

Indeed, no revetment wall arrangement / edge treatment remedial works of significance indicated for Harbour 1 / ‘Bauhinia’ of significance were noted during the 2023 assessment.



SR-17: example of Harbour 1 revetment wall / edge treatment (good) condition – #1



SR-18: example of Harbour 1 revetment wall / edge treatment (good) condition – #2



SR-19: example of Harbour 1 revetment wall / edge treatment (good) condition – #3



SR-20: example of Harbour 1 revetment wall / edge treatment (good) condition – #4



SR-21: example of Harbour 1 revetment wall / edge treatment (good) condition – #5



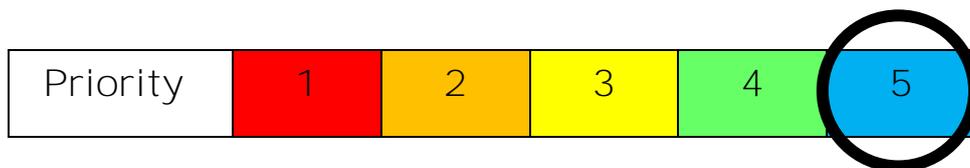
SR-22: example of Harbour 1 revetment wall / edge treatment (good) condition – #6

Additionally, the gravity / boulder wall revetment wall arrangement off Masthead Way continues to present in a generally structurally competent / viable condition.



SR-23: Harbour 1 boulder revetment wall off Masthead Way

There are currently no structural repairs of significance to report for the revetment wall arrangement / gabion rock armouring to 'Roystonia' at this time.

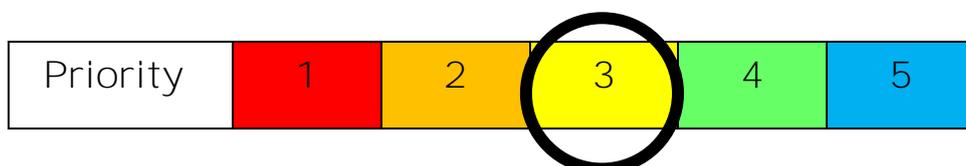


3.4 There are, however, isolated issues to be attended to across the Harbour 1 / 'Bauhinia' areas, a summary of identified issues being (in approx. order of importance):

3.4.1 **Rectification of approx. 70 litres of concrete spalling damage to the finger jetty support piles to (circa) 4610 / 4612 The Parkway** – not of overt concern - though nonetheless deteriorating at an accelerated rate – the outer (x2 off) piles to the fixed timber jetty at 4610 / 4612 The Parkway require around 70 litres of concrete spalling damage repair.



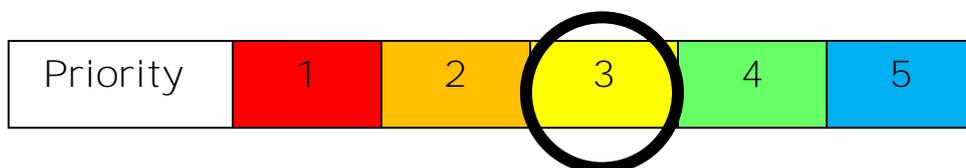
SR-24: spalling damage to Ø400 support piles to fixed timber jetty at 4610 / 4612 The Parkway



3.4.2 Rectification of approx. 40 litres of concrete spalling damage to the finger jetty support piles to (circa) 5640 / 5642 The Parkway – again, not of overt concern - though nonetheless deteriorating at an accelerated rate – the outer (x1 off, West) pile to the fixed timber jetty at 5640 / 5642 The Parkway requires around 40 litres of concrete spalling damage repair.



SR-25: spalling damage to Ø400 support piles to fixed timber jetty at 5640 / 5642 The Parkway

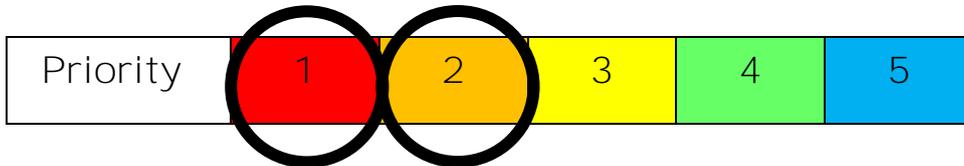


3.4.3 Repair of failed outer framing to the timber boardwalk arrangement at (circa) 5650 The Parkway – of *actual structural concern*, the outer edge of the boardwalk framing to (circa) 5650 The Parkway has catastrophically failed, requiring exigent repair.



SR-26: overt boardwalk framing damage at 5650 The Parkway

The Northern Ø400 precast support pile also requires around 40 litres of concrete spalling repair.

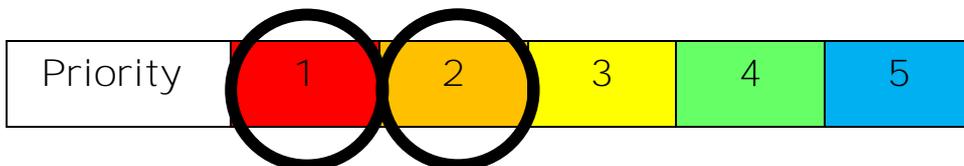


Note: use of the boardwalk at this location should be restricted until suitable repairs have been successfully completed.

3.4.4 Repair of boardwalk outstand / gangway support framing at (circa) 5654 The Parkway – also of *actual structural concern*, the outstand framing / gangway support to (circa) 5654 The Parkway is apparently approaching catastrophic failure, requiring exigent repair.



SR-27: imminent boardwalk framing failure at 5654 The Parkway



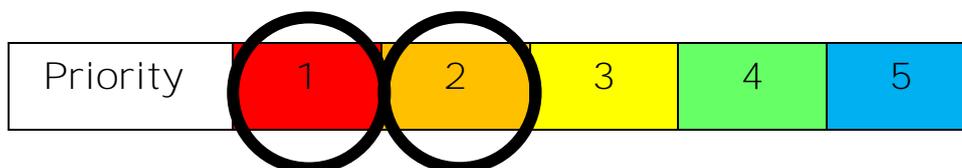
Note: use of the gangway at this location should be restricted until suitable repairs have been successfully completed.

3.4.5 Repair of boardwalk outstand / gangway support framing at (circa) 5658 The Parkway – also of *actual structural concern*, the outer edge of the boardwalk framing to (circa) 5650 The Parkway appears to be approaching possible imminent failure.

A comprehensive structural audit of the boardwalk framing at this location – followed by suitable repairs – should be undertaken at the earliest opportunity.



SR-28: overt boardwalk framing damage at 5654 The Parkway



Note: use of the boardwalk at this location should be restricted until suitable repairs have been successfully completed.

3.4.6 Dilapidated ('BAUHINIA') Boardwalk Support Brackets - whilst some replacements of compromised brackets appear to have occurred to date, nonetheless there remains corroded brackets / fixings in need of immediate rectification or removal / replacement.

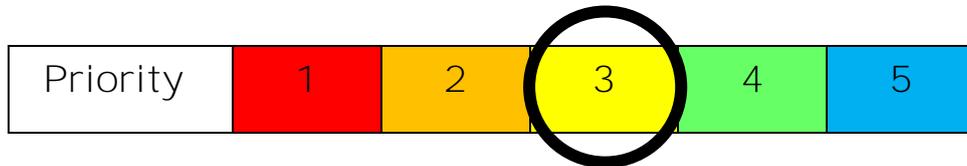


SR-29: example of recently replaced boardwalk framing support bracket – 'Bauhinia' - #1



SR-30: example of a corrosion damaged bearer support bracket (2022) – ‘Bauhinia’

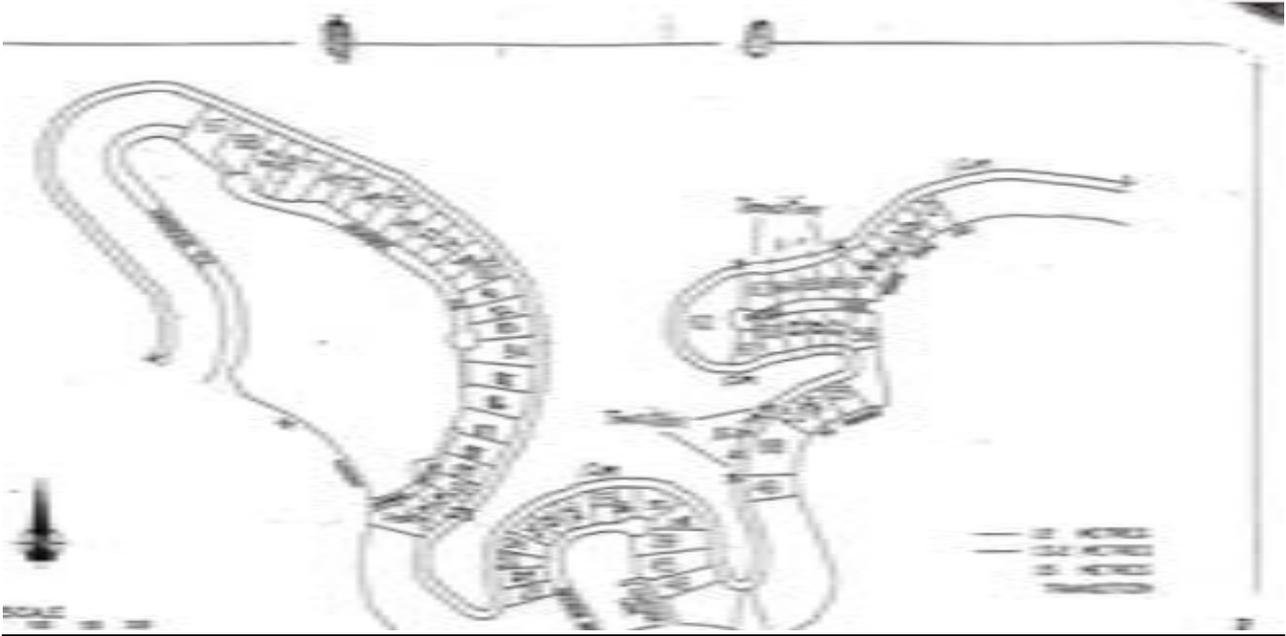
Given the ambient fixed and potential Live loadings to the fixed timber framed boardwalk area to ‘Bauhinia’, we would highly recommend the matter is audited and rectified at the earliest opportunity of the SCPBC.



3.5 COOMERA River Front / Harbour 2 – BAUHINIA: Anchorage Tce to Clearwater Cres, then WASHINGTONIA: The Parkway to Bayside Cl.



SR-31: Harbour 2 / ‘Washingtonia’ - #1



SR-32: Harbour 2 / 'Washingtonia' - #2

The revetment wall arrangement and gabion rock armouring to the Coomera River frontage (6 knot speed zone) continues to perform within acceptable service parameters, generally commensurate with apparent age and construction style.



SR-33: example of HBR-2 revetment wall and rock armouring (good) condition – #1



SR-34: example of HBR-2 revetment wall and rock armouring (good) condition – #2



SR-35: example of HBR-2 revetment wall and rock armouring (good) condition – #3

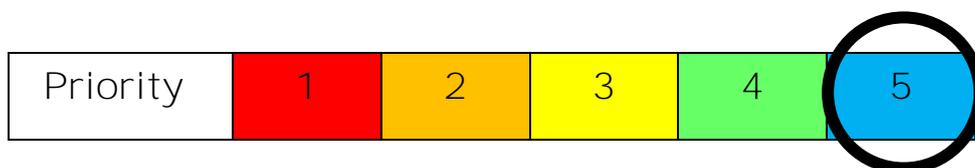


SR-36: example of HBR-2 revetment wall and rock armouring (good) condition – #4

Our Engineer again noted that surface fretting of the reinforced concrete stem has not apparently progressed significantly in Harbour 2 - still only nominally occurring at isolated locations - and is therefore not considered to be of significance at this time.

Indeed, the balance of the revetment wall arrangement / gabion rock armouring throughout Harbour 2 / 'Washingtonia' (up to 'Plumeria' / Marine Dve East) presented in a generally structurally competent condition, commensurate with apparent age and construction style.

There are therefore no immediate remedial works indicated for either the revetment wall arrangement or gabion rock armouring to the Harbour 2 - 'Bauhinia' and 'Washingtonia' - sections of the Sanctuary Cove estate at this time.

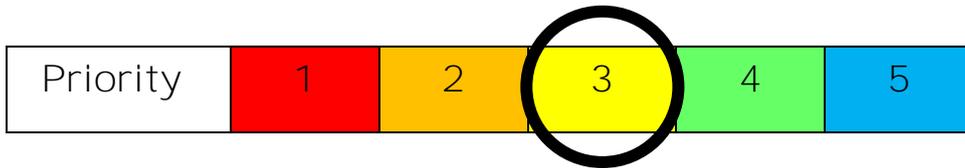


3.6 There were, however, collateral isolated issues to be attended to across the Harbour 2 / 'Washingtonia' areas, a summary of identified issues being:

3.6.1 **Rectification of approx. 10 litres of spalling damage to the revetment wall arrangement stem at (circa) 5691 Anchorage Tce** – not of overt structural concern, we would nonetheless recommend undertaking approx. 10 litres of concrete spalling damage repair to the revetment wall arrangement stem at (circa) 5691 Anchorage Tce, at the earliest convenience of the SCPBC.



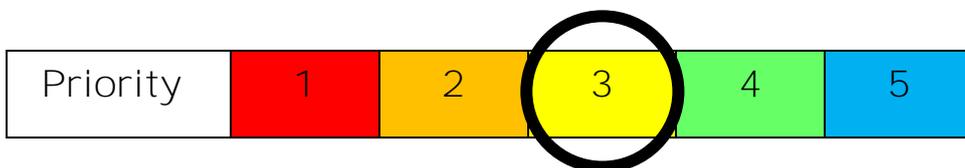
SR-37: revetment wall arrangement stem spalling damage at 5691 Anchorage Tce



3.6.2 **Rectification of approx. 10 litres of spalling damage to the revetment wall arrangement stem at (circa) 5705 Anchorage Tce** – also not of overt structural concern, we would nonetheless recommend undertaking approx. 10 litres of concrete spalling damage repair to the revetment wall arrangement stem at (circa) 5705 Anchorage Tce, at the earliest convenience of the SCPBC.



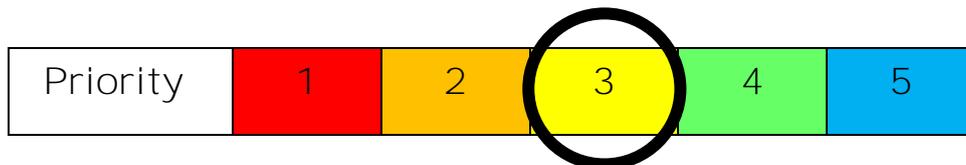
SR-38: revetment wall arrangement stem spalling damage at 5705 Anchorage Tce



3.6.3 Replacement of borer-affected timber mooring pile to min-marina arrangement at (circa) 4666 The Parkway – suffering from relatively extensive marine borer damage, the Southern outer timber mooring pile to the mini-marina adjacent to (circa) 4666 The Parkway should be replaced at the earliest convenience of the owners.



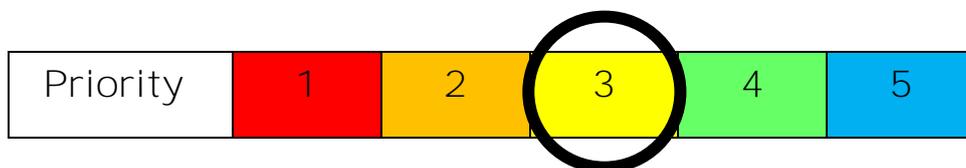
SR-39: timber mooring pile degradation / damage at 4666 The Parkway



3.6.4 Rectification of approx. 50 litres of concrete spalling damage to the Ø400 mooring pile (North) at (circa) 5843 Covese Ln – the Northern Ø400 precast mooring pile at 5843 Covese Ln – though not currently of overt structural concern – requires around 40 – 50 litres of concrete spalling damage repair, at the earliest convenience of the owners.



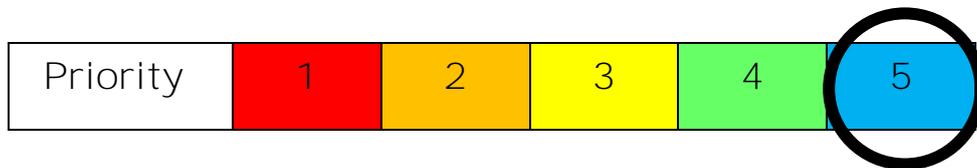
SR-40: mooring pile spalling damage at 5843 Covese Ln



3.6.5 **Repair / repositioning of impact-affected 'Private Harbour' signage adjacent to (circa) 7313 Bayside Ct** – predominantly of cosmetic concern only and not urgent, it will be easier to rectify the sign board in advance of collapse into the canal.



SR-41: impact-affected signage adjacent to 7313 Bayside Ct



3.7 **COOMERA RIVER FRONT – PUMERIA: Marine Dve East**

The revetment wall / rock armouring arrangements to the Coomera River frontage (6 / 40 knot speed zone) adjacent to Marine Dve East continues to present in a generally structurally competent condition, commensurate with apparent age.



SR-42: Region 4: Coomera River frontage / 'Plumeria'

Fortuitously, the Coomera River 40 knot speed amendment apparently still does not cause an appreciable detrimental effect to the revetment wall arrangement / rock armouring in this vicinity to date.



SR-43: Region 4: 'Plumeria' – 6 / 40 knot speed zone amendment boundary along Marine Dve East

Gabion rock armouring was again noted to have only nominally slumped in isolated areas, however there are generally no formal replenishment works being indicated at this location, time.



SR-44: example of generally good condition of revetment wall arrangement / rock armouring to 'Plumeria' - #1

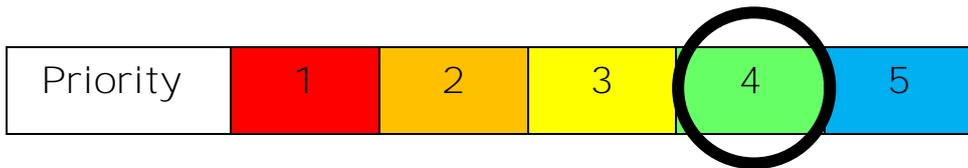


SR-45: example of generally good condition of revetment wall arrangement / rock armouring to 'Plumeria' - #2

An exception was again noted to be, however, 7666 Marine Dve East - our Engineer estimates approx. 30T of gabion rock replenishment remains indicated (to fill in low areas) across the approx. 31 l/m frontage of this property.



SR-46: 7666 Marine Dve East – partial edge treatment replenishment indicated – approx. 40T

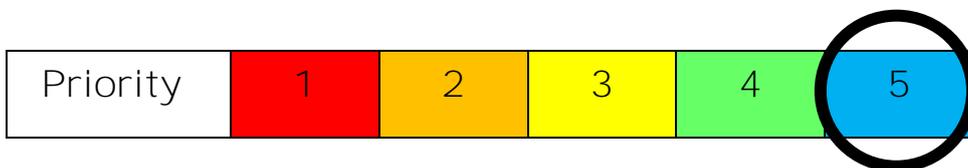


Isolated and infrequent surface pitting to reinforced concrete revetment wall stem outer face was again noted, however the overall revetment wall arrangement to 7666 Marine Dve East remains in generally competent condition, commensurate with age.

With the exception of the approx. 30T of edge treatment replenishment required for the 7666 Marine Dve East frontage as identified above, there are no immediate remedial works indicated for the Coomera River front section (adjacent to Marine Dve East) revetment wall arrangement or rock armouring / edge treatment at this time.



SR-47: example of generally good condition of revetment wall arrangement / rock armouring to 'Plumeria' - #3



There are, however, isolated issues to be attended to across the 'Plumeria' / Coomera riverfront section, a summary of identified issues being:

3.7.1 (further) repair - or replacement - of the pontoon at 7100 Marine Dve East – as reported in 2022, the (partially) repaired cable & strut pontoon is incorrectly balance and could potentially capsize during a turbulent flood event, leading to damage to pontoon arrangements downstream (East).

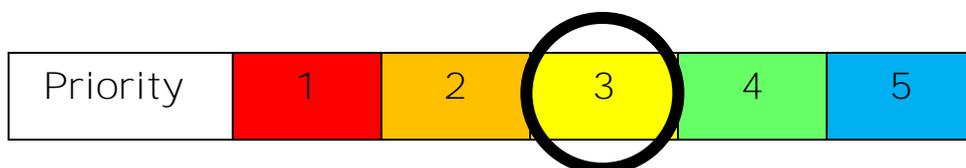
We would recommend the owners are alerted to contact a suitable marine contractor to rectify same (e.g. retrofit a floatation pillow to the strut side of the pontoon to raise the deck)



SR-48: compromised pontoon at 7100 Marine Dve East - #1



SR-49: compromised pontoon at 7100 Marine Dve East - #2



3.8 HARBOUR 3 – HARPULIA – The Parkway / Key Waters / Riverside Dve

The revetment wall and rock armouring arrangements to the section of the Sanctuary Cove estate is assessed as being generally structurally competent / adequate.



SR-50: example view of revetment wall arrangement / rock armouring to HBR3 – good condition - #1

Surface fretting is again noted to be nominally more prevalent than Harbours 1 & 2, however remains not an issue of concern as at the 2022 assessment.



SR-51: example view of revetment wall arrangement / rock armouring to HBR3 – good condition - #2



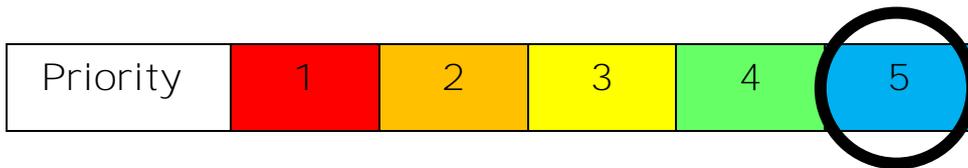
SR-52: example view of revetment wall arrangement / rock armouring to HBR3 – good condition - #3

The circa 2021 / 2022 installed polyethylene finger pontoon adjacent to the boat ramp appears to be generally functional and competent.



SR-53: boat ramp and polyethylene finger pontoon adjacent to The Parkway

There are currently no structural repairs of significance to report for the revetment wall arrangement / gabion rock armouring to Harbour 3 / 'Harpulia' at this time.

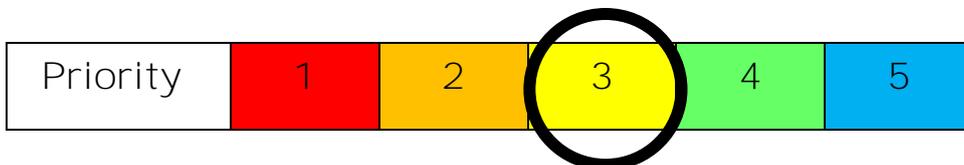


There are, however, isolated issues to be attended to across the Harbour 3 / 'Harpulia' waterway, a summary of identified issues to this section of the revetment wall arrangement (in approx. order of importance) as follows:

3.8.1 Rectification of approx. 10 litres revetment wall arrangement stem concrete spalling at (circa) 8017 Key Waters – not of overt structural concern, the revetment wall arrangement stem at (circa) 8017 Key Waters requires around 10 litres of concrete spalling repair, at the convenience of the SCPBC.



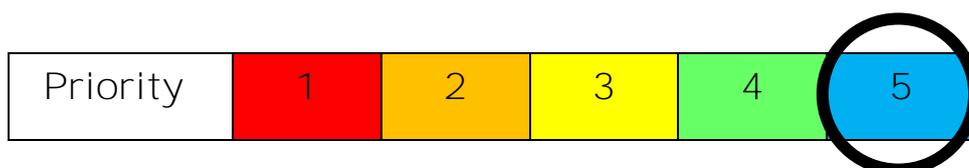
SR-54: nominal spalling damage to revetment wall arrangement stem at (circa) 8017 Key Waters



3.8.2 Review of approval documentation / mooring facilities at 7093 Keyside Ct currently presenting with an oversized vessel – previously reported in 2022 and currently presenting with an apparently oversized moored vessel, we would recommend the SCPBC undertakes a review of the approval documentation to establish the approved maximum vessel dimensions vs the as-presented vessel at this location.



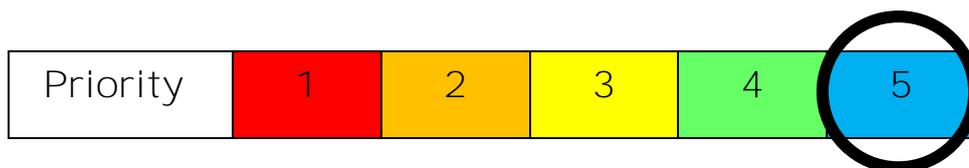
SR-55: location of (predicted) oversized moored vessel at 7093 Keyside Ct



3.8.3 Review of approval documentation / mooring facilities at 7103 Riverview Cres currently presenting with an oversized vessel – currently presenting with an apparently oversized moored vessel, we would recommend the SCPBC undertakes a review of the approval documentation to establish the approved maximum vessel dimensions, versus the as-presented vessel at this location.



SR-56: view of (predicted) oversized moored vessel at 7103 Riverview Cres

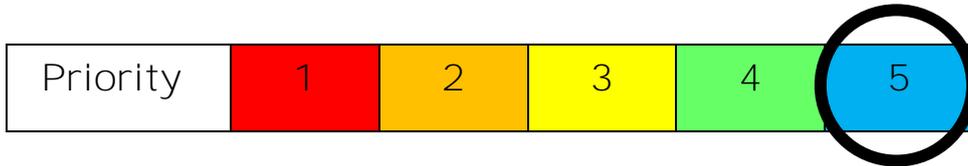


3.8.4 Review of approval documentation / mooring facilities at 8015 / 8016 currently presenting with an oversized vessel + pontoon bridge – currently presenting with an apparently oversized moored vessel and an unapproved pontoon / bridge between properties, we would recommend the SCPBC undertakes a review of the approval documentation to establish the approved maximum vessel dimensions vs the as-presented vessel at this location, as well as approval for the

bridging structure.



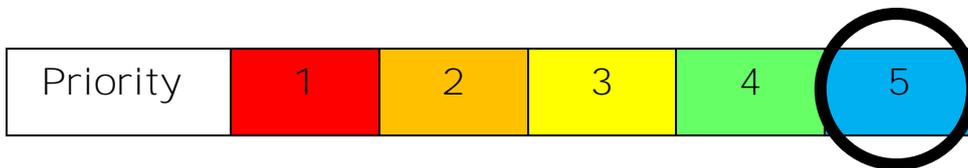
SR-57: location of (predicted) oversized moored vessel at (circa) 8016 Key Waters + pontoon bridge



3.8.5 Review of approval documentation / mooring facilities at 8081 Riverside Dve currently presenting with an oversized vessel – currently presenting with an apparently oversized moored vessel, we would recommend the SCPBC undertakes a review of the approval documentation to establish the approved maximum vessel dimensions, versus the as-presented vessel at this location.



SR-58: view of (predicted) oversized moored vessel at 8081 Riverside Dve



3.9 COOMERA RIVER & SCHOTIA ISLAND Inlet – ‘ACACIA’- Riverside Dve & The Circle

An inspection of the physical integrity of the reinforced concrete revetment wall and rock armouring across the section of the Coomera River frontage adjacent to Riverside Dve & The Circle – ‘Acacia’ / ‘Schotia’ – again indicated both to continue to generally perform within acceptable service parameters.

A nominal degree of edge protection (gabion rock) slumping was again noted to have

occurred across the Riverside Dve aspect of 'Acacia', however, replenishment was not considered to be exigent and can therefore be included in the next edge protection revision program, circa 3 – 5 years hence.



SR-59: example of typical revetment wall / rock condition to Coomera River, adjacent to Riverside Dve – 'Acacia'



SR-60: example of typical revetment wall / rock condition Schotia inlet, adjacent to The Circle - #1

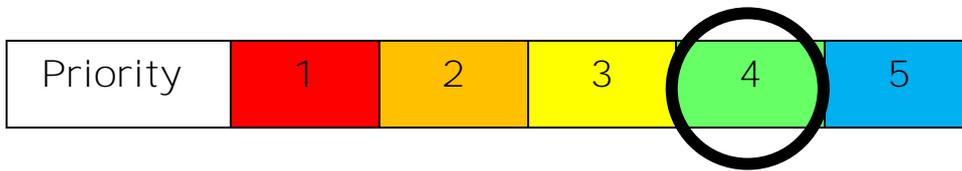


SR-61: example of typical revetment wall / rock condition (nominal surface fretting) Schotia inlet - #1

Surface fretting / paste layer deterioration continues to be more prevalent than the Western aspect areas (e.g., HBR-1 & HBR-2, 'Roystonia') however was not considered a matter of over concern – or requiring insitu repairs – at this time.



SR-62: example of typical revetment wall / rock condition (nominal surface fretting) Schotia inlet - #2



A notable exception to this observation regarding nominal-only paste layer deterioration / surface fretting was observed to 2134 The Circle (as previously reported), the approx. 70 l/m of revetment wall arrangement fretting damage being atypically extensive.



SR-63: surface fretting to revetment wall arrangement stem at 2134 The Circle - #1

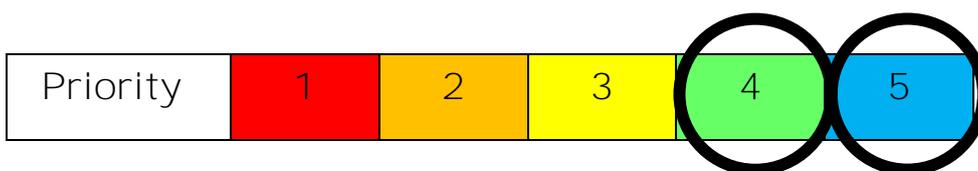
Again, it was the considered opinion of our Engineer that insitu repair attempts to address the revetment wall arrangement stem fretting at 2134 The Circle would be unlikely to produce either financially viable or successful long-term results – replacement of this isolated section of the revetment wall arrangement will likely be required within < 10 years.

Nonetheless, the structural integrity of the arrangement adjacent to 2134 The Circle was considered to remain adequately competent at this time.



SR-64: surface fretting to revetment wall arrangement stem at 2134 The Circle - #2

There are currently no structural repairs of significance to report for the revetment wall arrangement / gabion rock armouring to 'Acacia' and the 'Schotia' inlet at this time.

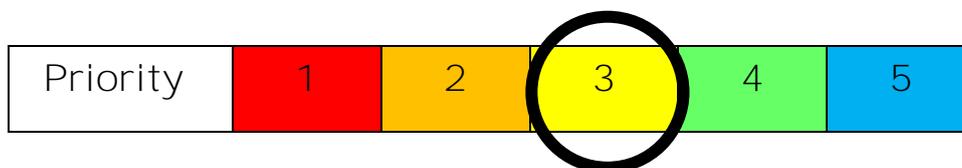


There are, however, isolated issues to be attended to across the 'Acacia' / 'Schotia' waterway, a summary of identified issues to this section of the revetment wall arrangement (in approx. order of importance) as follows:

3.8.1 Rectification of approx. 10 litres revetment wall arrangement stem concrete spalling at (circa) 2106 The Circle – not of overt structural concern, the revetment wall arrangement stem at (circa) 2106 The Circle requires around 10 litres of concrete spalling repair, at the convenience of the SCPBC.



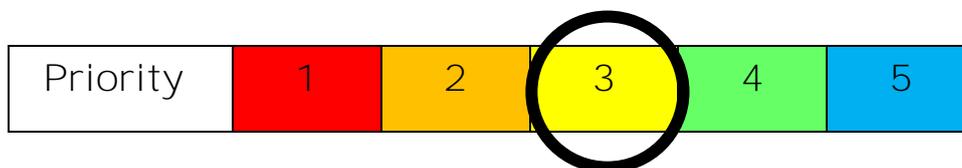
SR-65: nominal spalling damage to revetment wall arrangement stem at (circa) 2106 The Circle



3.8.2 Rectification of approx. 30 litres revetment wall arrangement stem concrete spalling at (circa) 2122 The Circle – not of overt structural concern, the revetment wall arrangement stem at (circa) 2122 The Circle requires around 30 litres of concrete spalling repair, at the convenience of the SCPBC.



SR-66: nominal spalling damage to revetment wall arrangement stem at (circa) 2122 The Circle



3.10 **HARBOUR 4 – ‘TRISTANIA’ – The Circle, Edgecliff Dve & The Point Cct (part)**

Inspection of the physical integrity of the reinforced concrete revetment wall arrangement throughout Harbour 4 again indicated that the wall continues to suffer from moderate to advanced surface paste layer deterioration at the upper margin of the wall stem, generally.



SR-67: example of revetment wall surface (paste layer) deterioration – Harbour 4 (file photo, 2011)

As previously reported, the issue of surface fretting (paste layer deterioration) remains far more prevalent throughout the ‘Tristania’ / Harbour 4 precinct than the balance of Sanctuary Cove, however replenishment of the edge treatment (gabion rock armouring) appears to continue to mitigate aggressive advancement of the condition to an appreciable degree.

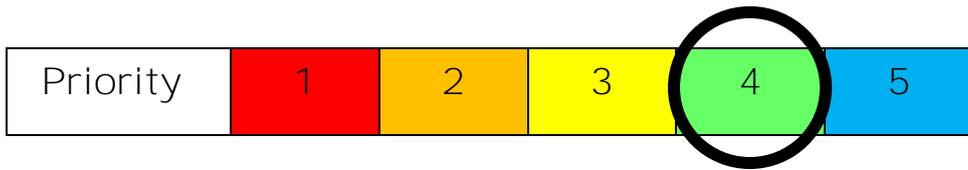


SR-68: example of advancing surface fretting / paste layer deterioration of the revetment wall arrangement stem - #2



SR-69: example of advancing surface fretting / paste layer deterioration of the revetment wall arrangement stem - #3

We would again identify that our Engineer was of the considered opinion that despite being the newest revetment wall arrangement construction to the Sanctuary Cove estate, unfortunately reconstruction works to Harbour 4 / 'Tristania' will likely be required circa 2030 due to the nature of the damage / deterioration.



In consideration of the recommended imminent Harbour 4 revetment wall arrangement replacement program (estimated circa 2030) we currently have no remedial recommendations for the same at this time.

Again, we would consider that generally all reasonable and cost-effective measures to prolong the expected service life of the revetment wall arrangement to this precinct have been undertaken, to date.



SR-70: typical example of the HBR-4 revetment wall arrangement / rock armoring arrangement - #1



SR-71: typical example of the HBR-4 revetment wall arrangement / rock armoring arrangement - #2



SR-72: typical example of the HBR-4 revetment wall arrangement / rock armoring arrangement - #3

That being said, our Engineer nonetheless identified collateral issues requiring repair / attention, being:

3.10.1 Rectification of the compromised stormwater drainage @ (circa) 2028 The Circle – apparently already identified for rectification, on past experience with similar matters, it was the considered opinion of our Engineer that a breach in the Ø825 RCP stormwater line has led to venting / scouring of founding materials adjacent to / behind the wingwall outlet, over time.

On the balance of probability, the lack of support to the wingwall has resulted to a significant change of geometry at the wingwall / pipe connection, causing the reinforced concrete pipe to partially delaminate from the revetment wall arrangement outlet (with subsequent ground losses in the immediate vicinity being a symptom of the damage mechanism).



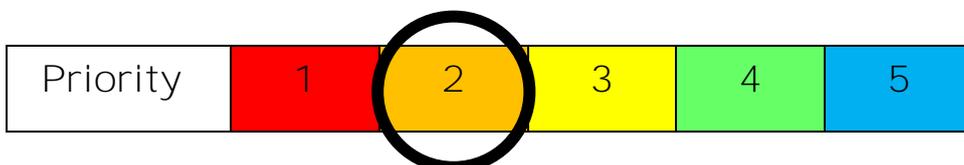
SR-73: compromised stormwater pipe / revetment wall arrangement at (circa) 2028 The Circle - #1



SR-74: compromised stormwater pipe / revetment wall arrangement at (circa) 2028 The Circle - #4

Whilst the partial forward rotation of the revetment wall arrangement at this location can be 'masked' / 'treated' generally, correct re-support of the headwall / outlet and adjacent Ø825 RCP will be required as an intrinsic part of the overall repair process.

We would therefore recommend that the Body Corporate engages a suitably qualified and experienced contractor to (in addition to the pipe replacement and reconnection works) retrofit (x2 off) min. 3T SWL screw piers immediately adjacent to the rear of the outlet wingwall and approx. 1m outboard / North of same, followed by the installation of a reinforced concrete headstock to the underside of the wingwall, with an incorporated thrust collar to the adjacent pipe section.



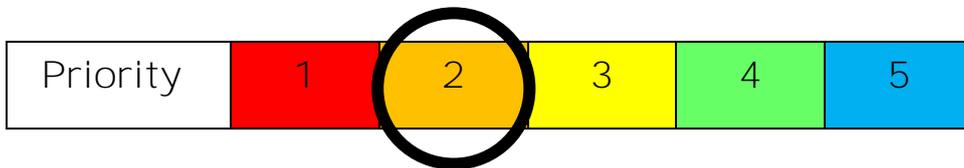
3.10.2 **(potential) rectification of the compromised stormwater drainage located in the park / easement between 1044 and 1051 Edgecliff Dve – further excavation and assessment indicated** – our Engineer noted that the revetment wall arrangement located adjacent to the easement between 1044 and 1051 Edgecliff Dve presents partial slumping / rotation.



SR-75: damaged revetment wall arrangement to easement between 1044 and 1051 Edgecliff Dve

On the balance of probability, this may be the result of water runoff cascade damage during heavy rainfall events and therefore – potentially – rectified with additional gabion rock and a retrofitted runoff diverter at the Southern end of the path.

Further investigation is indicated for this matter.



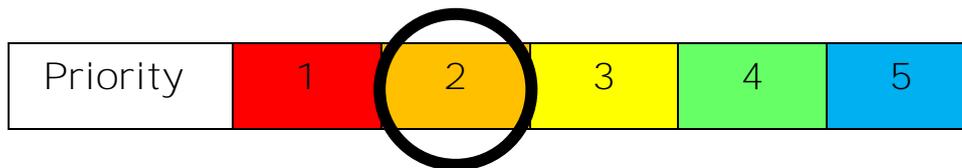
3.10.3 **Regular (bi-annual) monitoring of the revetment wall arrangement to the easement / park adjacent to the Northern bridge entrance on Edgecliff Dve (previously called the 'Sickle Ave' bridge) due to slumping and forward rotation to same** – anticipated to be similar in cause to that described for the easement the easement between 1044 and 1051 Edgecliff Dve at Section 3.10.3 above, the easement adjacent to the Northern entrance of the road bridge (previously referred to as the 'Sickle Ave' bridge) presents with advancing slumping / rotation.



SR-76: damaged revetment wall arrangement to easement adjacent to North entrance of 'Sickle Ave' bridge

Again, on the balance of probability, this *may* be the result of water runoff cascade damage during heavy rainfall events and therefore – potentially – rectified with additional gabion rock.

Further investigation is, however, indicated for this matter.



3.11 HARBOUR 4 – ‘ALYXIA’ / ‘JUSTICIA– The Point Cct (part)



SR-77: (part) setout of 'Justicia' / 'Alyxia'



SR-78: overview of The Point Cct

An inspection of the competency / condition of the reinforced concrete revetment wall / rock armouring to the newest release of the Sanctuary Cove Estate – The Point Cct - indicates the arrangement to generally remain in good order and condition.



SR-79: revetment wall arrangement / rock armouring to the Southern aspect of The Point Cct - #1



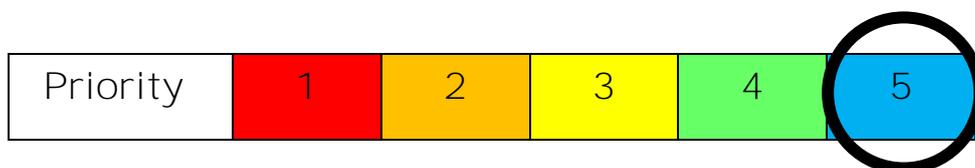
SR-80: revetment wall arrangement / rock armouring to the Southern aspect of The Point Cct - #2

There were no overt signs of subsidence / slump and / or rotation of the revetment wall and / or retaining wall arrangement(s) at this time.



SR-81: revetment wall arrangement / rock armouring to the Southern aspect of The Point Cct - #3

We therefore have no remedial repair / rectification recommendations for either the revetment wall, rock armouring or retaining wall arrangement(s) to 'Alyxia' / 'Justicia' at this time.



4.0 DISCUSSION & CONCLUSIONS

4.1 The revetment wall arrangement / gabion rock armouring treatment to 'Roystonia', Harbour 1, 'Bauhinia', 'Washingtonia', Plumeria', 'Alyxia', 'Justicia' and generally – and albeit to a lesser extent due to nominal stem paste layer deterioration, 'Harpulia' – continue present in a generally structurally adequate condition, as at September 2023.

4.2 Conversely, deterioration of the exposed reinforced concrete stem of various sections of 'Acacia' and 'Tristania' is moderate and progressive at various locations, however cost-effective insitu repairs rectifications – given the nature of the problem, being the use of substandard concrete materials and / or handling & placement techniques, as initially reported by John Reid & Associates in 2005) - are generally therefore not viable.

To reiterate previous advices on the matter, part of the Harbour 3 (2134 The Circle) and the predominance of the Harbor 4 revetment wall arrangements – particularly the revetment wall stems - are deteriorating at an accelerated rate due to the surface paste layer fretting / delamination associated with the sub-optimal concrete matrix from which they were constructed (e.g. excessive water content at original construction, resulting in overt surface porosity of the concrete).

Given there are no viable alternatives to mitigate paste layer deterioration throughout Harbour 4 ('Tristania'), there are currently no structural repairs of significance to report for the revetment wall arrangements to Sanctuary Cove at this time.

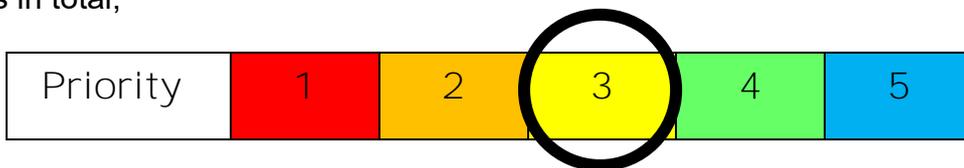
Similarly, though isolated gabion rock slumping has again been noted at several locations, the need to address (replenish) same is also not currently considered necessitated, with the exception of:

- 7666 Marine Dve East (~30T: refer also Section 3.7 of this report);

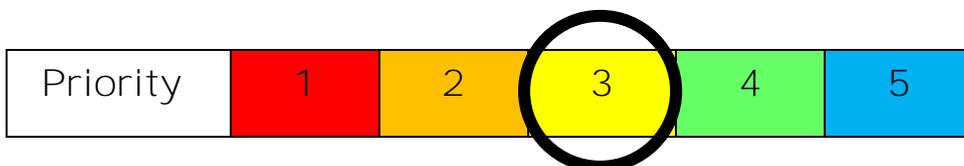
4.3 A brief summary of repairs and collateral issues indicated across the waterfront aspects of the Sanctuary Cove Estate are:

4.3.1 **ROYSTONIA - Marine Drive North (Pinnaroo St) to HARBOUR 1**

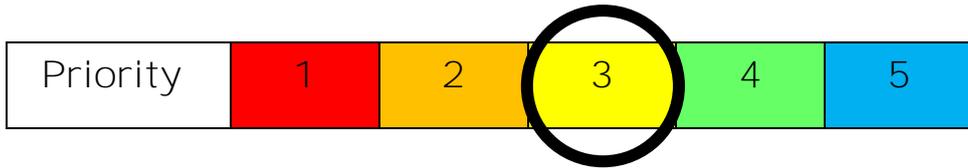
- a) Isolated spalling repairs to (circa) 5240 / 5242 / 5250 Marine Dve Nth – approx. 40 litres in total;



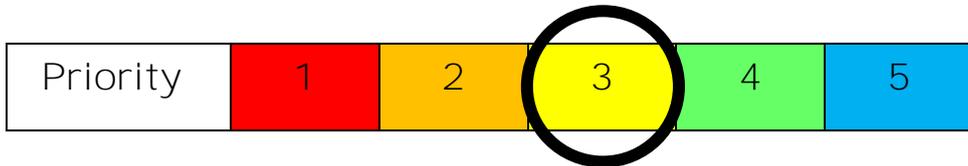
- b) Isolated spalling repairs to (circa) 5258 Marine Dve Nth – approx. 10 litres in total;



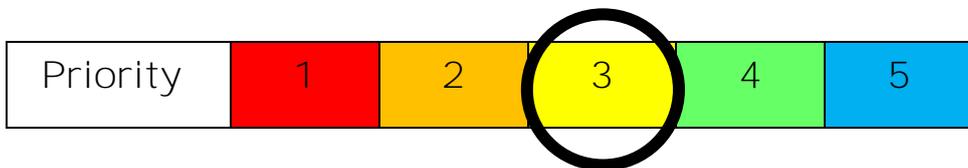
c) Isolated spalling repairs to (circa) 5282 Marine Dve Nth – approx. 40 litres in total;



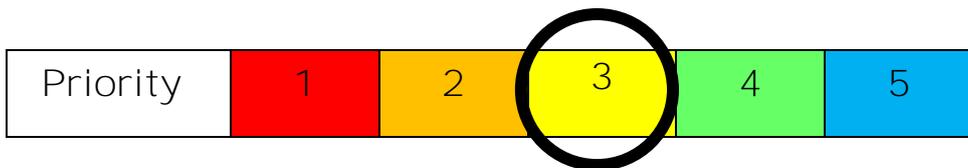
d) Isolated spalling repairs to (circa) 5306 Marine Dve Nth – approx. 10 litres in total;



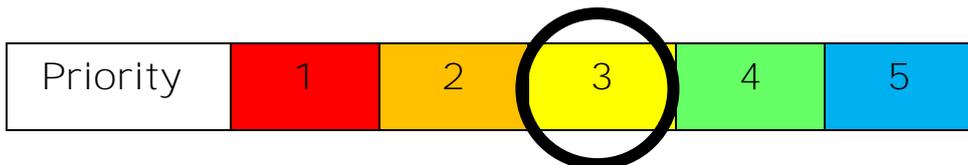
e) Replacement of Ø400 precast mooring piles to (x2 off pontoons) to (circa) 5322 and 5324 Marine Dve Nth;



f) Replacement of Ø400 precast mooring piles to (x2 off pontoons) to (circa) 5328 Marine Dve Nth;

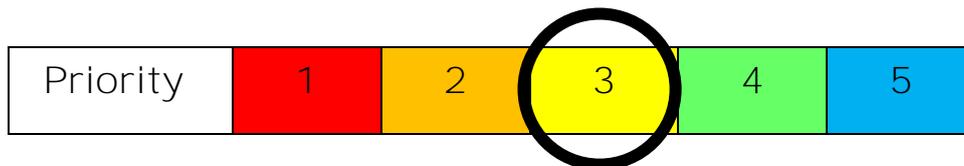


g) Replacement pontoon (significantly compromised floatation module) to (circa) 5352 Marine Dve Nth.

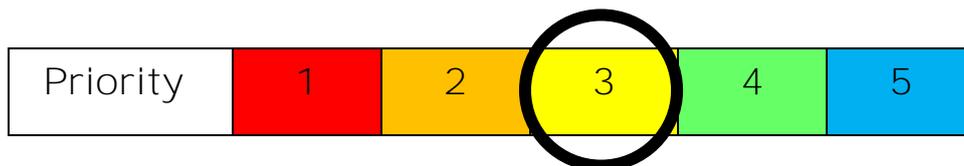


4.3.2 **HARBOUR 1 - (Cypress Point Tc / The Promenade / Masthead Way and Harbour Tc to Coomera River frontage)**

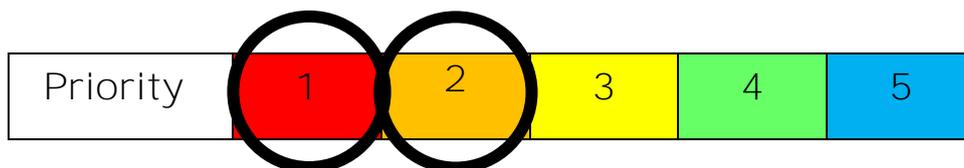
- a) Rectification of approx. 80 litres of concrete spalling damage to the finger jetty support piles to (circa) 4610 / 4612 The Parkway;



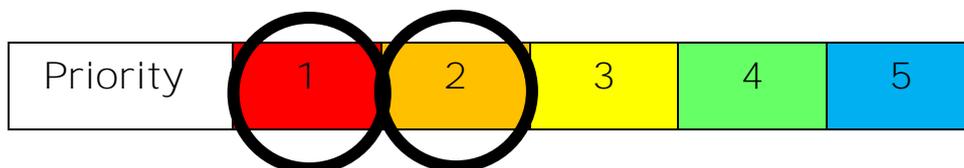
- b) Rectification of approx. 40 litres of concrete spalling damage to the finger jetty support piles to (circa) 5640 / 5642 The Parkway;



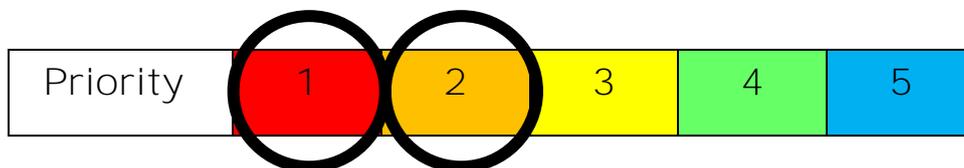
- c) Repair of failed outer framing to the timber boardwalk arrangement at (circa) 5650 The Parkway (note: use of the boardwalk at this location should be restricted until suitable repairs have been completed);



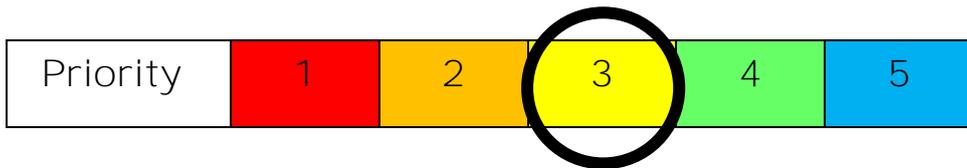
- d) Repair of boardwalk outstand / gangway support framing at (circa) 5654 The Parkway (note: use of gangway should be restricted until suitable repairs have been completed);



- e) Repair of boardwalk outstand / gangway support framing at (circa) 5658 The Parkway (note: use of the boardwalk at this location should be restricted until suitable repairs have been completed);

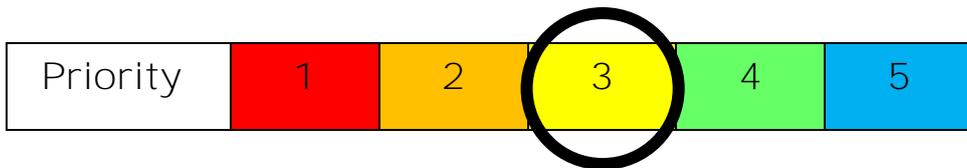


- f) Excessive corrosion to main fixed boardwalk brackets along Harbour Tce, generally (particularly the Northern aspect of same, adjacent to the Coomera River) – audit and replacement as necessary indicated;

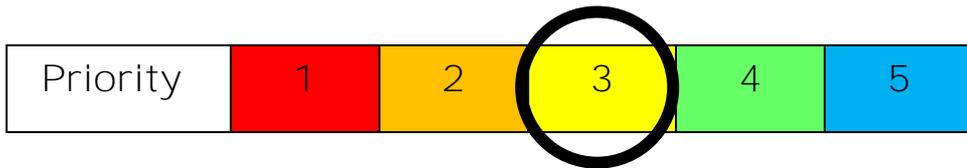


4.3.3 COOMERA RIVER FRONT / HARBOUR 2 – ‘BAUHINIA’ & ‘WASHINGTONIA’ (Anchorage Tc, Clearwater Crs, The Parkway, Bayview Walk & Bayside Cl)

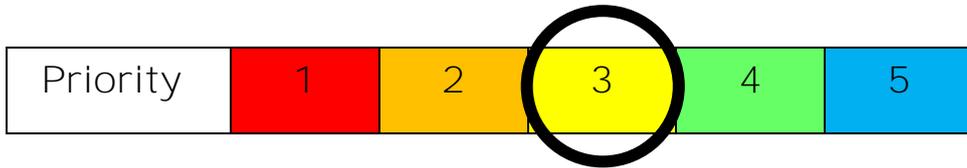
- a) Rectification of approx. 10 litres of spalling damage to the revetment wall arrangement stem at (circa) 5691 Anchorage Tce;



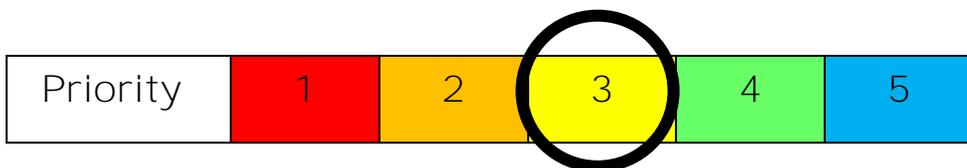
- b) Rectification of approx. 10 litres of spalling damage to the revetment wall arrangement stem at (circa) 5705 Anchorage Tce;



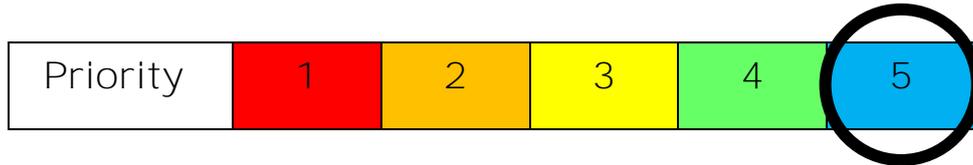
- c) Replacement of borer-affected timber mooring pile to min-marina arrangement at (circa) 4666 The Parkway;



- d) Rectification of approx. 50 litres of concrete spalling damage to the Ø400 mooring pile (North) at (circa) 5843 Coveside Ln;

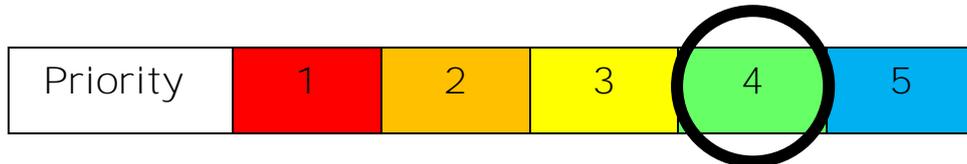


- e) Repair / repositioning of impact-affected 'Private Harbour' signage adjacent to (circa) 7313 Bayside Cl.

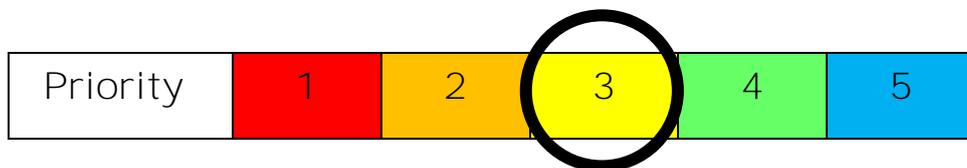


4.3.4 COOMERA RIVER FRONT – 'PLUMERIA': Marine Dve East

- a) Replenishment / addition of approx. 30T to 7666 Marine Dve East.

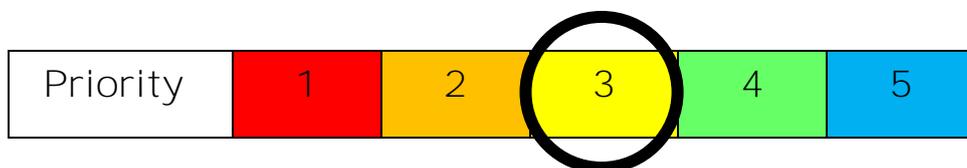


- b) (further) repair - or replacement - of the pontoon at 7100 Marine Dve East;

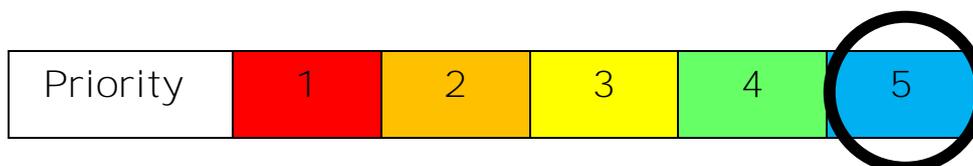


4.3.5 HARBOUR 3 – HARPULIA / ACACIA – The Parkway / Key Waters / Riverside Dve

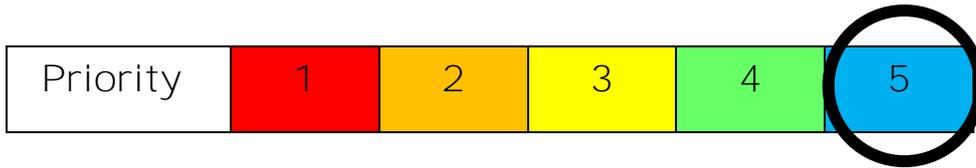
- a) Rectification of approx. 10 litres revetment wall arrangement stem concrete spalling at (circa) 8017 Key Waters;



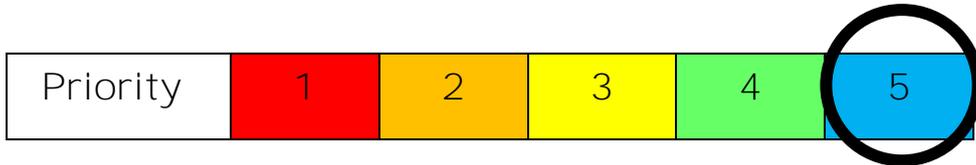
- b) Review of approval documentation / mooring facilities at (circa) 7093 Keyside Ct currently presenting with an oversized vessel;



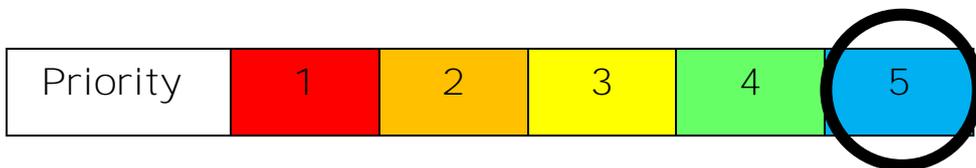
- c) Review of approval documentation / mooring facilities at (circa) 7103 Riverview Cres currently presenting with an oversized vessel;



- d) Review of approval documentation / mooring facilities / bridge at (circa) 8015 / 8016 Key Waters currently presenting with an oversized vessel;

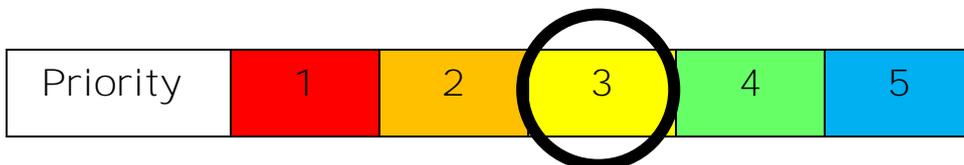


- e) Review of approval documentation / mooring facilities at (circa) 8081 Riverside Dve currently presenting with an oversized vessel.

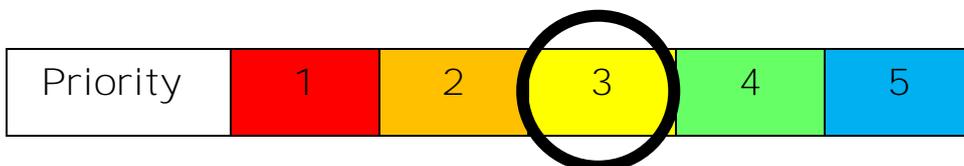


4.3.6 COOMERA RIVER FRONT – ‘ACACIA’ & ‘SCHOTIA’ – Riverside Dve / The Circle

- a) Rectification of approx. 10 litres revetment wall arrangement stem concrete spalling at (circa) 2106 The Circle;



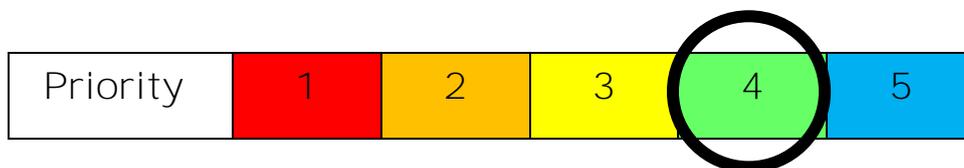
- b) Rectification of approx. 30 litres revetment wall arrangement stem concrete spalling at (circa) 2122 The Circle.



4.3.7 HARBOUR 4 –‘TRISTANIA’ / ‘JUSTICIA’

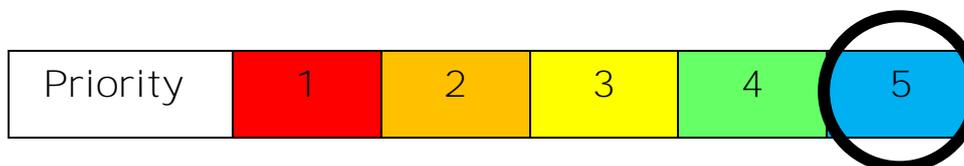
No structural repairs of significance are indicated for either the revetment wall arrangement or edge treatment at this time due to advancing paste layer deterioration of the stem.

We would alternatively recommend the SCPBC commence forward budgeting for replacement of compromised revetment wall arrangement stems on an ‘ad-hoc’ basis, likely commencing circa 2023.



4.3.8 ‘ALYXIA’ / ‘JUSTICIA’ – The Point Cct

No structural repairs of significance are indicated for either the revetment wall arrangement or edge treatment at this time.



STEPHEN BELYEA **B.Eng, MIE Aust,**
RPEQ 6204
for and on behalf of
SRB CONSULTING ENGINEERS

Date: 12th September 2023

**CORRESPONDENCE
FOR INFORMATION**

ITEM 1

From: gherring

Sent: Tuesday, September 19, 2023 12:49 PM

To: Dale StGeorge

Cc: Brian Earp; Derek Glinka

Greg Herring; Paul Kernaghan; petercohen3; Anthony Ellingford

Subject: Members Nominee Banksia Lakes

Mr Dale StGeorge

Secretary PBC

The Banksia Lakes RBC Members Nominee, Dr Greg Herring has indicated that he wishes to retire with effect 1st October 2023.

The RBC Committee has held a VOC and has elected to replace Dr Herring with Mr Andrew Brown with effect 1st October.

Dr Herring is currently a member of the PBC Executive Committee. In accordance with SCRA Section 42.2(i), he will become ineligible to hold that position from the same date.

I will remain the RBC Chair for the time being. Yours sincerely

Greg Herring

Chair, Banksia Lakes RBC



22 September 2023

Attention: Francesca Barnes
Mahoneys
Level 18, 167 Eagle Street
Brisbane QLD 4000

Email:

Dear Colleagues

**SANCTUARY COVE PRINCIPAL BODY CORPORATE - 4638
THE PARKWAY**

Our Ref: 230479
Your Ref: MAH-Matters.FID213438

We are instructed to write to you in relation to building and development issues that have arisen with your clients' residence at 4638 The Parkway.

1. Guest bedroom side window

Your clients' residence was constructed with a window in the guest bedroom on the western side. This window was not included on the approved building plans. The window overlooks, and adversely affects the amenity of, the neighbouring residence.

Your client proposes to install slats over this window to protect the privacy of the neighbouring residence by avoiding overlooking. That would still result in noncompliance with the approval and the development control-by-laws.

Pursuant to Development Control By-law (**DCBL**) 2.18.1 and section 96 of the *Sanctuary Cove Resort Act 1985* (Qld) (**SCRA**), the residential body corporate of the plan which contains your clients' lot must:

- (a) consent to and make the request for the Principal Body Corporate (**PBC**) to permit this non-compliance and installation of the privacy slats on the exterior of the residence;
- (b) demonstrate why the noncompliance is minor in the circumstances.

Unless the residential body corporate makes that request within 21 days, the PBC expects your clients to make alterations to remove the window to ensure compliance with the approved plans and the DCBLs.

Know. Act. Resolve

Partners

Colin Grace
Daniel Radman
Peter Ton
Jason Carlson
Jessica Bates
Jessica Cannon
Brenton Schoch

New South Wales

Level 12, 160 Sussex Street
Sydney NSW 2000
PO Box Q112
QVB NSW 1230

PH 02 9284 2700

Victoria

Level 23, HWT Tower, 40 City Road
Southbank VIC 3006

PH 03 9674 0474

Brisbane

Level 9, 179 North Quay
Brisbane QLD 4000
PO Box 12962
George Street QLD 4003

PH 07 3102 4120

Gold Coast

Level 3, Suite 1D
Emerald Lakes Town Centre Commercial
3027 The Boulevard
Carrara QLD 4211
PO Box 12962
George Street QLD 4003

PH 07 5554 8560

Australian Capital Territory

Level 9, Nishi Building
2 Phillip Law Street
Canberra ACT 2601

PH 02 6243 3652

Western Australia

Level 28, AMP Tower
40 Georges Terrace
Perth WA 6000

PH 08 9288 1870

EM enquiries@gracelawyers.com.au

W www.gracelawyers.com.au

ABN 55 116 196 500



2. Bullnose awning material

The PBC considers that compliance with the approved plans will be achieved on the basis that the:

- (a) metal sheeting is pre-formed to match the curvature of the original awning;
- (b) profile of the metal sheeting matches that of the Zinalume sheeting of the original awning;;
- (c) bullnose sheeting and framework are painted in the colour 'Seamist' to match the original awning;
- (d) whole bullnose assembly closely resembles the appearance of the original awning.

3. Moored vessel

The PBC is concerned that the pontoon cannot accommodate the load of a vessel of the size presently being moored by your clients.

The plans approved by the PBC on 26 September 2022 recorded the size of moored vessels being a maximum length of 12 metres. We are instructed that your client's moored vessels is about 20 metres in length.

It was the PBC's expectation that your client would procure a report from an engineer on the load tolerances of the pontoon, particularly whether it can accommodate the much larger vessel. That has not occurred. Please provide a report forthwith.

Moreover, the moored vessel is encroaching beyond the quay line of your clients' lot, which is not permitted.

4. CCTV camera - residence

The unauthorised installation of a CCTV camera on your clients' residence amounts to a contravention of Residential Zone Activity By-law (**RZABL**) 4.10.

If your clients intended to apply for retrospective approval (which they still have not done), it is the PBC's expectation that technical data and viewpoints of the camera would be provided. This has not occurred.

The placement of the camera in a position which could overlook a neighbouring residence is not reasonably required for the security of your clients' residence. Accordingly, we are instructed that even if your clients did make an application for retrospective approval for the cameras in their current location, such retrospective approval would not be given.

The CCTV camera is to be removed within 21 days, failing which enforcement action may be taken.

If your clients wish to re-position the camera in an alternate location, then please specify the location and apply for approval.



5. CCTV camera – vessel

If your clients intended to apply for retrospective approval (which they still have not done), it is the PBC's expectation that technical data and viewpoints of the camera would be provided. This has not occurred.

The placement of the camera in a position which overlooks a neighbouring residence is not reasonably required for the security of your clients' vessel. Accordingly, we are instructed that even if your clients did make an application for retrospective approval for the cameras in their current location on the vessel, such retrospective approval would not be given.

The CCTV camera is to be removed within 21 days, failing which enforcement action may be taken.

If your clients wish to re-position the camera in an alternate location, then please specify the location and apply for approval.

6. Path levels

The PBC confirms receipt of the as-built plan. We are instructed that Mr Leslie maintains the ground level along the fence line is higher than what previously existed. Please provide the information that was used to determine the height and profile of the existing ground line shown in the as-built plan.

Yours sincerely
Grace Lawyers Pty Ltd

A handwritten signature in black ink, appearing to be 'Jason Carlson', written over a horizontal line.

Contact: Jason Carlson, Partner
Email:
Phone:

ITEM 3



25 September 2023

Dear John,

On behalf of the Principal Body Corporate, I would like to thank you for your report on the RFI response to the rezoning applications.

Your contribution to the wellbeing of the Sanctuary Community is very much appreciated.

Kind Regards

A handwritten signature in black ink that reads "Stuart".

Stuart Shakespeare
Chairperson
Sanctuary Cove Principal Body Corporate



28 September 2023

Attention: Liam Reynolds
Gall Standfield & Smith
PO Box 259
Southport QLD 4215

Email:

Dear Colleagues

5133 ST ANDREWS TERRACE, SANCTUARY COVE (LOT 8, BUP 7946) – FLORIDA ROOM ENCLOSURE

Our Ref: 232224
Your Ref: LR:SW:232382

We act for the Sanctuary Cove Principal Body Corporate (**PBC**).

We have been provided with a copy of your letter dated 21 September 2023 but received by email on 25 September.

Your letter raises issue with communications the PBC sent on 14 and 22 August 2023.

The letter dated 14 August was sent by the PBC in co-operation with The Proprietors – Livingstonia GTP 1712 (**Livingstonia**), of which your client is a member. It represented a joint position of the PBC and Livingstonia held at the time.

The PBC has changed its position since this letter was issued.

Sanctuary Cove Body Corporate Services is the body corporate manager of the PBC and Livingstonia. It has forwarded a copy of your letter to the Livingstonia Committee.

We do not act for Livingstonia on this matter.

Yours sincerely
Grace Lawyers Pty Ltd

Contact: Jason Carlson, Partner
Email:
Phone:

Know. Act. Resolve

Partners

Colin Grace
Daniel Radman
Peter Ton
Jason Carlson
Jessica Bates
Jessica Cannon
Brenton Schoch

New South Wales

Level 12, 160 Sussex Street
Sydney NSW 2000
PO Box Q112
QVB NSW 1230

PH 02 9284 2700

Victoria

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George Street QLD 4003

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Gold Coast

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Emerald Lakes Town Centre Commercial
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Carrara QLD 4211
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Canberra ACT 2601

PH 02 6243 3652

Western Australia

Level 28, AMP Tower
40 Georges Terrace
Perth WA 6000

PH 08 9288 1870

EM enquiries@gracelawyers.com.au

W www.gracelawyers.com.au

ABN 55 116 196 500

ITEM 5



28 September 2023

Dear Alan,

On behalf of the Principal Body Corporate, I would like to thank you for your tireless efforts in rewriting and finalising the Stage 1 Development Control By-Laws (DCBLs).

The community will undoubtedly benefit from your dedication once the DCBLs have been gazetted and approved by the Minister and will continue to do so into the future.

Kind Regards

A handwritten signature in black ink that reads "Stuart".

Stuart Shakespeare

Chairperson

Sanctuary Cove Principal Body Corporate

ITEM 6

From: [Dale StGeorge](#)
To: [Jodie Cornish](#)
Cc: [Sharyn Fox](#)
Subject: Correspondence to Andrew Rankine
Date: Thursday, 28 September 2023 1:43:43 PM
Attachments: [image001.png](#)

Dear Andrew,

The PBC discussed your concerns at the PBC Executive Committee and General meeting on the 28 September 2023.

Your report and enclosed photographs were discussed at length; however, most Members disputed your material and allegations. In fact, there was high praise for the Facilities Manager and her community consultation and involvement.

The PBC wishes to advise, that it considers due process has been followed and NO further action will be taken.

Kind Regards,

DALE ST GEORGE

Chief Executive Officer

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web stratamax.com.au/Portal/login



SANCTUARY COVE COMMUNITY SERVICES LIMITED | SANCTUARY COVE BODY CORPORATE PTY LTD

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28 September 2023

Mr D & Mrs L Vogt
PO Box 1068
SANCTUARY COVE QLD 4212
Transmission via email:

Dear Derek,

RE: PBC IRRIGATION CONDUIT UNDER DRIVEWAY

The Principal Body Corporate Executive Committee (PBC EC) acknowledge receipt of your correspondence dated 21 August 2023, which was discussed at the PBC EC meeting held Monday, 25 September 2023.

I am pleased to advise that the PBC EC has agreed to the following:

- The irrigation currently installed by the Lot Owner may remain and continue to service the Secondary Thoroughfare at the above property; and
- If the property is sold, the owner must advise the prospective buyer of this approval.

ACKNOWLEDGEMENT

If you agree with the above conditions, please sign and return this document to our office.

Should you have any queries regarding the contents of this letter, please do not hesitate to contact our office directly.

For and on behalf of
Sanctuary Cove Principal Body Corporate

Dale St George
Secretary
Sanctuary Cove Body Corporate Services Pty Ltd

.....
Applicant Name & Signature



28 September 2023

Mr Michael Scott
Transmission via email:

Dear Michael,

RE: APPLICATION FOR 2 TREE REMOVAL – 2029 THE CIRCLE, LOT 106 SCHOTIA ISLAND

We are writing to inform you of the of the decision regarding your recent request to remove two large trees located at the above property, situated on Secondary Thoroughfare, and which are approved trees to be planted within Sanctuary Cove.

After careful consideration and review, The Principal Body Corporate (PBC) has made the decision to deny your request to remove these trees. The decision is based on several factors, including the importance of maintaining the natural beauty and ecological balance of Sanctuary Cove, as well as the collective interest of the community.

Regarding the root concern raised in your email, we will converse with our Facilities team to investigate possible root treatment.

Regards,
For and on behalf of
Sanctuary Cove Principal Body Corporate

Dale St George
Secretary

BANKSIA LAKES BODY CORPORATE GTP 107278

A part of the Sanctuary Cove Resort Community



NOTICE OF BODY CORPORATE UNDER SECTION 24 SANCTUARY COVE RESORT ACT 1985 (AS AMENDED) AND BUILDING UNITS AND GROUP TITLES ACT 1980 (AS AMENDED)

TO: SANCTUARY COVE PRINCIPAL BODY CORPORATE
C/- Sanctuary Cove Body Corporate Services Pty Ltd
P O Box 15
Sanctuary Cove Qld 4212

FROM: BANKSIA LAKES GTP 107278

Take Notice under Section 24(2)(b) of the Sanctuary Cove Resort Act 1985 (as amended) that the BANKSIA LAKES GTP 107278 Body Corporate, appoints as its body corporate nominee, the individual named below to vote, exercise or perform on its behalf any, power, authority, duty or function conferred by or under the Sanctuary Cove Resort Act 1985(as amended) or the Building Units and Group Titles Act 1980 (as amended), of the body corporate.

The full name of the individual authorised as nominee of the body corporate is:

Mr Andrew Charlton Brown

Dated: 1 October 2023

THE COMMON SEAL OF
BANKSIA LAKES GTP 107278
was affixed in the presence of



David Galver (Secretary)

ITEM 10

BUILDING UNITS AND GROUP TITLES ACT 1980
(Section 106)

NOTICE OF HEARING OF APPEAL

To: The Body Corporate for Bauhinia
C/- Sanctuary Cove Body Corporate Services Pty Ltd
PO Box 15
SANCTUARY COVE QLD 4212

Email bauhinia@scove.com.au

RE: ORDER REF NO. 0903-2022 - "BAUHINIA"

A notice of appeal, a copy of which is attached, has been lodged against an order made by a referee on 1 August 2023.

The appeal has been referred to the undermentioned Tribunal for determination.

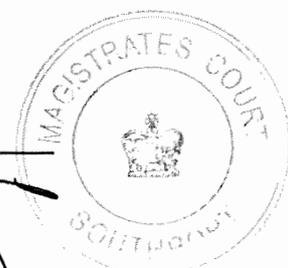
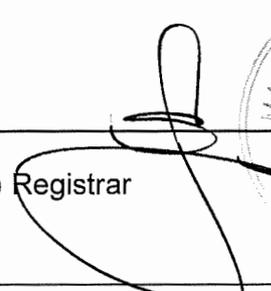
TAKE NOTICE that the appeal is listed for MENTION / ~~HEARING~~ as follows:

Date: Wednesday 22 November 2023
Time: 9.00 am / ~~pm~~

Place: Southport Magistrates Court, Cnr Davenport and Hinze Streets, Southport Qld 4215

DATED at Southport this 4th day of October, 2023

(for) Registrar



NOTE

The person to whom this notice is addressed is entitled to appear before the Tribunal on the hearing of the appeal, or be represented by counsel or a solicitor, or by an agent authorized in writing, who may examine witnesses and address the Tribunal on behalf of that person – refer section 99 Building Units and Group Titles Act 1980.

APPEAL OF DISMISSAL OF FINAL ORDER IN 0903-2022

1. Information required for Appeal

Names and addresses of appellants:

Richard and Margaret Sherman
4634 The Parkway
Sanctuary Cove QLD 4212

Email address: Shermans1969@gmail.com

Lot Number 17 GTP 1701

2. Order Appealed Against: Dismissal of application 0903-2022.

Grounds for the Appeal

3. The grounds for this appeal are that the referee acted unreasonably by dismissing the application for the order.

The Referee did not apply the statutory provisions of BUGTA 50 (2)

- 3.1 The Referee applied a different standard than that in BUGTA Section 50 (2).

BUGTA 50 (2) prevents Bauhinia Body Corporate (Bauhinia) from entering a contract with a body corporate manager which delegates the body corporate duties to another corporation. The Sanctuary Cove Community Services Limited (SCCSL) is the body corporate manager under the 2022 Administration and Management Agreement with Bauhinia.

The Referee invited SCCSL, as an interested party to make submissions. SCCSL in its first submission to the Referee on 12th September, 2022 stated that SCCSL is a holding company that delegates body corporate management functions to Sanctuary

Cove Body Corporate Service Pty. Ltd. (SCBCS). SCBCS is a subsidiary corporation of SCCSL.

- 3.2 The Referee rejected the applicants' use of the disclosure by SCCSL that it is a holding company. The applicants submit that the admission by SCCSL that it is a holding company and delegates the body corporate management services to SCBCS is an admission against interest and is proof that Bauhinia cannot enter the contract with SCCSL.

SCCSL stated to the Referee that:

"(c) SCCSL is wholly owned by the PBC and PTBC in equal shares, established for the purposes of being a holding company for the provision of management services to Sanctuary Cove."

- 3.3 With respect to BUGTA, the referee appears to not specifically address the admission by SCCSL that it is a holding company and delegates its body corporate management responsibilities to SCBCS. BUGTA Section 50 (2) states:

"A body corporate may not, under subsection (1) delegate to a body corporate manager its power to make – (a delegation under that subsection);"

SCCSL states in its submission to the Referee at section 12 that the services are to be provided by two subsidiary corporations of SCCSL: Sanctuary Cove Body Corporate Services Pty. Ltd. (SCBCS) and Sanctuary Cove Security Services Pty. Ltd. (SCSSL). SCCSL informed the Referee that it will not be providing body corporate management services but will be delegating these services to another corporation.

- 3.4 The appellants submit that the Referee does not appear to address this prohibition and SCCSL's admission that SCCSL is a holding company in her decision.
- 3.5 Instead of applying the statutory provision prohibiting Bauhinia from signing the agreement, the Referee appears to have applied a subjective test to SCCSL and its subsidiary SCBCS. The Referee's

test claims that the management style of SCCSL permitted SCCSL's delegation to SCBCS. There is no evidence to support the Referee's claim. Further, BUGTA Section 50 (2) does not permit Bauhinia to examine SCCSL's management style.

Therefore, appellants submit that the Bauhinia Body Corporate (the respondent in 0903-2022), cannot enter into a contract with SCCSL because SCCSL is a holding company and it will delegate the work to be performed to another corporation.

- 3.6 Appellants submit that the purpose of BUGTA Section 50 (2) is to prevent a body corporate manager from insulating itself by delegating the work to be performed to another corporation. In this case the respondent Bauhinia can make no claim against SCBCS because it is not a party to the Administration and Management Agreement with SCCSL.

The Referee did not apply the statutory provisions of BUGTA Sections 46-47.

- 4.1 BUGTA Section 46 defines the meaning of a "restricted matter".

BUGTA Section 46.2 provides that "the decision of the Committee on any matter, other than a restricted matter, shall be the decision of the body corporate."

In other words if it is a restricted matter the body corporate committee cannot approve it. It must be decided at a general meeting of the body corporate.

Further, BUGTA Section 50 (1) requires the appointment of a body corporate manager to be approved at a general meeting of the body corporate. This requirement prevails in relation to the exceptions relating to a restricted matter.

- 4.2 BUGTA Section 47 (2) requires a general meeting of Bauhinia for the purpose of considering the proposed agreement and requires "in respect of work to be performed" at least two tenders to the meeting voting on the proposed agreement.

- 4.3 Missing from Motion 4 was the requirement that at least two tenders be submitted to the Bauhinia Body Corporate Committee prior to the EGM. SCBCS only submitted one tender, that of SCCSL to the Committee. Therefore, it appears that the Referee failed to recognize the tender requirements of BUGTA Section 47.
- 4.4 All the Residential Bodies Corporate except Corymbia Body Corporate only had the SCCSL tender.

Corymbia Body Corporate Committee required and received two tenders for the body corporate management agreement.

Appellants submit that Corymbia Body Corporate recognized that two tenders were required and obtained a tender from a body corporate management firm BC Systems and SCCSL.

Corymbia Body Corporate voted to approve the appointment of BC Systems as its body corporate manager.

(An explanation of Corymbia's decision is included in Section 6 of this appeal. Section 6 addresses the issue that SCCSL is not a cost recovery or not for profit corporation.)

- 4.5 It appears that the Referee's claim that under BUGTA Section 47 (1) "in an emergency authorized by the Referee" was applicable. This provision relates to the Committee of the Body Corporate voting on the SCCSL Agreement. This exception is not applicable as the Bauhinia Body Corporate Motion 4 was placed on the Bauhinia Agenda pursuant to BUGTA Section 50 (2).
- 4.6 The Referee appears to state in her decision at Paragraph 96 that if the Bauhinia Body Corporate approves a Motion, two tenders are not required. The Bauhinia Committee never received a second tender. SCBCS never provided a second tender to either the Bauhinia Committee nor the Bauhinia Body Corporate at the Bauhinia General Meeting.

The Referee incorrectly determined that SCCSL is a lawful corporation.

- 5.1 SCCSL was created in 2006 by the PBC CEO as a condition of her employment. Subsequently, SC PBC Pty Ltd. shares were transferred to the PBC and PTBC. That corporation was renamed SCCSL in October 2006.

From 2006 to the present time the Sanctuary Cove Principal Body Corporate (PBC) and the Sanctuary Cove Primary Thoroughfare Body Corporate (PTBC) continue to each own 50% of the outstanding shares of SCCSL and continue to appoint the Board of Directors of SCCSL. The 1985 SCRA stated that the Queensland Companies Act did not apply to the PBC or PTBC. Thus the PBC and PTBC have always been prohibited from using the Companies/Corporation Act.

- 5.2 The SCRA Section 23 (5) and 66 (3) state:

"The Corporations Act does not apply to or in respect of the Principal Body Corporate."

"The Corporations Act does not apply to or in respect of the Primary Thoroughfare Body Corporate."

- 5.3 The Corporations Act, which is an Act by the Commonwealth of Australia as Section 5 F permits the states in Australia to exclude organizations and persons from that Act. Without Corporations Act Section 5 F, Queensland could not exclude bodies corporate.
- 5.4 Queensland has excluded all bodies corporate under BUGTA, the BCCM Act and SCRA from applying the Corporations Act.
- 5.5 Therefore, the exclusions contained in the SCRA were authorized and implemented by the State of Queensland.

- 5.6 Instead of applying the exclusions in the SCRA to SCCSL, The Referee in her decision at Paragraphs [61] states:

"the applicants have not substantiated a legal basis for concluding that SCCSL was not validly created or constituted."

- 5.7 Appellants submit that the legitimate operation of a corporation is premised upon both the officeholders and the shareholders being subject to the Corporations Act. Pursuant to Section 23 (5) and Sections 66 (3) of the SCRA the Corporations Act does not apply to or in respect of the PBC or the PTBC. Therefore, the creation and continuing operation by the PBC and PTBC of SCCSL is unlawful.
- 5.8 In light of the foregoing, appellants submit that SCCSL is an unlawful corporation. Further, appellants submit that Bauhinia Body Corporate cannot sign an agreement with SCCSL because it is an unlawful corporation.
- 5.9 The Referee at Paragraph 64 of her decision appears to claim that she has no authority to interpret Section 5 F of the Corporations Act.

Appellants submit that the Referee in order to interpret SCRA Sections 23 (5) and 66 (3) needs to cite some authority in the Corporations Act which allows the states to support her interpretation. Appellants submit that the Corporations Act does not authorize the Referee's interpretation of SCRA Sections 23 (5) and 66 (3).

The alleged "cost recovery and not-for-profit" status of SCCSL

- 6.1 Appellants submit that SCCSL has not provided evidence that it is being operated as a "cost recovery", "not-for-profit" corporation.
- 6.2 Therefore, Bauhinia Committee, of which Mr. and Mrs. Sherman are members, sought information from SCCSL in respect of its status as a "cost recovery" corporation.

The basis for the Bauhinia Committee's authorizing Mr. Sherman to write to the PBC Chair who was a director of SCCSL seeking

information was the 2007 Administration and Management Agreement, Schedule 3 entitled Management Services. Paragraph Y requires SCCSL to provide information and material in respect of the costs and expenses and allocation of costs relating to the provision of services. The 2007 Agreement was in force in August 2022.

6.3 The response from SCCSL was that SCCSL is not registered as a not-for-profit company and does not use the accounting standards applicable to not-for-profit companies.

6.4 The following information was provided with respect to SCCSLs profits.

For the years 2019 to 2021 the SCCSL profit was \$446,492. SCCSL distributed to the PBC \$183,082. The amount received by the PTBC was not disclosed. A small amount of money was distributed to the RBCs, that total amount was not disclosed.

The basis for distribution to the PBC and PTBC is not disclosed. However, there can be no doubt that SCCSL is in the business of making a profit, thus it is not a "cost recovery" corporation.

On behalf of the Bauhinia Committee, Mr. Sherman requested the salary of the CEO of SCCSL. The reason for this request is Schedule 1 of the proposed 2022 Agreement specifies that the hourly rate for the CEO is \$350 per hour, for Senior Managers \$250 per hour and for Managers \$150. On an annual basis the CEO rate is approximately \$700,000. For SCCSL Senior Managers the annual rate is approximately \$500,000 and for Managers the annual rate is \$250,000.

These salaries appear to greatly exceed the costs for a "cost recovery" corporation in Queensland.

6.5 In the SCCSL explanation there was a statement to the effect that these weren't the actual rates paid. The CEO stated that his salary is not \$700,000. This information highlights that the rates in Schedule 1 of the Agreement are not "cost recovery" and result in SCCSL being a for profit corporation.

Support for this view is that SCCSL pays significant bonuses to its managers and returns some profits to the shareholders. Therefore, the claim that SCCSL operates on the basis of a "cost recovery" system is not supported by the evidence provided by SCCSL.

- 6.6 Corymbia Body Corporate Committee in its decision not to contract with SCCSL provided additional reasons with respect to its motion to appoint a body corporate manager.

"The Committee considered the terms of their contract to be unsuitable because:

- (a) the term of appointment (allowing for rights of extension) was 9 years*
- (b) the cost of the services would be:*
- (i) the actual cost incurred for all things done by the Manager for Corymbia pursuant to the terms of the agreement; and*
- (ii) a pro-rata proportion of all costs, charges, expenses, and overheads incurred by the Manager (including costs incurred by Sanctuary Cove Community Services Limited or any of its wholly owned subsidiaries), in performing or procuring the performance of the duties or services."*

In plain English the cost of a 9 year contract is unknowable and the cost based on the SCCSL contract is open ended.

- 6.7 Based on information provided to the appellants by the Chair of the Corymbia Body Corporate, Corymbia has calculated that it will save over \$4,000 in the first year of its contract with BC Systems by not signing the SCCSL contract.

Corymbia Body Corporate consists of 37 lots which is approximately 1/3 that of Bauhinia Body Corporate. Upscaling the Corymbia savings for Bauhinia would be over \$12,000 in the first year. Over the life of Bauhinia's 9 year agreement with SCCSL the savings would be over \$100,000.

Appellants submit that BC Systems is a for profit Body Corporate Manager whereas SCCSL claims to be a cost recovery corporation. In other words it appears that SCCSL is not accountable to Bauhinia and the other RBCs for its charges.

The Bauhinia Purchasing Policy

- 7.1 The Purchasing policy, which was prepared by SCBCS, was submitted to all RBCs at their February 2022 general meetings. Bauhinia approved this policy in February, 2022.

Appellants submit that this approved Purchasing Policy proposed by SCBCS was in addition to BUGTA at Section 47 (2) and not in conflict with it.

The Purchasing Policy requires at least two tenders for all contracts over \$1,500. The rationale put forward by SCBCS to Bauhinia Body Corporate was that this provided additional protections and was not in conflict with BUGTA Section 47 (2).

- 7.2 The Referee appears to state the applicants had not proved that the Bauhinia Purchasing Policy should apply. Appellants submit that the additional protection afforded by the Bauhinia Purchasing Policy is prophylactic, as is the BUGTA Policy at Section 47 (2).

Conclusion

The Bauhinia Body Corporate Committee consists of volunteers who are elected by the voting members of Bauhinia. With regard to the 2022 Administration and Management Agreement, at that time the Bauhinia Secretary and Treasurer were appointed by SCBCS and were employees of SCBCS.

The Bauhinia Body Corporate and its other Committee members are volunteers without knowledge of body corporate legislation and therefore relied on SCBCS to provide that knowledge and judgement.

The SCRA at Schedule 5 creates a Code of Conduct for body corporate managers in Sanctuary Cove, which includes knowledge of the SCRA. Further, the SCRA incorporates many provisions of BUGTA and mirrors many other BUGTA provisions.

Appellants submit that in this appeal there are numerous examples of the failure of SCCSL, and its subsidiary SCBCS, to meet the requirement of knowledge and judgement with respect to its duties as a body corporate manager.

In the case of Bauhinia's Motion 4 it appears SCBCS had a conflict of interest and acted in SCCSL's interest by only providing the SCCSL agreement to the Committee and the Body Corporate.

Turning to the policy advice with respect to the Bauhinia Purchasing Policy, the Referee in her decision appears to states that the Bauhinia Purchasing Policy does not apply. Appellants submit that SCBCS prepared and provided advice that that policy should be approved by the Bauhinia Body Corporate. Based on the Referee's decision regarding the Bauhinia Purchasing Policy this demonstrates SCCSL's and SCBCS's lack of body corporate knowledge and judgement.

The appellants submit that SCCSL and SCBCS, as the body corporate manager, failed to inform Bauhinia with respect to the application of the legislation related to the issues in this appeal as required by the Code of Conduct in SCRA for body corporate managers.

In addition to deciding the matters raised in this appeal in favour of the appellants, appellants submit that SCCSL not be permitted to continue as a body corporate manager for Bauhinia.

We believe the information given in this appeal to be true.



Richard Sherman

Dated: August 8th, 2023



Margaret Sherman

Dated: August 8th, 2023

ITEM 11

04 Oct 2023

Wayne Steer
7130 Marine Drive East
Hope Island Qld 4121
Lot 86

**Sanctuary Cove Principal Body Corporate
PO Box 15
SANCTUARY COVE QLD 4212**

Dear Committee,

Re: Marine Drive East - Melaleuca (Paperbark) Trees

I write this letter to bring attention to the committee, how annoying, invasive and damaging the Melaleuca Trees are along Marine Drive East and consequently, make a request for the tree's removal.

There are thirty Melaleuca trees in Plumeria Park with a further fourteen between the park and the Cul-De-Sac. The mature trees drop leaves in large volumes. The leaves completely cover the newly laid grass in the park and on residents' verges, gutters, pools and inside garages. No point having the park if grass cannot grow. The leaf covered footpaths through the park present a trip hazard with lifting pavers from invasive tree roots. The pollen released from the trees is fine and finds its way into everything. Leaf removal management requires regular daily maintenance by the homeowner. This is both annoying and frustrating and can easily be fixed if you would act. I would happily pay to remove the 3 or 4 trees opposite my house.

The trees are problematic, and in my opinion, do not belong in a suburban street, particularly so close to the roadway. The volume of leaves within the park, on the road and in residents front yards detract from street's attractiveness. Residents and neighbours, I have spoken with would appreciate it if the PBC consider removal and replacement of the trees with a less invasive species or better still nothing at all.

I cannot imagine this is the first complaint you have received regarding this issue and fully expect nothing to happen, I want you to know how much grief these trees are giving residents, especially me. Stop wasting our money with the road sweeper as it drives up the street its chassis hits the tree canopy and we are back to a street full of leaves, a completely fruitless exercise.

Yours Sincerely



Wayne Steer
7130 Marine Drive East
Hope Island
QLD 4212

ITEM 12

Our Ref: 0252-2023



Department of
Justice and Attorney-General

6 October 2023

Sanctuary Cove Principal Body Corporate
Email abc@scove.com.au

Dear Sir/Madam

RE: APPLICATION REF NO. 0252-2023
“SANCTUARY COVE PRINCIPAL BODY CORPORATE”

I refer to my investigation of the above application and to recent correspondence.

As requested in your email of 4 October 2023, I will extend the time for the applicant to respond to my letter of 21 September to **20 October**.

Please ensure that you provide a copy of your response and any other correspondence on the matter to the respondents.

Yours sincerely

A handwritten signature in blue ink, appearing to read "Ingrid Rosemann".

Ingrid Rosemann
Referee

cc. Mr David & Mrs Carolyn Waller

ITEM 13

From: [Judi Young](#)
To: [PBC](#)
Cc: [Pete](#)
Subject: Fwd: Important Correspondence regarding Florida Rooms
Date: Friday, 13 October 2023 8:09:12 AM
Attachments: [image001.png](#)
[Florida Enclosures letter.pdf](#)

Good morning

Further to your correspondence dated 14 August 2023 to owners who had been identified as having “non compliant” Florida rooms, we are seeking an update on decisions made (if any) rectification & costs involved.

After receiving your correspondence, we engaged Sun Coast Outdoor Living to provide an assessment and quote. They came to our residence, assessed and measured up on what needed to be done to make our Florida Room compliant. They advised they’d communicate their findings to you after they’d visited other affected owners. We also advised them we were going away for most of September. We assumed we’d be informed by you what our next step would be, given the progress of the paintwork/tiling is now making tracks with our place (Block G) looking like it will commence next month. We’re now back home & we’ve heard nothing from Sun Coast Outdoor Living or any further update from you regarding what we need to do before work starts on our place (5031 St Andrew’s Terrace).

We now understand that the PBC has received legal advice on this matter.

Could you please advise what has been decided in regard to rectification & who is responsible for the cost of such work, given our room was approved by the SCBC several years ago?

Kind Regards
Judi Young
Peter Bath

Sent from my iPad

Begin forwarded message:

From: Peter Bath
Date: 13 October 2023 at 07:39:39 AEST
To: Judi Young
Subject: Fwd: Important Correspondence regarding Florida Rooms

Sent from my iPad

Begin forwarded message:

From: PBC <pbcc@scove.com.au>
Date: 15 August 2023 at 08:26:46 AEST
Cc: Dale StGeorge, Jodie Cornish <

Subject: RE: Important Correspondence regarding Florida Rooms

Good Morning, Residents,

Please see attached correspondence from the PBC regarding important information relating to your Florida Enclosure during the painting project completion.

Kind Regards,

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web stratamax.com.au/Portal/login



BODY CORPORATE
Sanctuary Cove

SANCTUARY COVE COMMUNITY SERVICES LIMITED | SANCTUARY COVE BODY CORPORATE PTY LTD

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CORRESPONDENCE FOR ACTION

ITEM 1

From: J Goltman

Sent: Thursday, October 5, 2023 10:13 AM

To: PBC <psc@scove.com.au>

Subject: Request for overnight parking relaxation

Subject: Request for Temporary Parking Relaxation

Dear Sanctuary Cove Body Corporate,

I hope this letter finds you in good health. I am writing to express a concern that has been affecting our residence, particularly in relation to parking facilities within the Sanctuary Cove community.

Over the past few months, my family and I have been facing a challenge with parking space availability during the evening hours. We understand and appreciate the existing rules and regulations regarding parking within the community; however, we believe that there is an opportunity to address this issue in a way that benefits all residents.

We have noticed that there are several unused parking bays located within safe walking distance from our dwelling. These parking spaces remain vacant during the evening hours, and we believe that utilizing them during this time could alleviate the parking shortage issue we face. We have conducted surveys and spoken with several of our neighbours who have expressed similar concerns and support for such a solution.

In light of this, we kindly request that the Sanctuary Cove Body Corporate consider relaxing the existing parking rules temporarily to allow us permission to park one vehicle in the vacant parking bays from 8:00 PM to 6:00 AM. We understand the importance of adhering to rules and guidelines within our community and want to assure you that we will strictly adhere to the specified hours and guidelines for parking in these vacant spaces.

We believe that this temporary arrangement will not only alleviate the parking congestion in our community but also ensure that residents like us have a convenient and practical solution for our parking needs during the evening hours.

We greatly appreciate your attention to this matter and kindly request that you consider our proposal. We believe that this small adjustment can significantly improve the quality of life for many residents within the Sanctuary Cove community.

If needed, we are willing to discuss this matter further and collaborate with the Body Corporate to find a suitable solution that meets the needs and concerns of all residents.

Thank you for your time and consideration. We look forward to your response and hope for your support in resolving this parking issue.

Sincerely,

Steven Goltman

Australian Fitness Supplies General Manager

ITEM 2

From: [Heather James](#)
To: [PBC](#)
Subject: Fwd: Unapproved Screening - 2026 The Circle, Sanctuary Cove
Date: Thursday, 5 October 2023 1:47:42 PM

Please find included my recent email to Caitlin regarding the unauthorised screening of the boundary fence between ourselves at 2024 and neighbouring house 2026. We were assured they would have to remove the fencing after planting 2 extra trees which cost us \$700 above the cost of our APPROVED renovation was completed. Caitlin has pictures of said fence from our view. As you can see by our letter to Caitlin we are very upset to now be told otherwise. I might also mention that no one has suggested they plant their own screening hedge. We actually feel they should have paid for our 2 extra plants. Not once has any one suggested it was their responsibility to create their own legally obtained screening. We wish this matter to be tabled at your next meeting. Regards Heather and Leon James

Sent from my iPhone
Heather James

Begin forwarded message:

From: Heather James
Date: 3 October 2023 at 3:33:18 pm AEST
To: Compliance <compliance@scove.com.au>
Subject: Re: Unapproved Screening - 2026 The Circle, Sanctuary Cove

Hi Caitlin, To say we are disappointed is an understatement. So bloody angry I can't see straight. This is completely unacceptable and so wrong on so many levels.

What is the point of having a BC and bylaws if people can blatantly ignore them and get away with it. We did all the correct things re applications approvals and 8 k deposit and \$700 extra for 2 palm trees requested for our 250 k upgrade only to have that eyesore erected on our fence line. I'm sick of hearing about their privacy. It's not like we have set up a table and chairs there and are peering into their backyard. If I wanted to do that I could be doing it all day long from my bedroom balcony. It seems you can flout all the bylaws and not a thing happens. They have not applied for ANY approvals for landscaping fencing or their lounge extension and no repercussions. We wish to make a formal complaint. We are not prepared to wait 6 to 12 months. I'm not even close to confident that they will remove them. It's simply not good enough. I'm sure if it was out the front for everyone to see we would not be having this conversation. How do we escalate and challenge this decision. We are not prepared to accept this outcome!!!!

Sent from my iPhone
Heather James

On 29 Sep 2023, at 3:58 pm, Compliance
<compliance@scove.com.au> wrote:

Good Afternoon Leon and Heather,

Please see attached correspondence for your consideration.

Should you have any further queries, please feel free to contact our office.

Kind Regards,

CAITLIN SEALEY

Building Approvals Manager

Direct 07 5500 3316 |

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web stratamax.com.au/Portal/login

<image001.png>

SANCTUARY COVE COMMUNITY SERVICES LIMITED | SANCTUARY COVE BODY CORPORATE PTY LTD

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<20230928 2024 Schotia Island Unapproved Screening Update.pdf>

From: [Roger Hinves](#)
To: [PBC](#)
Subject: Screening 2026
Date: Monday, 9 October 2023 8:49:35 PM
Attachments: [Roger and Mary Hinves.pdf](#)

Dear Chairman and Committee,

We have received a communication today relating to the screening of our property and that of 2024.

We are completely in agreement with the solution outlined in the letter we received from Mr Dale St George and responded in a positive manner.

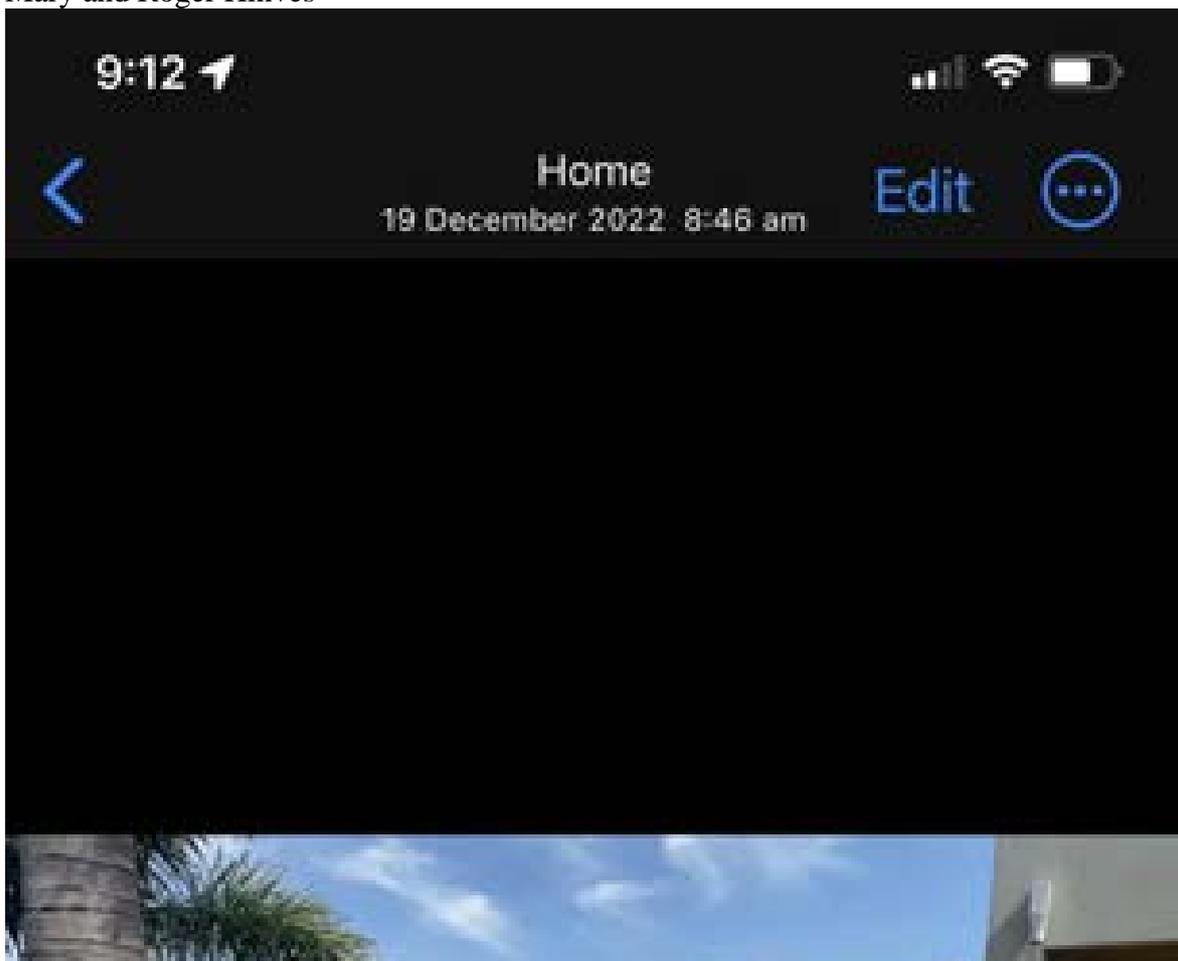
We refer to our letter dated 7/6/2023 (see attached) which explained our action related to the need for urgent action. This was due to a serious breach of lack of privacy. We referred to the Body Corporate By-Law 1.4(d) which states that “the owners have to provide appropriate level of privacy for surrounding lots....”

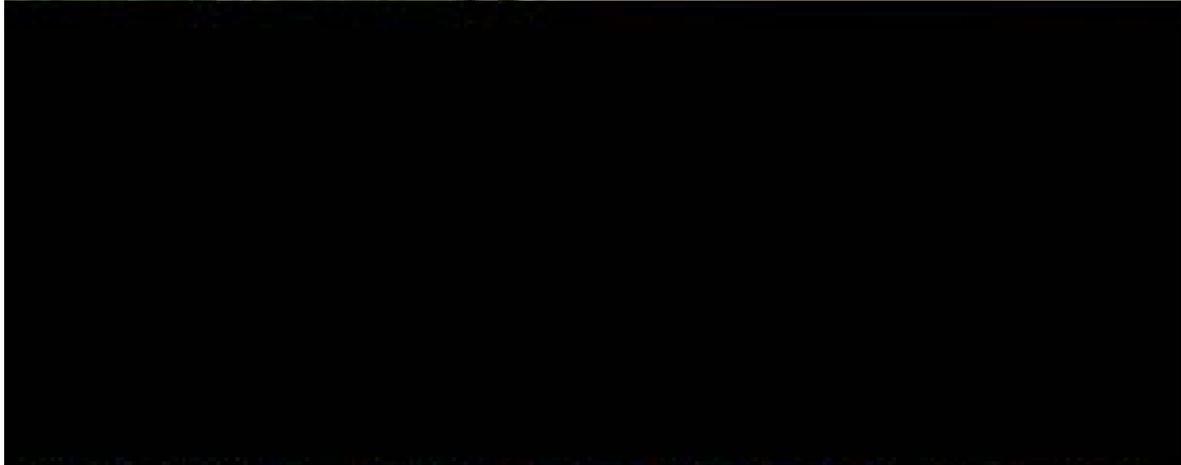
The photos you have on file (see attached) adequately show the intrusion of our appropriate level of privacy.

Although there were screens proposed there was no assurance that they would be erected in time for our family’s arrival over the Christmas break. On behalf of both parties we installed screens at our swimming pool as their deck abutted to our swimming pool and our entertaining area.

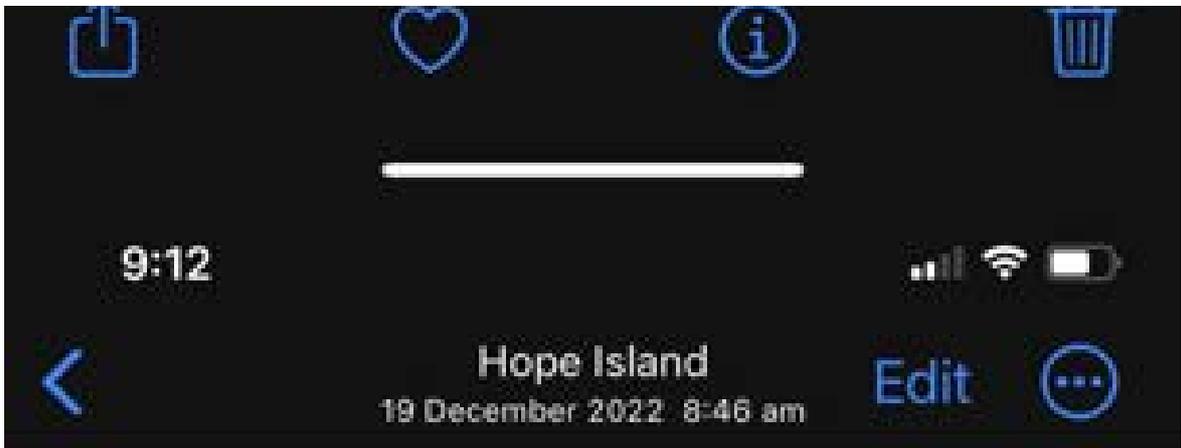
We respectfully ask that the solution proposed stand.

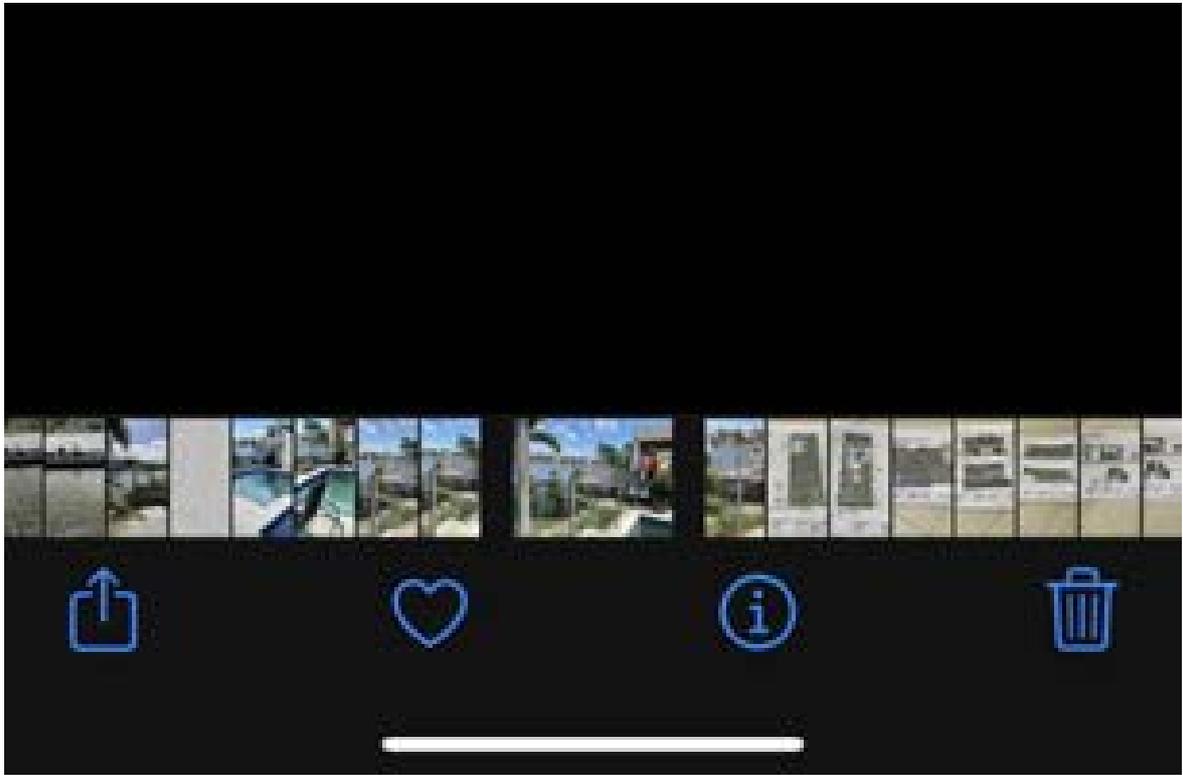
Sincerely
Mary and Roger Hinves











Ruger and Mary Hives

Belinda Laurie
Building Approvals Manager
Sanctuary Cove Community
Services Limited
1 Masthead Way,
Sanctuary Cove QLD 4121
Dear Belinda

Thank you for your time discussing the screening of Northern side between our property 2026 and 2024.

I refer to our previous correspondence on 9th January to the Body Corporate detailing a deviation from approved plans of the deck that's been constructed in 2024 which impacted on our privacy. (We have photos of tradesmen standing on deck which abuts our pool)

This was exacerbated by a Body Corporate decision which allowed the deck to be built closer to us than was originally approved. This was extremely disappointing as we had gone to serious costs to alleviate the lack of privacy whereas our neighbour had no interest in aiding a solution to this problem. We on the other hand did the following:

- a) Placed 2 white powder coated open work screens to protect our privacy whilst in the pool.
- b) Purchased and planted 4 x 178cm trees along the line between our properties. Note: these trees were far short of the base of their patio.
- c) Bought 2 large ceramic pots and planted mature bougainvillea to assist in the screening of the pool.

These items cost in excess of \$9,000.

As there was still a gap in our privacy, we solved this issue by installing the screens you have requested we remove. These screens have somewhat given privacy however when people are standing on the deck, they can still peer into our garden which happened last time they were entertaining. We are anticipating in the long-term that the trees will provide the required privacy once they have matured.

On a personal front my husband is approaching 88 years in July and has significant medical problems. He sits in the garden every day. He is immobile and on continuous oxygen. The disturbance and stress which this invasion of his privacy is having a big impact on his quality of life.

The attitude of our neighbour is reflected in their comment to me - "it is our house, and we can do with it what we want" is very upsetting for husband including affecting his ability to sleep.

I have several photos taken at various stages which clearly demonstrate their inaction in resolving an extreme lack of privacy. We provided all of the solutions albeit expensive. Their screening which again does not comply with the plan is to put in small plants which will take years to mature! We ask for a re-evaluation regarding adequate privacy screening and await a meeting to demonstrate what we have experienced for months or and if necessary, a meeting at your office with all of the photos.

I refer the by-law 1.4(d) which states –

(d) to provide the appropriate level of privacy for the surrounding Lots through considered placement of windows, doors, decks, screens, fences, plantings and screens.

Given the privacy issues we are experiencing, can you confirm whether any condition was applied to the approval of 2024's deck, or any subsequent instruction since that approval, that conforms to the requirements of by-law 1.4(d).

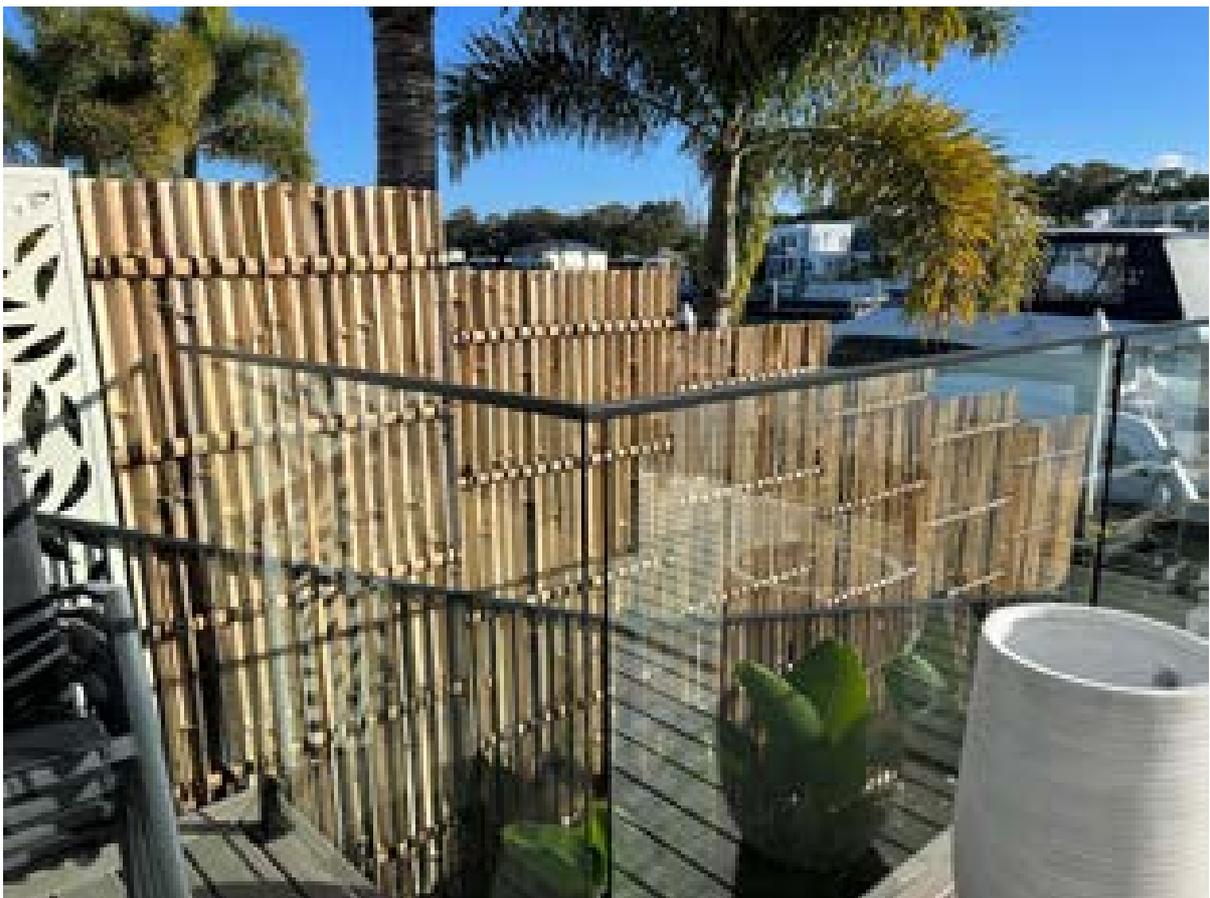
Roger & Mary Hives

lof1

7/06/2023,5:01 PM

From: [\[redacted\]](#)
To: [redacted]
Subject: [redacted]
Date: Thursday, 5 October 2023 1:52:45 PM

Pics of unauthorised bamboo fencing for your personal. Would you like to be looking at this? We spent 250 k on our upgrades out the back of our property. All approved.





Sent from my iPhone

Heather James

ITEM 3

From: paul debnam

Sent: Saturday, October 7, 2023 5:25 PM

To: enquiries <enquiries@scove.com.au>

Subject: Builder Generated Airborne Dust Particles

Dear Chairman, Principal Sanctuary Cove Body Corporate,

I write to you to express my concerns with the builders who utilise crusher dust as a general fill material in the construction of new homes. My concerns are that the builders utilising this product, generally are unaware of the reasons or the need to safely and effectively manage this product on site. It is irresponsible to ignore the dangers that the crusher dust poses to the community from a health and/ or an environmental hazard perspective when incorrectly handled. However, in the absence of any policing of recognised WH&S, standards and codes, the result is that we are all too often being subjected to excessive levels of airborne dust over which individually we have no control. This is an unacceptable situation particularly when consideration is given to the significant and increased risks to the health and welfare of us all, particularly those with respiratory ailments.

The crusher dust, as it is commonly called, is an unwanted by product, usually generated from aggregate crushing activities. The fines so generated are usually too fine to be blended into the final product and subsequently become waste. The cheapness of this material makes it a common source of general fill material, but most consumers are unaware of the dangers this material presents if not handled responsibly. Typically, the particle size comprising much of this material is equivalent to cement or finer, and as such becomes airborne very easily, particularly in dry and windy conditions. Even when left undisturbed and exposed, stockpiles can be easily eroded in the lightest of winds if allowed to dry out. Although far from perfect, the recognised manner of stabilising this material is to maintain its moisture with the use of a suitable sprinkler system. The moisture also facilitates the compaction process provided the optimum moisture content of the material is not exceeded. These techniques are industry recognised as acceptable prudent ways by which this material can be better managed with the minimum of health and environmental hazard and risk.

My wife and I live at 1825 Pinehurst Drive, an area with significant building activity close by. We acknowledge that some inconvenience is to be expected with this level of local building activity happening around us. However, all too often examples of excessive dust generation by irresponsible builders refusing to address their problem is evident. Such an occurrence happened yesterday when the builder in question, when confronted about the airborne dust refused to address the problem. The builder had several loads of crusher dust delivered during the day and the previous day. There was very little moisture in each of the consignments delivered and with no sprinkler system on site the result was excessive dust being generated. The matter was reported to Security with a similar outcome in that the builder's response was the same, refusing to acknowledge any responsibility or accountability. A video recording of the event taken over several minutes clearly demonstrates the nature of the problem. This had been happening over the two days of general filling activity carried out by the builder, prior to being approached. However, the video fails show the full extent of the dust problem because much of the dust is too small to be seen by the human eye. Unfortunately, the video file of the event is too large to be included in this email, but I am happy to provide a copy for your records. It is fair to say that this builder alone should not be singled out as the only offender, similar examples of stockpiles left uncovered and/ or excess material not disposed of responsibly are evident on several of the construction sites in this area.

It is not in anyone's interest that this situation is allowed to continue unchallenged. We request that some affirmative action is taken by the Principal Body Corporate to address this problem because most builders are ignoring the dangers.

Kind regards, Paul Debnam

ITEM 4

From: Richard and Margaret Sherman

Sent: Wednesday, June 28, 2023 2:45 PM

To: Dale StGeorge ; Jodie Cornish

Caroline Tolmie ; Robert & Janice Buttner

Subject: Boat moored at 4638

My husband and I live at 4634 The Parkway.

In regards to the motor vessel moored at 4638 The Parkway, we have absolutely no concerns or objections.

Previously, the boat named Enigma moored at 4636 extended beyond the jetty. See attached photo. We did not raise objections.

However, we do have a problem with the cameras installed at 4636 which we understand look into our property. In our view we are entitled to privacy. We believe those cameras at 4636 are an invasion of our privacy. Would you please take action to deal with this problem.

Also is the flagpole which was installed by Mr. Leslie close to our boundary permitted? We note that the flagpole has been installed for approximately 12 years and we have never seen it fly a flag. Therefore, we question what is the legitimate purpose for installing a flagpole.

Regards

Margaret and Richard Sherman

From: Richard and Margaret Sherman
Sent: Tuesday, October 10, 2023 5:42 PM
To: Dale StGeorge ; Jodie Cornish
; Caroline Tolmie ; Stuart Shakespeare
Subject: Action please

On June 28th, I wrote to you asking you to please arrange for the removal of the cameras at 4636 which are invading my privacy.

I have heard nothing from you. I have since ascertained that the cameras are Eufy 120 degree cameras.

Also I complained about the unauthorized flagpole at 4636. This flagpole was installed by Mr. Leslie close to our boundary. We note that the flagpole has been installed for approximately 12 years and has never flown a flag. Therefore, we question what is the legitimate purpose for installing a flagpole. Please consider that it is not approved under the Sanctuary Cove Resort Act., the DCBLs or the RZABLs. In my opinion it is an eyesore and it has never been used for its intended purpose.

Regards

Margaret and Richard Sherman

ITEM 5

From: Max Leslie
Sent: Friday, October 13, 2023 9:06 AM
To: Dale StGeorge
Cc: Stuart Shakespeare ; [Max Leslie](#) **Subject:** PBC MInutes revision

Dale

I write to you in your capacity as PBC Secretary.

I refer to the minutes of the PBC Extraordinary General Meeting dated 28 September 2023 and circulated to residents on 12 October. There is an error in these minutes that I urgently seek to have remedied and publicly corrected.

Specifically I refer to Item 7 (111) Business Arising. I note the third sentence. "Unfortunately, the PBC is dragged into this unwilling to respond. (sic). Every effort is made to mitigate the level of legal expenditure by trying to work with both parties to resolve their differences..."

I do not seek to resolve any "differences" with our neighbours. I seek compliance, not argument.

My issue, which has now continued for some years, is the PBC's inability, or unwillingness to ensure compliance and promote civil co-operation. My only request is that the Buttners comply with the Approved Plans, representations made by both them and the PBC to the Supreme Court, relevant DCBLs and RZBLs. Nothing more, nothing less, just compliance.

My request is consistent with the correspondence from Grace Lawyers to Mahoneys dated 22 September 2023.

I respectfully request that the relevant paragraph is revised and re-circulated to reflect the continuing non-compliance by the Buttners.

In respect of the Grace Lawyers correspondence, I note 21 days has now elapsed. It appears that none of the non-compliances identified in the letter have been remedied within the 21 day period allowed. Please advise when the PBC will take action to ensure remediation and compliance.

Max Leslie



16 October 2023

Dear Max,

The Chair's response to your email is that the comment he made was in context to a broader discussion about the PBC's overall legal expenditures and its objective of trying to mitigate these expenses.

In that context the Chair believes the minutes are accurate, however, as you are aware Dale St. George and the Executive Committee (on behalf of the PBC) are directly involved with your matter with the Buttners, so your email will be tabled at its next meeting for consideration on 23 October.

Kind Regards

For and on behalf of

Sanctuary Cove Principal Body Corporate

A handwritten signature in black ink, appearing to read "Dale St George".

Dale St George

Secretary