



*Sanctuary Cove resort Act 1985
Section 27
Buildings Units and Group Titles Act 1980
Building Units and Group Titles Regulations 1998*

NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE SANCTUARY COVE PRINCIPAL BODY CORPORATE 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
29 Aug 2024 at 11:00 AM**

A proxy form and a voting paper have been included to give you the opportunity to be represented at the meeting. Please read the attached General Instructions, to ensure that all documents are completed correctly as failure to do so may jeopardise your entitlement to vote.

INDEX OF DOCUMENTS

- 1. NOTICE AND AGENDA OF MEETING**
- 2. INSTRUCTIONS FOR VOTING**
- 3. VOTING (MOTIONS FROM AGENDA)**
- 4. PROXY FORM**

The following agenda sets out the substance of the motions to be considered at the meeting. The full text of each motion is set out in the accompanying Voting Paper. An explanatory note by the owner proposing a motion may accompany the agenda.

Please take the time to complete and return the voting paper to the reply address below or submit a valid proxy to the PBC Secretary prior to the meeting.

Sanctuary Cove Body Corporate Services Pty Ltd, for the Secretary

Reply To PO Box 15, Sanctuary Cove QLD, 4212
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NOTICE OF THE EXTRAORDINARY GENERAL MEETING OF THE Sanctuary Cove Principal Body Corporate 202

**Notice of business to be dealt with at the
EXTRAORDINARY GENERAL MEETING of the Sanctuary
Cove Principal Body Corporate GTP 202, to be held at
Meeting Room 1, Sanctuary Cove Body Corporate Services, Shop 1A, Building 1, Masthead Way,
Sanctuary Cove, QLD, 4212 on
29 Aug 2024 at 11:00 AM**

To avoid delaying commencement of the meeting, it would be appreciated if proxies and voting papers could be received by this office at least 24 hours prior to the meeting. However, proxies and voting papers will be accepted prior to the commencement of the meeting.

AGENDA

1. Attendance record including admittance of proxies and voting papers
2. Quorum
3. Financial status of RBC's
4. Recording of the meeting
5. Motions
 1. Approval of PBC EGM Minutes 25th July 2024
 2. Approval of PBC Landscaping Contract
 3. Approval of PBC Street Sweeping Contract
 4. Approval of PBC Waste and Recycling Contract
 5. Approval of PTBC Landscaping Contract
 6. Approval of PTBC Street Sweeping Contract
 7. Approval for Claim for Monies owed for Lot 8 - Tristania
 8. Approval for Claim for Monies owed for Lot 4 - Woodsia
 9. Approval of expenditure for the engagement of Smartstone for the replacement of road pavers
 10. Application for Referee's order against Lot 75 for compliance of repair and maintenance
 11. Approval for 1 year extension of the FTTH Network Management Agreement Contract held by OptiComm

6. Correspondence for Information

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	11 August 2024	PBC Chairperson	Mulpha	Village gate project and Harbour One
2.	13 August 2024	PBC Secretary	MBA Lawyers	S56
3.	13 August 2024	MBA Lawyers	PBC Secretary	S56
4.	16 August 2024	PBC Chairperson	PTBC Chairperson	Notice of Dispute

5.	21 August 2024	Australian WPGA Championship GC	SC Residents	2025 Australian WPGA Championship
6.	21 August 2024	SCCSL Board	PBC	SCCSL Board Update
7.	22 August 2024	Councillor Naomi Fowler	CEO DSTG	Edgecliff Drive & Sickle Ave Traffic Light Request

7. Correspondence for Action

For noting of the PBC and the PBC EC

No	Date	From	To	Regarding
1.	20 August 2024	SCCSL	PBC	A specialist IT network & telecoms consultant to advise on how to proceed with FTTH

8. Business Arising

- 8.1 Asset Improvement Programme Update
- 8.2 WPGA Championship
- 8.3 Village update from MSCD
- 8.4 PBC Motions –September 2024
- 8.5 Next meeting to be held 26th September 2024

9. Closure of Meeting

GENERAL INSTRUCTIONS EXTRAORDINARY GENERAL MEETING NOTICE

INTERPRETATIONS

Section 39 of the *Sanctuary Cove Resort Act 1985* sets out the following interpretations for:

VOTING RIGHTS Any powers of voting conferred by or under this part may be exercised:

- (a) in the case of a proprietor who is an infant-by the proprietor's guardian;
- (b) in the case of a proprietor who is for any reason unable to control the proprietor's property by the person who for the time being is authorised by law to control that property;
- (c) in the case of a proprietor which is a body corporate-by the person nominated pursuant to section 38 by that body corporate.

Part 3, Section 22 of the *Sanctuary Cove Resort Act 1985*, sets out the following interpretation for:

SPECIAL RESOLUTION

'Special Resolution' means a resolution, which is:

- (a) passed at a duly convened general meeting of the principal body corporate by the members whose lots (whether initial lots, secondary lots, group title lots or building unit lots) have an aggregate lot entitlement of not less than 75% of the aggregate of all lot entitlements recorded in the principal body corporate roll.

Part 3, Division 2B, 47D of the *Sanctuary Cove Resort Act 1985*, sets out the following for proxies for General meetings of the Principal Body Corporate:

APPOINTMENT OF PROXY

- (a) must be in approved form; and
- (b) must be in the English language; and
- (c) cannot be irrevocable; and
- (d) cannot be transferred by the holder of the proxy to a third person; and
- (e) lapses at the end of the principal body corporate's financial year or at the end of a shorter period stated in the proxy; and
- (f) may be given by any person who has the right to vote at a general meeting; and
- (g) subject to the limitations contained in this division, may be given to any individual; and
- (h) must appoint a named individual.

VOTING PAPER

Extraordinary General Meeting for the Sanctuary Cove Principal Body Corporate GTP 202

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

Date and time of meeting: Thursday 29 August 2024 at 11:00 AM

Instructions

If you want to vote using this voting paper, then *circle or tick* either **YES**, **NO** or **ABSTAIN** opposite each motion you wish to vote on. You may vote for as few or as many motions as you wish. It is not necessary to vote on all motions.

After signing the completed voting paper, forward it promptly to the Secretary at the address shown at the end of the agenda. You may also vote online using the secure link emailed to your email address.

MOTIONS

1	Approval of Previous General Meeting Minutes - 25th July 2024 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

THAT the Minutes of the PBC Extraordinary General Meeting held on 25th July 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes

No

Abstain

2	Approval of PBC Landscaping Contract (Agenda Item 5.2)	Ordinary Resolution
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Submitted by Chairperson

THAT the Principal Body Corporate (PBC), noting the recommendations of the CSC, FSC and PBC EC agrees to award the PBC Landscaping Maintenance works contract to Landscape Solutions at a cost of \$1,482,339.86 (Inc GST) per annum, for the period commencing 1 November 2024 to 31 October 2027.

Yes

No

Abstain

3 Approval of PBC Street Sweeping Contract (Agenda Item 5.3) Ordinary Resolution

Submitted by Chairperson

THAT the Principal Body Corporate (PBC), noting the recommendations of the CSC, FSC and PBC EC agrees to award the PBC Street Sweeping works contract to Specialised Pavement Services Pty Ltd at a cost of \$93,243.15 (Inc GST) per annum, for the period commencing 1 November 2024 to 31 October 2027.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

4 Approval of PBC Waste and Recycling Contract (Agenda Item 5.4) Ordinary Resolution

Submitted by Chairperson

THAT the Principal Body Corporate (PBC), noting the recommendations of the CSC, FSC and PBC EC agrees to award the PBC Waste & Recycling works contract to Cleanaway at a cost per annum of;

Year 1 - \$1,316,658.05 Inc GST
Year 2 - \$1,428,957.18 Inc GST
Year 3 - \$1,549,714.32 Inc GST

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

for the period commencing 1 November 2024 to 31 October 2027.

5 Approval of PTBC Landscaping Contract (Agenda Item 5.5) Ordinary Resolution

Submitted by Chairperson

THAT the Principal Body Corporate (PBC), instructs it Members Nominee to the PTBC to vote in favour of the PTBC Landscaping Contract being awarded to Landscape Solutions at a cost of \$221,244.76 (Inc GST) per annum, for the period commencing 1 November 2024 to 31 October 2027.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

6 Approval of PTBC Street Sweeping Contract (Agenda Item 5.6) Ordinary Resolution

Submitted by Chairperson

THAT the Principal Body Corporate (PBC), instructs its Members Nominee to the PTBC to vote in favour of the PTBC Street Sweeping contract being awarded to Specialised Pavement Services Pty Ltd at a cost of \$31,081.05 Inc GST per annum, for the period commencing 1 November 2024 to 31 October 2027.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

7 Approval for Claim for Monies Owed for Lot 8 - Tristania (Agenda Item 5.7) Ordinary Resolution

Submitted by Chairperson

THAT the PBC considers the correspondence from the owner of Lot 8, Tristania (1008 Edgecliff Drive) requesting reimbursement of \$500.00 for the excess water charges (billing period 16/10/2023 - 30/01/2024), due to the destruction of a lot owner's own irrigation sprinkler head located on PBC secondary thoroughfare.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

8 Approval for Claim for Monies Owed for Lot 4 - Woodsia (Agenda Item 5.8) Ordinary Resolution

Submitted by Chairperson

THAT the PBC considers the correspondence from the owner of Lot 4, Woodsia (2504 The Parkway) requesting reimbursement of \$1,267.00 for damages sustained when the owner fell due to a hole in the traffic island located at the corner of Olympic Drive and The Parkway.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

9 Approval of expenditure for the engagement of Smartstone for the replacement of road pavers (Agenda Item 5.9) Ordinary Resolution

Submitted by Chairperson

THAT the PBC EGM agrees to expend \$191,400 Inc. GST with a contingency of 10% in the amount of \$19,140 Inc. GST for the engagement of Smartstone for costs associated with the supply and installation of approximately 1450m2 paving at \$132.00 m2 Inc GST, to allow for the replacement of road pavers on Olympic Drive. Funds to be expensed to Sinking Fund – Roads – 223191

THAT FURTHER noted, due to the specialised nature of the works and Smartstone's status as the preferred supplier for this type of project, only one (1) quote was obtained. The PBC approves reducing the required number of quotes from three (3) to one (1).

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

10 Application for Referee's order against Lot 75 for compliance of repair and maintenance (Agenda Item 5.10) Ordinary Resolution

Submitted by Chairperson

THAT the PBC authorises the commencement of an application to the Referee under section 72 of the *Building Units and Group Titles Act 1980* (Qld) against Lot 75, for their failure to comply with the RZABL's 3.1 Repair and Maintenance.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

11 Approval for 1 year extension of the FTTH Network Management Agreement Contract held by OptiComm (Agenda Item 5.11) Ordinary Resolution

Submitted by Chairperson

THAT the PBC approves the extension of the current term of the FTTH Network Management Agreement contract held by OptiComm for a period of one (1) year, noting all other terms and conditions of the contract are to remain unchanged.

Yes <input type="checkbox"/>
No <input type="checkbox"/>
Abstain <input type="checkbox"/>

I/We require that this voting paper, completed by me/us be recorded as my/our vote in respect of the motions set out above.

Name of voter: _____

Signature of voter: _____

Date: _____

ATTACHMENTS

- 1. MOTION INFORMATION**
- 2. M1. 20240725 PBC EGM Minutes Final**
- 3. M2. Attachment 1 - Landscaping**
- 4. Motion - Landscaping**
- 5. M3. - Street Sweeping**
- 6. M4. - Waste & Recycling**
- 7. M7. Monies Owed Claim - Lot 8 Tristania**
- 8. M7. Claim for monies owed**
- 9. M7. Water Invoice Lot 8 16.10.2023 to 30.01.2024**
- 10. M7. Water Invoice Lot 8 30.01.2024 to 30.04.2024**
- 11. M7. Lot 8 RE_ StrataMax Report**
- 12. M7. SCCSL DF400018 - Form 23A - Claim for Monies Owed - various**
- 13. M8. Monies Owed Claim - Lot 4 Woodsia**
- 14. M8. ACT0221 Safety Champion Action-Evidence-Report**
- 15. M8. Letter from Sanctuary Cove Optical 24.07.2024**
- 16. M8. Invoice HappyTel Phone Case and Free Screen Protecetor 26.07.2024**
- 17. M8. Lisa's Injury and Documentation 21.07.2024-Pictures**
- 18. M8. Lisa Nylander Fall Olympic Drive 20.07.2024 Cover Letter upd**
- 19. M8. Claim for moneys owed Lisa Nylander-Form 23 Completed 30.07.2024**
- 20. M8. Invoice for Mrs Lisa Nylander Glasses Sanctuary Cove Optical Original 10.10.2023**
- 21. M8. Invoice for Mrs Lisa Nylander Glasses Sanctuary Cove Optical Replacement 23.07.2024**
- 22. M8. Replacement Lulu Lemon Hat 23.07.2024**
- 23. M9. PBC - Paving Olympic Drive**
- 24. M9. PBC Olympic Drive paving quotation - Smarstone**

- 25. M9. Q4737DGM - 2022**
- 26. M10. Lot 75 - 1st Notice - Rendering**
- 27. M10. Lot 75 - 2nd Notice - Rendering**
- 28. M10. Lot 75 - 3rd Notice - Rendering**
- 29. M11. OptiComm - FTTH NMA Extension**
- 30. CORRO FOR INFORMATION**
- 31. CFI 1. Village Gate Project and Harbour One**
- 32. CFI 1. Village Gate Project and Harbour One Information**
- 33. CFI 2. Letter to MBA from BE_**
- 34. CFI 3. Email response from MBA Section 56**
- 35. CFI 4. 2024-08-16_SCCSL_Notice of Dispute**
- 36. CFI 5. Australian WPGA Championship - Communication to Home Owners - 21082024**
- 37. CFI 6. 240816 SCCSL Board Update**
- 38. CFI 7. Email Councillor Naomi Fowler Traffic Lights - Edgecliff Drive and Sickle Avenue.**
- 39. Information About Proxies**
- 40. Proxy form for Body Corporate Meetings**

**MOTION
INFORMATION**



MINUTES OF EXTRAORDINARY GENERAL MEETING for Sanctuary Cove Principal Body Corporate GTP 202

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

Date of meeting: Thursday 25 July 2024

Meeting time: 11:00am – 12:40pm

Chairperson: Stuart Shakespeare

ATTENDANCE

The following members were Present in Person at the meeting:

Lot 1702	Cassia GTP 1702	Mr Peter Cohen
Lot 1703	Washingtonia GTP 1703	Mr David Frances
Lot 1712	Livingstonia GTP 1712	Mr Brian Earp
Lot 1769	Roystonia GTP 1769	Mrs Simone Hoyle
Lot 1790	Araucaria GTP 1790	Mrs Caroline Tolmie
Lot 107045	Harpullia GTP 107045	Mr Paul Kernaghan
Lot 107106	Schotia Island GTP 107106	Mr Wayne Bastion
Lot 107128	Felicia GTP 107128	Mr Stuart Shakespeare
Lot 107209	Alpinia GTP 107209	Ms Dianne Taylor
Lot 107278	Banksia Lakes GTP 107278	Mr Andre Brown
Lot 107353	Woodsia GTP 107353	Mr Peter Hay
Lot 107360	Adelia GTP 107360	Mr Gary Simmons
Lot 107434	Zieria GTP 107434	Mr Hugh Martin
Lot 107406	Corymbia GTP 107406	Ms Shawlene Nefdt
Lot 107442	Molinia GTP 107442	Mrs Cheryl McBride
Lot 107488	Darwinia GTP 107488	Mrs Jane Burke

The following members present by Voting Paper and In Person:

Lot 1703	Washingtonia GTP 1703	Owner present (pre-voted)
Lot 1769	Roystonia GTP 1769	Owner present (pre-voted)
Lot 1790	Araucaria GTP 1790	Owner present (pre-voted)
Lot 107209	Alpinia GTP 107209	Owner present (pre-voted)
Lot 107353	Woodsia GTP 107353	Owner present (pre-voted)
Lot 107442	Molinia GTP 107442	Owner present (pre-voted)

The following members present by Voting Paper:

Lot 21	Mulpha Sanctuary Cove (Developments) Pty Limited	Electronic vote
Lot 81	Mulpha Sanctuary Cove (Developments) Pty Ltd	Electronic vote
Lot 83	Mulpha Sanctuary Cove (Developments) Pty Limited	Paper vote
Lot 1701	Bauhinia GTP 1701	Electronic vote
Lot 2207	Plumeria GTP 2207	Electronic vote

Lot 2504	Colvillia GTP 2504	Electronic vote
Lot 107509	Alphitonia GTP 107509	Electronic vote
Lot 107053	Acacia GTP 107053	Electronic vote
Lot 107217	Tristania GTP 107217	Electronic vote
Lot 107399	Caladenia GTP 107399	Electronic vote
Lot 107432	Fuschia GTP 107432	Electronic vote

The following members were present by Proxy:

The following members were present by Proxy however unable to vote:

Present by Invitation:

Apologies:

Mr Michael Longes
Mr Stephen Anderson
Mr Richard Sherman
Mr Tony McGinty
Mr Robert Nolan
Mr Nabil Issa
Mr Nicholas Eisenhut
Mr Mark Winfield
Mr Mick McDonald
Mr Dale St George - CEO

The following members were not financial for the meeting:

A Quorum was present
Nil Conflict of Interest
The Meeting was recorded.

The Chairperson SS opened the meeting stating:

I have an announcement to make from the board of Sanctuary Cove Community Services Limited. CEO Dale StGeorge is on extended leave for a temporary period for private reasons. During Dale's absence the directors are providing the necessary support and delegations to the management team. Mike Talea will continue to be responsible for Security, Jodie Syrett for body corporate management and Shanyn Fox for facilities management. In-house counsel, Brogan Watling, will continue to provide overall support.

Motions

1	Approval of Previous General Meeting Minutes - 27 June 2024 (Agenda Item 5.1)	Ordinary Resolution
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Statutory Motion Submitted by Chairperson

Motion CARRIED

RESOLVED That the Minutes of the PBC Extraordinary General Meeting held on 27 June 2024 be accepted as a true and correct record of the proceedings of the meeting.

Yes	20
No	0
Abstain	7

NOTE:

- HM noted an error regarding the traffic island under 8.4. He questioned why Body Corporate Services ignored the traffic consultants' instructions to ensure no safety signage was placed on top of the island. The last point was worded incorrectly, as he was quoting directly from the traffic report directly at the time and not requesting the report.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia			X	Fuschia			X
Adelia	X			Harpullia			X
Alyxia				Justicia			
Alphitonia	X			Livingstonia	X		
Alpinia	X			Molinia	X		
Aracauria	X			Plumeria			X
Ardisia				Roystonia	X		
Banksia Lakes			X	Schotia Island	X		
Bauhinia			X	Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD (Lot 21) (S)	X		
Darwinia	X			MSCD (Lot 81) (S)	X		
Felicia	X			MSCD (Lot 83) (M)			X

Submitted by Chairperson

Motion CARRIED

RESOLVED that based on two detailed assessments of suitably qualified governance auditors and consultants, and benchmarking consulting fees and charges with a local governance expert, the PBC EC recommends that the PBC accept the formal proposal and quote from Directors Australia for \$39,200 plus GST. This proposal covers the governance review of the PBC, PBC Executive, and sub-committees, with the aim of developing a 'best fit' governance blueprint and framework." The funding for this Governance Review will be allocated to the Legal and Consulting section of the 2024 PBC budget.

Yes	22
No	1
Abstain	4

NOTE:

- ***WB enquired about who will have access to this information throughout the process. SH assured that the process will be open and transparent.***
- ***PC expressed concerns about whether the PTBC will actively participate in the governance review and consider any actions based on the findings.***

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia	X			Harpullia	X		
Alyxia				Justicia			
Alphitonia			X	Livingstonia	X		
Alpinia	X			Molinia	X		
Aracauria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria			X
Corymbia	X			MSCD (Lot 21) (S)			X
Darwinia	X			MSCD (Lot 81) (S)			X
Felicia	X			MSCD (Lot 83) (M)		X	

3 Removal of two trees between Lot 83 & Lot 91 to enable Energex & FTTH comms services to be installed (Agenda Item 5.3)

Ordinary Resolution

Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC agrees to the removal of two trees located on the interface boundary between residential development land Lot 83 SP320252 and primary thoroughfare Lot 91 RP205597 to enable Energex and FTTH comms services to be installed in the standard services alignment of 0mm to 900mm from the interface boundary as shown in attachments.

Yes	25
No	2
Abstain	0

NOTE:

- SH enquired about the approach regarding the total canopy equation and whether trees being removed are being replaced elsewhere? SS suggested discussing with MSCD what their future landscaping plan entails for the residential zones.

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia	X			Harpullia	X		
Alyxia				Justicia			
Alphitonia	X			Livingstonia	X		
Alpinia	X			Molinia	X		
Aracauria	X			Plumeria	X		
Ardisia				Roystonia		X	
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia		X		Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD (Lot 21) (S)	X		
Darwinia	X			MSCD (Lot 81) (S)	X		
Felicia	X			MSCD (Lot 83) (M)	X		

Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC authorises an amendment to the secondary thoroughfare by-laws in accordance with the attached document, a copy of which has been circulated with the agenda.

Yes	1648 90.40%
No	26 1.43%
Abstain	0

NOTE:

- *The PBC acknowledges that the discretionary approach continues to apply to the daytime parking of construction and service provider vehicles and on other exceptional situations in consultation with SC Security Services.*
- *AB noted that Vardon lane is PTBC land from the mailbox and not secondary thoroughfare. SS to follow up.*

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia	X			Harpullia	X		
Alyxia				Justicia			
Alphitonia	X			Livingstonia	X		
Alpinia	X			Molinia	X		
Aracauria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria		X	
Corymbia	X			MSCD (Lot 21) (S)	X		
Darwinia	X			MSCD (Lot 81) (S)	X		
Felicia	X			MSCD (Lot 83) (M)	X		

Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC does not sign the draft deed proposed by the PTBC and that the PBC investigates the controls that can apply to residents of homes outside of the Residential Zones who wish to have a right of way along the Secondary Thoroughfare roads.

Yes	18
No	6
Abstain	3

NOTE:

- *PC requested the withdrawal of this motion, arguing that it lacks the legal opinion from Ian Hazzard. He also pointed out that the motion addresses two separate issues, yet the committee is being asked to vote on them as single motion.*
- *CM stated that, based on the advice received, the PBC has the right to oppose the rezoning, citing section 56 as the basis for this right.*
- *Based on the comments of those present, SS chose to continue with motion.*

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia			X	Harpullia	X		
Alyxia				Justicia			
Alphitonia		X		Livingstonia	X		
Alpinia	X			Molinia	X		
Aracauria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island		X	
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia		X		Woodsia			X
Colvillia	X			Zieria			X
Corymbia	X			MSCD (Lot 21) (S)		X	
Darwinia	X			MSCD (Lot 81) (S)		X	
Felicia	X			MSCD (Lot 83) (M)		X	

6 Approval for expenditure for the engagement of Watertight Group (Agenda Item 5.6) Ordinary Resolution

Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC EGM agrees to expend \$146,374.25 Inc. GST plus a contingency of 10% in the amount of \$14,637.42 Inc. GST for the engagement of Watertight Group for the supply and installation of one hundred and seventy-nine (179) residential water meters, meter boxes and associated fittings. Funds to be expensed from the Sinking fund - Water Point - 22506

Yes	27
No	0
Abstain	0

FURTHER RESOLVED that the PBC EGM agrees to expend \$7,383.17 Inc GST for the purchase of turf, bedding sand and under soil for remediation of the areas. Funds to be expensed from the Sinking fund - Water Point - 22506

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia	X			Harpullia	X		
Alyxia				Justicia			
Alphitonia	X			Livingstonia	X		
Alpinia	X			Molinia	X		
Aracauria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia	X			Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD (Lot 21) (S)	X		
Darwinia	X			MSCD (Lot 81) (S)	X		
Felicia	X			MSCD (Lot 83) (M)	X		

7 Approval for the expenditure for engagement of The Plant Management Company (Agenda Item 5.7) Ordinary Resolution

Submitted by Chairperson

Motion CARRIED

RESOLVED that the PBC agrees to expend \$127,676.37 Inc GST plus a 10% contingency in the amount of \$12,767.64 Inc GST for the engagement of The Plant Management company for the costs associated with undertaking Landscaping upgrade works at P55 – Schotia Park North. Funds to be expensed to Sinking Fund – 22280 – Landscape.

Yes	26
No	0
Abstain	1

Members Name	Yes	No	Abstain	Members Name	Yes	No	Abstain
Acacia	X			Fuschia	X		
Adelia	X			Harpullia	X		
Alyxia				Justicia			
Alphitonia	X			Livingstonia	X		
Alpinia	X			Molinia	X		
Aracauria	X			Plumeria	X		
Ardisia				Roystonia	X		
Banksia Lakes	X			Schotia Island	X		
Bauhinia			X	Tristania	X		
Caladenia	X			Washingtonia	X		
Cassia	X			Woodsia	X		
Colvillia	X			Zieria	X		
Corymbia	X			MSCD (Lot 21) (S)	X		
Darwinia	X			MSCD (Lot 81) (S)	X		
Felicia	X			MSCD (Lot 83) (M)	X		

8. General Business:

8.1 Electronic Recording for Sub-Committees:

- SS enquired about the consideration for recording sub-committee meetings and sought the committee's opinion on this matter.
- CT stated she had no concerns about recording the ARC meetings.
- PK advised that the recordings should be destroyed after the minutes have been approved. SH suggested waiting for the governance review before making a decision.

8.2 Motions for August 2024

8.3 Next meeting to be held 29th August 2024

8.4 Line Marking on the Boulevard:

- GS enquired to SF (Facilities Manager) whether this was a future project. SF responded that she had obtained prices but noted that the job must be completed at night and involved shutting off one side of the road. At the time of consideration, there was no budget allowance for this project.

8.5 Trees in Darwinia:

- JB enquired about the trees, drainage and watering system discussed in the last PBC meeting for Darwinia. SF advised of one quote received for removal of the trees and replanting of the trees was approximately \$15,000. She has also requested that the plumber examine the drainage and report any issues.

8.6 Tenders for Contracts:

- SF provided a brief update on the tenders submitted for Landscaping, Street Sweeping and Waste and Recycling. SF has contacted the top-performing tenders to negotiate any potential cost reductions and assess their impact on the scope of work. Once this information is finalised, the tenders will be presented to the contract sub-committee for a vote. Following this, the decision will be presented to the RBCs, PBC and PTBC for their votes.
- PK noted that the contracts with these companies were fixed price four years ago, and now the companies are seeking to recover cost increases incurred over that period.

8.7 Blue Pipes:

- WB enquired about the status of the blue pipes and the possibility of enclosing them. SF advised that quotes were obtained for enclosing the pipes, but the cost was approximately \$35,000 - \$40,000. She is currently working with a maintenance officer to explore whether the enclosure can be constructed using materials purchased from Bunnings. SF main concern is ensuring that the enclosure does not obstruct visibility for motorists. SS offered to work with SF on achieving a more economical solution.

8.8 Minutes distributed from PBC EC:

- HM stated that this was the second month in which the committee had not received the PBC EC minutes prior to the PBC EGM meeting, and he deemed this unacceptable. SS advised that he has discussed the issue with JS (MBC), noting that recent extenuating circumstances have impacted the timing. It has been decided that, moving forward, prioritising the distribution of the minutes after these meetings will be addressed.

8.9 Village Gates:

- PC enquired around the recent information circulated regarding the encroachment of the road into Harbour One. SS advised that Mulpha have informed him that the road was originally constructed into their land, and this is being corrected in the current Village Gates works.

There being no further business the chairperson declared the meeting closed.

MEETING CLOSED at 12:40 PM

Chairperson:

OVERALL RANKINGS

PRICES SHOWN ARE INCLUSIVE OF GST													
Tenderer - Landscaping	EOI Received	RFT Sent	Site Inspection	Declined to quote	Opening Date	Fixed price PBC	Fixed price PTBC	Total Tender price	PBC - Growth over existing Contract %	PTBC - Growth over existing contract %	Staff No#	Total Score	Ranking
BLC Landscapes	30/05/2024	7/06/2024	YES	4/07/2024				-					
Green by Nature	31/05/2024	7/06/2024	YES		9/07/2024	\$ 1,832,938.27	\$ 261,848.32	\$ 2,094,786.59	97.98%	22.97%	16	8.69	2
Landscape Solutions	31/05/2024	7/06/2024	YES		9/07/2024	\$ 1,482,339.86	\$ 221,244.76	\$ 1,703,584.62	60.11%	3.90%	16	9.56	1
LD Total	30/05/2024	7/06/2024		20/06/2024				\$ -					
Marsupial Landscape Management	29/05/2024	7/06/2024			9/07/2024	\$ 2,489,760.00	\$ 276,640.00	\$ 2,766,400.00	168.93%	29.92%	22	6.16	
Martin Brothers	31/05/2024	7/06/2024	YES		9/07/2024	\$ 1,748,895.47	\$ 249,842.21	\$ 1,998,737.68	88.91%	17.33%	16	8.09	4
Now Landscapes	31/05/2024	7/06/2024	YES		9/07/2024	\$ 2,726,752.00	\$ 389,044.00	\$ 3,115,796.00	194.53%	82.70%	16	6.09	
Programmed	31/05/2024	7/06/2024	YES		9/07/2024	\$ 2,310,126.59	\$ 318,638.15	\$ 2,628,764.74	149.53%	49.64%	16.5	6.94	
Regal Innovations	29/05/2024	7/06/2024	YES		9/07/2024	\$ 2,124,061.80	\$ 312,261.10	\$ 2,436,322.90	129.43%	46.64%	16	7.38	
The Advanced Group	31/05/2024	7/06/2024			9/07/2024	\$ 1,369,500.00	\$ 267,268.10	\$ 1,636,768.10	47.93%	25.51%	16	6.65	
The Plant Management Company	28/05/2024	7/06/2024	YES		9/07/2024	\$ 2,021,250.00	\$ 288,750.00	\$ 2,310,000.00	118.32%	35.60%	16	8.14	3
PBC - Current Contract Price		\$ 925,803.78 Inc GST											
PTBC - Current Contract Price		\$ 212,939.10 Inc GST											
2024/2025 PBC Budget		\$1,650,000.00 Inc GST											
2024/2025 PTBC Budget		\$275,000.00 Inc GST											
Total		\$1,925,000.00 Inc GST											

*Cells highlighted in red, indicate the fixed price it is within the 2024/2025 approved budget parameters.

DATA ANALYSIS

Analysis of Landscaping Tender for PTBC/PBC - Commencing Nov 2024														
Criteria	Weight		BLC Landscapes	Green by Nature	Landscape Solutions	LD Total	Marsupial Landscape Management	Martin Brothers	Now Landscapes	Programmed	Regal Innovations	The Advanced Group	The Plant Management Company	
Compliance with RFT	5.00%	Score		6.5	7.0		5.0	6.5	6.0	6.0	6.5	4.0	7.0	
		Weighted Score		0.325	0.35		0.25	0.325	0.3	0.3	0.325	0.2	0.35	
Past Performance	10.00%	Score		9.5	8.8		8.3	9.5	9.0	7.8	8.5	0.0	9.5	
		Weighted Score		0.95	0.875		0.825	0.95	0.9	0.775	0.85	0	0.95	
Technical Capability	10.00%	Score		7.5	7.5		5.0	5.5	5.5	4.5	4.5	2.0	8.0	
		Weighted Score		0.75	0.75		0.5	0.55	0.55	0.45	0.45	0.2	0.8	
Corporate Viability	5.00%	Score		4.75	5.58		1.41	0.18	0.00	5.12	5.84	0.00	2.57	
		Weighted Score		0.2375	0.279		0.0705	0.009	0	0.256	0.292	0	0.129	
Management Skills	5.00%	Score		8.0	7.5		4.0	7.5	7.0	8.0	7.0	2.0	8.0	
		Weighted Score		0.4	0.375		0.2	0.375	0.35	0.4	0.35	0.1	0.4	
Proposed/Schedule of Works	5.00%	Score		8.0	5.5		3.0	4.5	3.0	5.5	6.0	0.0	7.0	
		Weighted Score		0.4	0.275		0.15	0.225	0.15	0.275	0.3	0	0.35	
		Total Non-Price Criteria		3.06	2.90		2.00	2.43	2.25	2.46	2.57	0.50	2.98	
		Normalised Non-Price		10.00	9.48		6.52	7.95	7.35	8.02	8.38	1.63	9.73	
Weighted Non-Price	40.00%			4.00	3.79		2.61	3.18	2.94	3.21	3.35	0.65	3.89	
Weighted Price	60.00%	Final Tender		-	\$2,094,787	\$1,703,585	-	\$2,766,400	\$1,998,738	\$3,115,796	\$2,628,765	\$2,436,323	\$1,636,768	\$2,310,000
		Normalised Price		7.81	9.61		5.92	8.19	5.25	6.23	6.72	10.00	7.09	
		Weighted Price		4.69	5.76		3.55	4.91	3.15	3.74	4.03	6.00	4.25	
		Total Score		8.69	9.56		6.16	8.09	6.09	6.94	7.38	6.65	8.14	
				2	1			4					3	
Compliance														
Tender Form Complete		Supplied		Yes	Partial		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Insurance		Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Materials Schedule	Item 1	Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Machinery Schedule	Item 2	Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Labour Schedule	Item 3	Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Addendums		Acknowledged		N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Signed & Witnessed		Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Financial Statements		Supplied		Yes	Yes		Yes	Yes	Partial	Yes	Yes	No	Yes	
Company Structure		Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Dun & Bradstreet/Ilion Report		Supplied		Yes	Yes		Yes	TRUST	Yes	Yes	Yes	No	Yes	
Ass. Memberships		Supplied		Yes	Yes		Yes	Yes	No	Yes	Yes	Yes	N/A	
Recent Projects		Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
References		Supplied		Yes	Yes		Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Corporate Viability														
Late Payment Risk				2.56%	11.81%		2.98%		7.50%	2.88%	0.80%		0.89%	
Financial Strength				N	O		O		O	5A	4A		O	
Credit Appraisal				1	1		2		2	1	1		1	
Failure Risk				0.02%	0.46%		0.31%		1.32%	0.02%	0.01%		0.29%	
Industry average 10.28%. .32% Minimal, .36% Very Low, .59% Low, 1.3% Average, 2.24% Moderate, 4% High, 9.64% Very High, 26.03% Severe														
O = net worth undetermined, N= Negative Tangible network. Negative Balance of equity after deduction of tangibles, 4A=\$10,000,000-\$49,999,999 5A = \$50,000,000 and over														
1 = strong - Minimal Risk, 2 = good - Low Risk, 3 = fair- Moderate risk , 4 = limited- Sever Risk														
industry average 0.37%														



LANDSCAPING – MAINTENANCE WORKS CONTRACT

DISTRIBUTION: PBC	ATTACHMENTS: 1	DATE: AUG 2024
<p>MOTION THAT the Principal Body Corporate (PBC), noting the recommendations of the CSC, FSC and PBC EC agrees to award the PBC Landscaping Maintenance works contract to Landscape Solutions at a cost of \$1,482,339.86 (Inc GST) per annum, for the period commencing 1 November 2024 to 31 October 2027.</p> <p>FURTHER THAT the Principal Body Corporate (PBC), instructs its Members Nominee to the PTBC to vote in favour of the PTBC Landscaping Contract being awarded to Landscape Solutions at a cost of \$221,244.76 (Inc GST) per annum, for the period commencing 1 November 2024 to 31 October 2027.</p>		

Objective

To engage a Landscaping contractor to perform necessary maintenance services within PBC/PTBC areas as specified in the maintenance contract, over a term of three (3) years.

Background

The incumbent contractor is Landscape Solutions. The current contract, effective 1 November 2019, was originally set to conclude on 31 October 2022. In recognition of the high standard of performance, quality, and service provided by Landscape Solutions under the three (3) year maintenance works agreement an offer to extend the contract for an additional two (2) years was made.

Given the rising costs of materials, consumables, and wages, and considering the current economic climate, the PBC and PTBC agreed on the 25 August 2022 to adjust the existing contract price according to the Consumer Price Index (CPI).

Challenges and Performance

Since their inception at Sanctuary Cove, Landscape Solutions has navigated numerous challenges, including record rainfall and severe storms. These extreme weather events led to issues with mowing frequencies and weed management, necessitating adjustments in their approach and consequently resulting in varied levels of service standards. Additionally, fluctuations in staffing levels during certain periods have adversely impacted the efficiency and quality of their work. Despite these challenges, many areas of their performance have met the high-quality standards required within the scope. Landscape Solutions has been adaptable and proactive in their efforts to improve, demonstrating a commitment to addressing identified issues.

Scope Review

Following a comprehensive review of the landscaping works within the resort, it was determined that certain limitations within the current contract necessitated a thorough scope review. This review is essential to ensure that the new contract adequately addressed the evolving requirements and expectations of the community.

Tender Process



LANDSCAPING – MAINTENANCE WORKS CONTRACT

To ensure a competitive process and explore other options, Landscaping Maintenance works Expressions of Interest (EOI) were advertised in three (3) areas. This outreach resulted in eleven (11) responses:

- BLC Landscapes
- Green by Nature
- Landscape Solutions
- LD Total
- Marsupial Landscape Management
- Martin Brothers
- Now Landscapes
- Programmed
- Regal Innovations
- The Advanced Group
- The Plant Management Company

Requests for Tender (RFT) were issued on 7 June 2024, and the tenders were subsequently opened on 9 July 2024, under the oversight of the CSC committee where nine (9) responses were received.

Financial Summary

Inc GST	Current	Budget 2024/2025
PBC	\$925,803.78	\$1,650,000.00
PTBC	\$212,939.10	\$275,000.00

Pre-Negotiated Submission

Tenderer- Landscaping	Fixed price PBC	Fixed price PTBC	Total Tender price	PBC Growth %	PTBC Growth %
Green by Nature	\$1,832,938.27	\$261,848.32	\$2,094,786.59	97.98%	22.97%
Landscape Solutions	\$1,482,339.86	\$221,244.76	\$1,703,584.62	60.11%	3.90%
Marsupial Landscape Management	\$2,489,760.00	\$276,640.00	\$2,766,400.00	168.93%	29.92%
Martin Brothers	\$1,748,895.47	\$249,842.21	\$1,998,737.68	88.91%	17.33%
Now Landscapes	\$2,726,752.00	\$389,044.00	\$3,115,796.00	194.53%	82.70%
Programmed	\$2,310,126.59	\$318,638.15	\$2,628,764.74	149.53%	49.64%
Regal Innovations	\$2,124,061.80	\$312,261.10	\$2,436,322.90	129.43%	46.64%
The Advanced Group	\$1,369,500.00	\$267,268.10	\$1,636,768.10	47.93%	25.51%
The Plant Management Company	\$2,021,250.00	\$288,750.00	\$2,310,000.00	118.32%	35.60%

Negotiated Price



LANDSCAPING – MAINTENANCE WORKS CONTRACT

On 18 July 2024, an email was sent to the top four performing submissions to further negotiate the terms, focusing on the following areas:

- Pricing
Aiming to align project costs more closely with the approved PBC/PTBC budgets and exploring potential adjustments to reduce costs without compromising the quality and integrity of the contract.
- Scope of Works
Assessing how any proposed changes might impact deliverables, timelines, and overall project quality.

All four (4) contractors submitted their best offers.

LANDSCAPE SOLUTIONS

Offer 1 - will deliver the full tendered scope and specification in full, however the change proposed that will align with price below is that Landscape Solutions will fluctuate manpower on site seasonally between 18 and 12 people as we deem fit to fulfill all the KPI's.

PBC	\$1,319,309.65 Inc GST
PTBC	\$219,154.43 Inc GST

Offer 2- shortens the weekly mowing frequency from 7 months to 4 months of the year between December & March inclusive, given these are the peak growing months for grasses. This would drop the overall annual mowing frequency across the estate from 41 to 35 cuts and would increase the trimming and edging program to align with the 35 cuts, every other component of the specification and the KPI's for the turf works and horticultural services will remain as per the new 2024 scope and specification. Additionally, this second alternative offer, allows Landscape Solutions to fluctuate its onsite headcount to suit the seasonal works, given the need to adjust up for the weekly mowing cycle in summer and down for the fortnightly cycle as necessary.

PBC	\$1,257,982.79 Inc GST
PTBC	\$143,221.42 Inc GST

Offer 3- changes the mowing program from seasonal to fortnightly all year round, which will equate to an even spread of 26 cuts per annum. This drop in frequency to spread the mowing out across the entire site to fortnightly will deliver the outcome as per the services being carried out today in July 2024, however, it would add additional cuts in through the winter period, whereas currently, the frequency is approximately 21 services, this 3rd alternative would carry 26 cuts, every other component of the specification and the KPI's for the turf works and horticultural services will remain as per the 2024 scope and specification. This third alternative offer would see a fixed crew on site that would deliver all works given the frequencies of the scope and specification are all equidistantly spread across the year.

PBC	\$1,122,462.78 Inc GST
PTBC	\$137,607.70 Inc GST

MARTIN BROTHERS



LANDSCAPING – MAINTENANCE WORKS CONTRACT

Option 1- Less Qualified Team:

- Description: Add 2 Assisting Hands, remove 1 Foreman, and 1 Leading Hand.
- Impact: Maintains the number of FTEs but with less qualified personnel in some roles.
- Principal Body Corporate: \$1,732,559 (including GST)
- Primary Thoroughfare Body Corporate: \$247,508 (including GST)
- Total Price: \$1,980,067 (including GST)
- Discount on Original Price: \$18,671

Option 2- Winter Month Offset:

- Description: Remove 1 Assisting Hand during the winter months (6 months).
- Impact: Reduces the number of FTEs during off-peak periods.
- Principal Body Corporate: \$1,705,534 (including GST)
- Primary Thoroughfare Body Corporate: \$243,648 (including GST)
- Total Price: \$1,949,182 (including GST)
- Discount on Original Price: \$49,556

Option 3- Combination:

- Description: Combines Option 1 and Option 2.
- Impact: Further reduces costs by implementing both the less qualified team and winter month offset.
- Principal Body Corporate: \$1,689,197 (including GST)
- Primary Thoroughfare Body Corporate: \$241,314 (including GST)
- Total Price: \$1,930,511 (including GST)
- Discount on Original Price: \$68,227

Option 4- Remove Compound Rent:

- Description: Removes the \$30,000 rent for the compound (shared between PBC & PTBC).
- Note that we would require a compound inside Sanctuary Cove provided by the Primary Body Corporate if available. During our tender, we identified some onsite facilities that would be suitable.
- Impact: Maintains the number of FTEs and service quality while removing the compound rent.
- Principal Body Corporate: \$1,722,645 (including GST)
- Primary Thoroughfare Body Corporate: \$246,092 (including GST)
- Total Price: \$1,968,738 (including GST)
- Discount on Original Price: \$30,000

GREEN BY NATURE

Pricing

GBN Response - Our conforming pricing provided originally was our best offer as this is an amazing site GBN knows the standard that is required so we gave it our most competitive price possible understanding the scope of works and quality staff needed to ensure that the site can be maintained at that level all year round. We are unable to adjust our pricing for the conforming offer.

Scope of Works



LANDSCAPING – MAINTENANCE WORKS CONTRACT

GBN Response- We have further reviewed the scope of works looking for potential savings and are able to provide two options for the consideration.

- a) *Allowing Apprentices – as part of our original submission we also provided a non -conforming offer for the consideration of the estate. The proposed departure to the contract requirement is to allow for apprentice’s to be utilised on the site. The non-conforming offer is for the provision of 5 staff who are apprentices for the site. The advantages of this approach for Sanctuary Cove are lower cost of service and better retention of staff as there is a career development pathway within the site for training apprentices. This staff retention is key to the long-term success of the contract as intellectual property is retained on the site and their works are closely supervised and audited by qualified staff and management teams. The downside is you do lose them to TAFE for approx. 40 days per year for offsite training. This approach has been used successfully across several of our existing contracts to great success, with the apprentices learning whilst performing some of the lower-end tasks such as litter pickup, and site clean up after hedging and blow downs. This increases staff retention on sites as it can be difficult to retain qualified staff to perform these tasks on an ongoing basis.*
- b) *Extended mowing cycle times – In reviewing the specification with a view to providing a change to the scope of works that has the least impact on quality with the largest reduction in cost. We believe that there is an opportunity to extend the mowing cutting cycle to every 7 days over the growing season for a 30-week period and 10 days for the remainder of the year. The extension of the cycle time reduces the number of cuts required on an annual basis which results in a reduced number of staff required to service the contract. The extension of only 2 days on the requested cycle time does not have a significant impact on the quality of the turf. The extended cycle can present challenges for residents where crews are cutting areas on different days throughout the year. In our experience provided this is communicated to the residents through regular reporting and communication, which we will deliver, this alleviates any issues. We are confident in our ability to manage the 7-day cycle operationally through our use of sophisticated planning and reporting tools that provide visibility and transparency to the schedule both operationally and for our customers & residents.*

Please see the table of the options presented and the price variance between options for the consideration

Options	Annual Price (inc GST)	Reduction to Conforming Option	% Savings from Conforming
Conforming offer	PBC- \$1,879,430.65 PTBC- \$268,490.09 Total- \$2,147,920.74		
Option A – Apprentices allowed	PBC- \$1,832,938.27 PTBC- \$261,848.32 Total \$2,094,786.59	\$6,641.77 \$46,492.39 \$53,134.16	-2.50%
Option B – Extended mowing cycle (7 days peak, 10 days off peak)	PBC- \$1,747,030.03 PTBC- \$249,576.43 Total \$1,996,611.47	\$18,913.66 \$132,395.62 \$151,309.28	-7.04%

Pricing Note – as the contract is fixed for the initial term, we have included an allowance for 3.5% on the contract to be fixed for the initial term. Another potential saving is to allow the contract to be adjusted annually by CPI then we can provide a reduction in the year one contract pricing by the full 3.5% for all 3 options provided above. Through our extensive experience of service high profile estates



LANDSCAPING – MAINTENANCE WORKS CONTRACT

like Sanctuary Cove the two options presented strike the balance between reduction in cost of the service whilst minimizing the impact on the quality of the site presentation.

THE PLANT MANAGEMENT COMPANY

Reviewed our Tendered Price and have identified ways in which we can review 1) Pricing without compromising the tendered scope and quality and reviewed 2) Scope of Works to propose further savings by adjusting the Scope to work more closely with the approved PBC/PTBC budgets.

A) Pricing

PMC can adjust our Pricing to Total \$2,196,700 Inc GST

- PTBC \$255,937.50 per annum excl GST (\$281,531.25 incl GST)
- PBC \$1,741,062.50 per annum excl GST (\$1,915,168.75 incl GST)

This price reduction is possible based on the following adjustments to our tendered information;

- a) Replace new vehicles with 1–5-year-old vehicles
 - Please note, all other equipment and machinery will be new to not detract from the quality and integrity of the works
- b) Replace Battery Powered ride-on mower with Kubota ZD (Diesel powered)
- c) Reduce payment Terms to 14 days rather than the 30 days included in tender

B) Scope of Works

PMC has the experience and knowledge of the Scope of Works at Sanctuary Cove to understand the requirements to effectively manage them. We are confident in managing the landscapes to the Scope with the proposed on-site structures and machinery selected, that we believe once the site is returned to a suitable level after 12 months of 16 staff, we could undertake the Scope with an average of 14 staff per annum. We believe in this due to the experience and leadership provided in our team structure, along with the correct selection of equipment for the Scope to be delivered.

Proposed Scope Adjustment – reduce staff numbers to an average of 14 staff in year 2 and 3 of the contract. An average of 14 staff will be delivered by having 16 staff during the higher frequency growing season, reducing to 12 staff in the slower growing Winter period. No change will be made to our on-site leadership of one Supervisor and four Team Leaders, it will just be the number of technicians supporting this leadership team that will change. There will also be no adjustment to the machinery selected and proposed.

Proposed Pricing Adjustment;

Year 1 – Total \$1,997,000 excl GST – 16 staff (\$2,196,700 incl GST)

- PTBC \$255,937.50 per annum excl GST (\$281,531.25 incl GST)
- PBC \$1,741,062.50 per annum excl GST (\$1,915,168.75 incl GST)

Year 2 – Total \$1,800,000 excl GST – 14 staff average (\$1,980,000 incl GST)

- PTBC \$225,000.00 per annum excl GST (\$247,500.00 incl GST)
- PBC \$1,575,000.00 per annum excl GST (\$1,732,500.00 incl GST)

Year 3 – Total \$1,800,000 excl GST – 14 staff average (\$1,980,000 incl GST)

- PTBC \$225,000.00 per annum excl GST (\$247,500.00 incl GST)



LANDSCAPING – MAINTENANCE WORKS CONTRACT

- PBC \$1,575,000.00 per annum excl GST (\$1,732,500.00 incl GST)

PMC note: It is anticipated that there will be no negative impact on deliverables, timelines and overall project quality because of the proposed scope adjustment. For clarity, we will require the 16 staff in the first year to get the site to an acceptable level to ensure ongoing maintenance will achieve the outcomes with an average of 14 staff in year 2 and 3.

Tender Evaluation

Overall Rankings

Please see attachment 1

Data Analysis

Please see attachment 1

Scoring Notes:

GREEN BY NATURE

Green By Nature provided a satisfactory submission overall, their initial offer included 16 staff averaged annually and hours of work being 7am to 3pm daily. Giving justification to a score of 6.5 as full compliance with the RFT was not received.

They scored highly in past performance with an average rating of 9.1, with references noting their communication and reliability in delivering on promises as their strengths. Additionally, they performed well in Management skills and Additional criteria (Proposed Scope of Works) demonstrating strong technical abilities, experience, and understanding to execute the works effectively.

However, the financial information provided was for the group as a whole and did not include segment reporting. While the profit margin and ROA are alarmingly low, indicating profitability and efficiency issues, in contrast the interest coverage ratio is strong with a moderate level of leverage and liquidity ratio is health. Additionally, while its current liquidity position is satisfactory, maintaining or improving this ratio would further strengthen its financial stability.

Green By Nature's pricing was under budget for the PTBC, but significantly over budget for the PBC. Despite revisions, including cost reductions and adjustments to staff levels and mowing frequencies, their proposal did not offer substantial community benefits.

LANDSCAPE SOLUTIONS

The incumbent contractor has demonstrated extensive site knowledge, which is crucial in addressing the unique needs of Sanctuary Cove. Their submission scored 7.0 in compliance with the RFT, indicating full adherence to the specified requirements. They also scored highly, 7.5, for Technical Capability and Management Skills, reflecting their commitment to quality management, safety, environmental considerations, and sustainability. This score reflects their deep understanding of the work and the expertise required to effectively manage and execute the contract while adhering to high standards.



LANDSCAPING – MAINTENANCE WORKS CONTRACT

Their proposal included a detailed service delivery plan for the next three (3) years, outlining the team structure, incorporating a dedicated spray technician, further highlighting their commitment to quality service.

Landscape Solutions did not provide a cashflow statement weighting adjusted based on assessable values. The financial metrics reveal a company with solid profitability and exceptional asset utilisation, as indicated by the profit margin and ROA. The strong liquidity ratio suggests a sound ability to meet short-term liabilities, which is a positive indicator of financial health.

Landscape Solutions was one of only two companies whose initial tender prices aligned with the PBC/PTBC budgets. Among these, they outperformed in the non-priced criteria, demonstrating superior capability and value beyond just cost considerations. This combination of technical competence, thorough planning, and budget alignment positions them as a strong candidate for continued engagement.

Landscape solutions was also asked to provide their “best” offer which included varying levels of staff adjustment and changes in mowing frequencies. However, since their initial tender submission came in under the proposed budget, it is believed that the initial fixed price offers, are the best value for money when considering all scope of work requirements.

MARSUPIAL LANDSCAPE MANAGEMENT

Marsupial Landscape Management scored 5.0 for compliance with RFT requirements, indicating satisfactory adherence. However, their tender submission did not demonstrate the technical capabilities needed to carry out the works at Sanctuary Cove. This was further confirmed by references and the types of current projects they handle. Despite having 30 years of experience as a company, their work appeared to be more suited to council-level projects rather than the high-quality horticultural standards required for this project.

MARTIN BROTHERS

Martin Brothers demonstrated a strong understanding of the required scope and RFT requirements. They provided a detailed account of their quality assurance processes, equipment registers, and project-specific references. Although their work primarily involved design and construct projects with maintenance periods after completion, they were able to show their dedication to producing a high level of service and quality. This was further validated by references, resulting in an average score of 9.5 for Past Performance.

As there was limited financial information available, the Finance Manager was unable to perform financial health ratio analysis. Only Revenue statement provided, from their statement of comprehensive income, as such it is not possible to determine or evaluate the corporate financial viability.

Upon review of their pricing, they were able to offer four pricing options to help the PBC/PTBC align with current budgets, with the maximum discount on their tendered price being \$68,227. These changes, which included adjustments in staffing numbers and qualifications as well as the removal of compound rental costs, were insufficient to bring their costs in line with budget requirements, ultimately meaning they did not provide the best value for money.



LANDSCAPING – MAINTENANCE WORKS CONTRACT

NOW LANDSCAPES

Now Landscapes received a score of 5.0 signifying satisfactory overall compliance with the Request for Tender. They excelled in Past Performance with a high score of 9.0, with references highlighting their professionalism and communication as strength. However, it was noted that the types of contracts handled were smaller in scope compared to the requirements of Sanctuary Cove, such as having 2x staff onsite only once a week.

Additionally, their submission lacked a complete Balance Sheet and Profit & Loss statement, only showing revenue components, which prevented a thorough financial health ratio analysis.

PROGRAMMED

Programmed specialises in integrated workforce and facility management solutions; however, their core expertise may not align with the technical and operational demands of large-scale landscaping and garden maintenance. Their current projects lack experience with the scale and complexity required for Sanctuary Cove, impacting their Technical Capabilities score (4.5 – Marginal Compliance).

The score of 8.0 in Management Skills reflects exceeding compliance, which is expected given their focus on project and facility management. Despite this, their predominant expertise in facility management rather than specialised landscaping raises concerns about their suitability for substantial landscaping maintenance contracts.

REGAL INNOVATIONS

Regal Innovations has demonstrated a history of delivering high-quality work across their projects in New South Wales, supported by positive evaluations and successful project completions. They also received a high score in Additional Criteria for their proposed partnership with Greenway Solutions for turf management, highlighting their commitment to quality

However, with their recent expansion into QLD, raised concerns regarding their ability to maintain these high standards. Specifically, challenges related to staffing levels and the recruitment of quality personnel in these new regions could impact their performance and service delivery.

THE ADVANCED GROUP

The Advanced Group Australia is a multifaceted company providing a range of services, primarily focused on labour hire, recruitment, and workforce solutions across various industries. It is noted within their tender submission that they have recently launched a number of other services to their portfolios, such as Landscaping and garden design and maintenance. Due to the limited information provided to substantiate their technical capabilities in these areas, they may not possess the necessary knowledge and skills required for high-quality and efficient landscaping maintenance. Because of this they received a score in 'Technical Capability' of 2.0 (unsatisfactory response).

Additionally, they did not supply all the required information to support their tender submission, resulting in several non-weighted areas receiving less-than-satisfactory compliance ratings.



LANDSCAPING – MAINTENANCE WORKS CONTRACT

THE PLANT MANAGEMENT COMPANY

The Plant Management Company scored 7.0, demonstrating full compliance with the RFT requirements. They exhibited extensive site knowledge and technical capabilities, including staff qualifications, proposed plant and equipment, and a comprehensive scope covering turf care, pest management, horticultural works, and weed control. Their recent projects and contracts, including their role as the incumbent contractor for Hope Island Resort, are comparable to Sanctuary Cove, further demonstrating their ability to carry out the required contract works.

Due to limited financial information not, all financial tests could be completed, so the weighting was adjusted based on assessable data. The company shows profitability and efficient asset use, as evidenced by the profit margin and ROA. However, the liquidity ratio indicates a potential short-term financial strain, and the high debt to equity ratio points to significant leverage, which requires some degree of caution.

Initially over budget, their revised pricing with cost reductions and a tiered staff approach brought their proposal closer to the approved budget, but it still exceeded the budgeted amounts. In their revised proposal, they suggested cost reductions by adjusting vehicle and plant age and shortening payment terms to 14 days. They also proposed a tiered approach, starting with increasing staff levels to 16 to restore site conditions and then reducing to 14 staff for the remaining two years.

Recommendation

After a comprehensive evaluation of all submissions, it is recommended to award the landscaping contract to Landscape Solutions. Their initial submission was notably under budget and fully met all the requirements specified in the Request for Tender (RFT).

Furthermore, Landscape Solutions has successfully demonstrated their Technical Capability, Corporate Viability, and Management Skills throughout their submission. They have provided detailed evidence of their ability to deliver high-quality work, supported by a proven track record of successful projects. Their proposal includes a clear plan for meeting all project requirements efficiently, which underscores their readiness to undertake and complete the project to the highest standards.

Their proposal not only provided the best value for money but also thoroughly addressed all aspects of the new scope specifications. Landscape Solutions' offer is within the approved budget for the next three years, ensuring financial stability in this area.

Given these factors, Landscape Solutions stands out as the most capable and cost-effective choice for this contract.



STREET SWEEPING – MAINTENANCE WORKS CONTRACT

DISTRIBUTION: PBC	ATTACHMENTS:	DATE: AUG 2024
<p>MOTION THAT the Principal Body Corporate (PBC), noting the recommendations of the CSC, FSC and PBC EC agrees to award the PBC Street Sweeping works contract to Specialised Pavement Services Pty Ltd at a cost of \$93,243.15 (Inc GST) per annum, for the period commencing 1 November 2024 to 31 October 2027.</p> <p>FURTHER THAT the Principal Body Corporate (PBC), instructs its Members Nominee to the PTBC to vote in favour of the PTBC Street Sweeping contract being awarded to Specialised Pavement Services Pty Ltd at a cost of \$31,081.05 Inc GST per annum, for the period commencing 1 November 2024 to 31 October 2027.</p>		

Objective

To engage a street sweeping contractor to perform necessary street sweeping services within PBC/PTBC areas as specified in the maintenance contract, over a term of three (3) years.

Background

The incumbent contractor for street sweeping services is Specialised Pavement Services (SPS). The current contract, effective 1 November 2020, was originally set to conclude on 31 October 2023. However, due to the high standard of performance, quality, and service provided by SPS under the three (3) year Street Sweeping maintenance works agreement, an offer to extend the contract for an additional year was made.

In response to this extension offer, the General Manager of SPS submitted a proposal for a CPI-related rate increase, driven by substantial rises in operating costs, particularly in fuel and wages and was necessary to maintain the high service standards SPS has consistently delivered.

The Offer was accepted by the PBC EGM 28 September 2023 and PTBC EGM 26 October 2023

Tender Process

To ensure a competitive process and explore other options, Street Sweeping Expressions of Interest (EOI) were advertised in three (3) areas. This outreach resulted in two (2) responses:

- HFR Sweeping (HFR)
- Specialised Pavement Services (SPS), the incumbent contractor

Requests for Tender (RFT) were issued on 7 June 2024, and the tenders were subsequently opened on 9 July 2024, under the oversight of the CSC committee.

Financial Summary

Inc GST	Current	Budget 2024/2025
PBC	\$77,781.81	\$74,556.39
PTBC	\$25,927.27	\$29,517.89

Pre-Negotiated Submission



STREET SWEEPING – MAINTENANCE WORKS CONTRACT

HFR Sweeping

	Tender- Fixed Price	Growth % over existing contract
PBC	\$93,436.20	20.13%
PTBC	\$20,763.60	-19.92%
Total hours per week		16.5

SPS

	Tender- Fixed Price	Growth % over existing contract
PBC	\$102,567.47	31.87%
PTBC	\$34,189.38	31.87%
Total hours per week		15

Negotiated Price

**Refer to notes on page 3 for any scope adjustments, potential impacts on deliverables, timelines, or overall project quality.*

HFR Sweeping

	Tender- Fixed Price	Growth % over existing contract
PBC	\$93,436.20	20.13%
PTBC	\$20,763.60	-19.92%
Total hours per week		16.5

SPS

	Tender- Fixed Price	Growth % over existing contract
PBC	\$93,243.15	19.88%
PTBC	\$31,081.05	19.88%
Total hours per week		13.5



STREET SWEEPING – MAINTENANCE WORKS CONTRACT

Tender Evaluation

Overall rankings

*Cell highlighted in red, indicates the fixed price is within the 2024/2024 budget parameters.

Tenderer - Street Sweeping	Fixed price PBC	Fixed price PTBC	Total Tender price	PBC - Growth over existing Contract \$	PBC - Growth over existing Contract %	PTBC - Growth over existing contract \$	PTBC - Growth over existing contract %	Total Score
HFR Sweeping	\$93,436.20	\$20,763.60	\$114,199.80	\$15,654.39	20.13%	-\$5,163.67	-19.92%	9.04
SPS	\$102,567.47	\$34,189.38	\$136,756.85	\$24,785.66	31.87%	\$8,262.11	31.87%	9.01

Negotiated Price

Tenderer - Street Sweeping	Hours	Fixed price PBC	Fixed price PTBC	Total Tender price	PBC - Growth over existing Contract \$	PBC - Growth over existing Contract %	PTBC - Growth over existing contract \$	PTBC - Growth over existing contract %
HFR Sweeping	16.5	\$93,436.20	\$20,763.60	\$114,199.80	\$15,654.39	20.13%	-\$5,163.67	-19.92%
SPS	13.5	\$93,243.15	\$31,081.05	\$124,324.20	\$15,461.34	19.88%	\$5,153.78	19.88%

HFR Sweeping – Negotiation response

From past experience, our business is built on excellence in our relationships with our major clients – and not just price. Our tender was based on an hourly rate of \$121 ex GST per hour. Last time I checked the market rate was over \$24 more per hour. We don't charge for waste disposal and absorb that cost. I saw an invoice from a competitor only yesterday charging \$88 per visit for waste disposal. We don't even charge extra for weekend work, emergency callouts, fuel surcharges and extra sweeps when the seasons demand. Our goal is for the Cove to be looking great – simple. And the residents we both know expect the same. I acknowledge you have a budget but, as you can appreciate, our price is as low as we can go.



STREET SWEEPING – MAINTENANCE WORKS CONTRACT

Specialised Pavement Services – Negotiation response

From a pricing point of view SPS believe clause 2.6 – Expertise & Personnel could be removed without a reduction in quality to provide cost savings. The note of “minimum of 5 hours” in this clause means even in the event SPS can deliver the required scope of works to the required quality in a shorter time period SPS still have to allow for 5 hours of time. This clause does not incentivise the contractor to complete the works in the most efficient manner, rather just ensures each contractor allows for 15 hours per week to complete the works. SPS utilising new equipment & highly trained staff believe that we can complete the works more efficiently (compared to that of a competitor using older equipment). SPS believe that as an average across the week we would be able to complete the works in 13.5 hours opposed to the 15 hours currently allowed for. By removing this clause SPS would be able to reduce our overall services cost to \$124,324.20 (INC GST).

PBC – \$93,243.15 (INC GST)

PTBC - \$31,081.05 (INC GST)

From a scope of works perspective and reduction in overall road length or frequency will reduce the cost. SPS would be happy to work with Sanctuary Cove Body Corporate with regards to this, input would be required from the Body Corporate as to which roads and frequencies should be reduced.



STREET SWEEPING – MAINTENANCE WORKS CONTRACT

Data analysis

Analysis of Street Sweeping Tender for PTBC/PBC - Commencing Nov 2024				
Criteria	Weight		HFR Sweeping	SPS
Compliance with RFT	5.00%	Score	5.5	8.0
		Weighted Score	0.275	0.4
Past Performance	10.00%	Score	8.5	8.3
		Weighted Score	0.85	0.825
Technical Capability	10.00%	Score	7.0	9.0
		Weighted Score	0.7	0.9
Corporate Viability	5.00%	Score	3.81	7.15
		Weighted Score	0.19	0.36
Management Skills	5.00%	Score	4.5	8.0
		Weighted Score	0.225	0.4
Fleet/Equipment	5.00%	Score	5.5	8.5
		Weighted Score	0.275	0.425
		Total Non-Price Criteria	2.52	3.31
		Normalised Non-Price	7.61	10.00
Weighted Non-Price	40.00%		3.04	4.00
Weighted Price	60.00%	Final Tender	\$114,200	\$136,757
		Normalised Price	10.00	8.35
		Weighted Price	6.00	5.01
		Total Score	9.04	9.01
Compliance				
Tender Form Complete		Supplied	Yes	Yes
Insurance		Supplied	Yes	Yes
Materials Schedule	Item 1	Supplied	Yes	Yes
Machinery Schedule	Item 2	Supplied	Yes	Yes
Labour Schedule	Item 3	Supplied	Yes	Yes
Addendums		Acknowledged	N/A	N/A
Signed & Witnessed		Supplied	Yes	Yes
Financial Statements		Supplied	Yes	Yes
Company Structure		Supplied	Yes	Yes
Dun & Bradstreet/Illion Report		Supplied	Partial	Yes
Ass. Memberships		Supplied	N/A	N/A
Recent Projects		Supplied	Yes	Yes
References		Supplied	Yes	Yes
Corporate Viability				
Late Payment Risk				0.92%
Financial Strength			0	0
Credit Appraisal			2	2
Failure Risk			3.83%	0.05%
Industry average 10.28%. .32% Minimal, .36% Very Low, .59% Low, 1.3% Average, 2.24% Moderate, 4% High, 9.64% Very High, 26.03% Severe				
O = net worth undetermined				
1 = strong, 2 = good, 3 = fair, 4 = limited				
industry average 0.37%				



STREET SWEEPING – MAINTENANCE WORKS CONTRACT

Scoring Notes:

HFR Sweeping has demonstrated satisfactory compliance with the Request for Tender (RFT) requirements scoring a 5.5.

Pricing Notes:

- The contractor has confirmed they will provide more than the required 15 hours of service per the specifications.
- HFR will absorb all waste dumping charges, including those for road sanding residue.
- They will also complete nominal sweeping requests at no extra charge.
- HFR Sweeping has demonstrated strong technical capabilities through their extensive experience and knowledge from previous site engagements. The company operates a fleet of 17 vehicles, with 5 currently capable of completing these works and a 6th vehicle scheduled to be added to the fleet in late 2024.

References (past performance) scored an average of 8.5, with both references indicating strong performance and solid client relationships. However, administrative improvements were noted and reflected within their tender submission, which subsequently lowered their management score to 4.5, indicating marginal compliance.

On assessment of the financial ratios based on the information provided highlighted potential, significant financial and operational challenges and awarding the tender to them may pose considerable financial risks.

Risks:

- Liquidity Risk/Interest Coverage/Debt to Equity: The ratios indicate a risk of potential challenges to meet short-term obligations and debt servicing, increasing risk of financial distress and highly sensitive to any downturns in cashflows.
- Negative Profitability and ROA: Negative net income and negative operating profit margins, suggest that HFR is not currently generating sufficient income from its operations, raising concerns about its long-term sustainability.

Overall, HFR Sweeping presents a strong proposal with notable strengths in service provision and cost savings to the PBC/PTBC.

SPS scored highly with an average of 8.5, demonstrating exceeding compliance with the RFT by effectively demonstrating their technical, functional, and operational performance.

Pricing Notes:

- Utilises a modern sweeping fleet.
- Capable of providing power washing services.
- Committed to 15 hours of service per week.

SPS excelled in the management skills portion of the evaluation due to their comprehensive information on Work Health and Safety, Quality Assurance, Environmental Sustainability, and GPS Reporting. They also received strong endorsements from their references, who highlighted the company's experience as a key strength.



STREET SWEEPING – MAINTENANCE WORKS CONTRACT

Financial statements provided were missing a cashflow statement. On assessment of the financial ratios based on the information provided SPS suggest strength in liquidity, profitability, debt management and operational efficiency.

SPS has a large fleet with modern technology and have noted the inclusion of the new model Bucher Municipal V65T Sweeper if awarded the contract.

Recommendation

Award Contract to SPS

After a thorough evaluation of the tender submissions, it is recommended to award the three-year street sweeping maintenance contract to SPS at the negotiated lower price. This decision includes an amendment to Document B, Clause 2.6, reducing the required hours from 15 to 13.5.

SPS scored highly across all non-price criteria, demonstrating excellence in service quality, technical capability, and reliability. Their commitment to using a modern sweeping fleet, specifically the new model Bucher Municipal V65T Sweeper, demonstrates their commitment to utilising advanced equipment.

In addition to street sweeping, SPS can provide cleaning services, offering a more comprehensive and integrated approach to maintaining the resort's cleanliness and aesthetic appeal. This added capability enhances their value and aligns well with the resort's maintenance needs.

Mitigation of Financial Risks - There are significant financial risks and concerns regarding the long-term sustainability of HFR Sweeping. Given these potential issues, awarding the contract to HFR Sweeping could put at risk the quality and reliability of the services. SPS, has demonstrated financial reliability, making them a more secure and dependable choice.

Therefore, it is recommended to award the three-year street sweeping maintenance contract to SPS based on their high service offering, financial reliability, and overall value to the resort.



WASTE & RECYCLING – MAINTENANCE WORKS CONTRACT

DISTRIBUTION: PBC	ATTACHMENTS:	DATE: AUG 2024
MOTION THAT the Principal Body Corporate (PBC), noting the recommendations of the CSC, FSC and PBC EC agrees to award the PBC Waste & Recycling works contract to Cleanaway at a cost per annum of; Year 1- \$1,316,658.05 Inc GST Year 2- \$1,428,957.18 Inc GST Year 3- \$1,549,714.32 Inc GST for the period commencing 1 November 2024 to 31 October 2027.		

Objective

To engage a Waste and Recycling contractor to perform necessary services within PBC areas as specified in the maintenance contract, over a term of three (3) years.

Background

The current contract, effective 1 November 2019, was initially set to conclude on 31 October 2022. Due to Cleanaway's high standard of performance, quality, and service under the three-year Waste & Recycling maintenance works agreement, the contract was extended for an additional two (2) years.

Throughout this period, Cleanaway has consistently maintained high standards of service delivery. Although minor deficiencies have been noted, such as delays in notifying of service disruptions and providing monthly reports, the Facilities Services Manager has observed that Cleanaway strives to resolve issues immediately whenever feasible.

Overall, Cleanaway's services have exceeded expectation, with confidence that any issues will be promptly remedied. Their staff possess extensive knowledge of the site, further contributing to the quality of service provided.

Tender Process

To ensure a competitive process and explore other options, Waste & Recycling Expressions of Interest (EOI) were advertised in three (3) areas. This outreach resulted in three (3) responses:

- Veolia Australia & New Zealand (who subsequently declined based on truck lift type)
- Cleanaway (encumbent)
- JJ's Waste & Recycling

Requests for Tender (RFT) were issued on 7 June 2024, and the tenders were opened on 9 July 2024, under the oversight of the CSC committee.

Financial Summary



WASTE & RECYCLING – MAINTENANCE WORKS CONTRACT

Inc GST	Current	Budget 2024/2025
PBC	\$992,835.58	\$1,014,109.95

Pre-Negotiated Submission

Tenderer	Fixed Price	Growth over Existing Contract \$	Growth over existing contract %
Cleanaway	\$1,493,041.01	\$500,205.43	50.38%
JJ's Waste & Recycling*	\$1,484,296.13	\$491,460.55	49.50%

*Calculation includes estimated waste processing/disposal fees and cost to supply new bins as per submission

Negotiated Price Submission

CLEANAWAY

Provided a tiered pricing structure for a three-year term, resulting in a savings of \$176,000 in the first year compared to the original price submission. The contract sum is based on the details in Document D, Annexure 2, with no changes or impacts to the scope noted.

Cleanaway	Year 1	Year 2	Year 3
Fixed Price	\$1,316,658.05	\$1,428,957.18	\$1,549,714.32
Variance - Based on 2024/2025 budget	-\$302,548.10	-\$384,423.93	-\$473,845.07

JJ'S WASTE & RECYCLING

Propose the incorporation of a Rise and Fall mechanism within the Contract enabling the company to provide Sanctuary Cove Resort with the best possible price.

The price review mechanism also allows Sanctuary Cove to receive the benefit of any decrease in costs, which will not otherwise be captured if prices are fixed.

The proposed Rise and Fall formula allows JJ's Waste to accurately adjust the service rates for movement in actual costs on a quarterly basis in line with price fluctuations in fuel and CPI costs which is suitable for a Contract of this nature.

JJ Waste & Recycling propose adjusting service rates on an agreed formula which incorporates both a CPI and Fuel component, with adjustment made on a quarterly basis using base indexes and prices known at time of tender. This basis for adjustment allows the tendered rates to be based on today's prices and adjusts the rates thereafter in line with any movement in CPI and Fuel costs using reliable published indices and prices as summarised in the table below. The updated rates have been based on using this same price adjustment mechanism during the Contract term.

Component	Index / Price	Base Index/ Price	Applicable %
Other Costs	All Groups (Brisbane) ABS Index	139.2	94%
Fuel	Average Diesel Terminal Gate Price for Brisbane (excl. GST, less the current daily diesel fuel rebate published by the ATO)	\$1.3947	6%

Proposed Rise and Fall Formula



WASTE & RECYCLING – MAINTENANCE WORKS CONTRACT

The Contract Rates will be adjusted on the Commencement Date and thereafter quarterly on the first day of January, April, July and October, in each year of the Contract Term and any extension period (“Adjustment Date”).- $A = B \times (C \times (D/E)) + (F \times (G/H))$

Where:

- A = The Adjusted Service Fee;
- B = The Contract Rate as tendered;
- C = The component of the Contract Rates (expressed as a percentage) attributable to changes in the Consumer Price Index: All Groups (Brisbane) being: 94%
- D = The Consumer Price Index: All Groups (Brisbane) Index Number issued by the Australian Bureau of Statistics for the quarter immediately preceding the relevant Adjustment Date;
- E = The Consumer Price Index: All Groups (Brisbane) Index Number most recently issued by the Australian Bureau of Statistics prior to the Tender Closing Date (March 2024 Quarter);
- F = The Fuel component of the Contract Rates (expressed as a percentage) being: 6%
- G = The net average daily Terminal Gate Price (TGP) for Brisbane for diesel fuel for the quarter preceding the Adjustment Date, less the current daily diesel fuel rebate, applicable to the Contractor. The TGP for Brisbane for diesel fuel is the price so published on the Australian Institute of Petroleum's website www.aip.com.au
- H = The net average daily Terminal Gate Price (TGP) for Brisbane for diesel fuel, for the month prior the Tender Closing Date (June 2024), less the current daily diesel fuel rebate, applicable to the Contractor. The TGP for Brisbane for diesel fuel is the price so published on the Australian Institute of Petroleum's website www.aip.com.au

Waste Rebate

Queensland’s Government introduced a waste disposal levy, which commenced on 1 July 2019 and was given legislative effect through the Waste Reduction and Recycling Act 2011 and Waste Reduction and Recycling Regulation 2011.

As Queensland Government is committed to ensuring the levy had no direct impact on households, councils receive annual payments to offset the direct costs of the waste levy liability incurred on the disposal of household and some other municipal solid wastes. As Sanctuary Cove Resort is not covered by these council payments, Management can apply for assistance under the Household Waste payment scheme via the Queensland Rural and Industry Development Authority (QRIDA).

Please see below, rebate payments received for the past five (5)-years.

Year	Rebate Received
2024	\$109,084.71
2023	\$94,632.35
2022	\$81,475.46
2021	\$73,691.35
2020	\$69,984.35



WASTE & RECYCLING – MAINTENANCE WORKS CONTRACT

Tender Evaluation

Overall rankings

Tenderer - Waste & Recycling	Estimated - Waste processing/ disposal	Estimated - Supply of new bins	Fixed price PBC	Total estimate fixed price	Growth over Existing Contract \$	Growth over existing contract %	Staff No#	Total Score
Cleanaway		-	\$ 1,493,041.01	-	\$ 500,205.43	50.38%	9	9.81
JJs Waste & Recycling	\$ 389,550.20	\$ 100,052.23	\$ 994,693.70	\$ 1,484,296.13	\$ 491,460.55	49.50%	5	10.00

Notes:

JJ's Waste & recycling price of \$994,693.70 excludes disposal and processing fees. Disposal fees will be charged separately at the applicable rate provided under Item 1: Materials Schedule of Rates with any changes to these fees passed on directly at time of notification. Disposal/Processing costs for General Waste, Recycled Waste and Green Waste will be charged separately on the monthly invoice based on the actual number of tonnages collected plus an 8% administration fee.

The supply of bins at commencement will be either purchased off the encumbent or supplied brand new. If required to be supplied new by the Principal, the bin supply & delivery will be charged separately at the rates provided under Item 1: Materials Schedule of Rates. A reduced rate may be provided to the Principal for consideration if JJ's Waste & Recycling are able to buy the existing bin stock from the encumbent. The total cost for the initial outlay of new bins may be paid by the Principal as a lump sum at Commencement or as a monthly instalment over the three (3) year initial term of the Contract.

To ensure a fair evaluation of the tender price, the total number of bins was calculated by combining the figures from Document D – Annexure 2, the cost of new wheeled bins from JJ 's Waste & Recycling schedule of rates- prior to commencement, and the estimated waste and disposal costs.

Cleanaway have confirmed that the fixed price provided comprehensively covers all necessary requirements for the execution of the Work.



WASTE & RECYCLING – MAINTENANCE WORKS CONTRACT

Data analysis

Analysis of Waste & Recycling Tender for PBC - Commencing Nov 2024				
Criteria	Weight		Cleanaway	JJs Waste & Recycling
Compliance with RFT	5.00%	Score	6.0	3.5
		Weighted Score	0.30	0.18
Past Performance	10.00%	Score	7.0	9.1
		Weighted Score	0.7	0.91
Technical Capability	10.00%	Score	8.0	8.0
		Weighted Score	0.80	0.80
Corporate Viability	5.00%	Score	5.1	6.1
		Weighted Score	0.26	0.31
Management Skills	5.00%	Score	8.0	8.0
		Weighted Score	0.40	0.40
Materials/Schedule of Rates Price	5.00%	Score	6.0	5.5
		Weighted Score	0.30	0.28
		Total Non-Price Criteria	2.76	2.87
		Normalised Non-Price	9.62	10.00
Weighted Non-Price	40.00%		3.85	4.00
Weighted Price	60.00%	Final Tender	\$1,493,041	\$1,484,296
		Normalised Price	9.94	10.00
		Weighted Price	5.96	6.00
		Total Score	9.81	10.00
Compliance				
Tender Form Complete		Supplied	Yes	Yes
Insurance		Supplied	Yes	Yes
Materials Schedule	Item 1	Supplied	Yes	Yes
Machinery Schedule	Item 2	Supplied	Yes	Yes
Labour Schedule	Item 3	Supplied	Yes	Yes
Addendums		Acknowledged	N/A	N/A
Signed & Witnessed		Supplied	No	Yes
Financial Statements		Supplied	Yes	Yes
Company Structure		Supplied	Yes	Yes
Dun & Bradstreet/Illion Report		Supplied	Partial	Yes
Ass. Memberships		Supplied	Yes	Yes
Recent Projects		Supplied	Yes	Yes
References		Supplied	Yes	Yes
Corporate Viability			Equifax	
Late Payment Risk				1.54%
Financial Strength				5A
Credit Appraisal				1
Failure Risk				0.16%
Industry average 10.28% .32% Minimal, .36% Very Low, .59% Low, 1.3% Average, 2.24% Moderate, 4% High, 9.64% Very High, 26.03% Severe				
O = net worth undetermined, N= Negative Tangible network. Negative Balance of equity after deduction of tangibles, 4A=\$10,000,000-\$49,999,999 5A= \$50,000,000 and over				
1 = strong - Minimal Risk, 2 = good - Low Risk, 3 = fair- Moderate risk, 4 = limited- Severe Risk				
Industry average 0.37%				



WASTE & RECYCLING – MAINTENANCE WORKS CONTRACT

Scoring Notes:

CLEANAWAY

Cleanaway's tender submission meet the necessary requirements and demonstrated compliance with the specified criteria. Their response to the Request for Tender (RFT) was adequate, and they addressed compliance regarding fixed pricing effectively, notably, the inclusion of all necessary costs for the execution of the Work.

Reliability emerged as a significant strength for Cleanaway, as highlighted by both references provided. These references were from businesses comparable to that of Sanctuary Cove Resort. Additionally, Cleanaway demonstrated its technical capability by highlighting its experienced drivers, skilled runners, and a thorough knowledge of Sanctuary Cove. Compliance with requirements for plant, materials were also noted.

Cleanaway submitted consolidated financial statements of the group which did not include details on segment reporting. The group exhibits strong profitability and effective asset utilisation, with a solid ability to cover interest expenses but also noting its liquidity and operating cash flow ratios indicate potential short-term financial strain noting moderate debt level of the group is generally acceptable.

Cleanaway has offered a three-year tiered fixed price rate to support the PBC in managing the increase in costs. By providing this structure, it will enable the PBC to accurately budget/account for the entirety of the contract term.

Overall, Cleanaway's tender submission demonstrated compliance, technical capability, and reliability.

**Cleanaway included minor contract departures within their proposal, which will be negotiated at the relevant time if they are selected as the preferred tender.*

JJ'S WASTE & RECYCLING

JJ's Waste & Recycling demonstrated marginal compliance with the Request for Tender (RFT). Their fixed pricing did not encompass all associated costs, including the provision of bins, disposal fees, and waste processing charges. As a result, estimates have been allowed for to best evaluate their tender submission.

Despite this, JJ's Waste and Recycling received a high score of 9.1 for past performance. References highlighted the company's approachable nature, strong deliverables, and effective teamwork. This strong past performance indicates a reliable track record in delivering services.

In terms of corporate viability, JJ's Waste and Recycling, under the parent company J.J. Richards & Sons Pty Ltd, shows strong financial stability. The company has a robust liquidity position and a conservative debt level, which reflects its ability to meet short-term obligations effectively. Although the company has a lower profit margin, its EBITDA margin of 25% demonstrates strong profitability. Other financial ratios indicate a lower asset utilisation rate and limited interest coverage, which is generally acceptable given the capital-intensive nature of the business.

The overall contract price presented by JJ's Waste and Recycling could vary based on the bin supply method and total ongoing price. When asked about adjusting the contract price, they provided a cost calculation formula, making budgeting and forecasting difficult for the PBC due to variable rates.

Despite this, their materials schedule of rates was lower than competitors.



WASTE & RECYCLING – MAINTENANCE WORKS CONTRACT

Overall, JJ's Waste and Recycling's submission demonstrated strong technical capability and financial stability, though it demonstrated marginal compliance with the RFT and complexity in cost calculations.

**JJ's Waste & Recycling also included minor contract departures within their proposal, which will be negotiated at the relevant time if they are selected as the preferred tender.*

Recommendation

Award Contract to Cleanaway

Cleanaway's submission met all requirements and demonstrated strong compliance with the RFT. They provided a three-year tiered fixed price rate, ensuring financial predictability and enabling accurate budgeting for the contract term. Whereas JJ's Waste and Recycling showed marginal compliance with the RFT, and fixed pricing that did not cover all associated costs, complicating budgeting and forecasting.

Cleanaway's reliability is well-supported by strong references and their technical capability, including experienced staff and a commitment to sustainability.

Despite potential short-term financial strain indicated by liquidity and cash flow ratios, their overall financial stability is strong. Minor contract departures noted can be addressed during negotiations.

In conclusion, Cleanaway's clear pricing structure and demonstrated reliability make them the preferable choice for the contract.

Claim for Monies Owed

Distribution: PBC EGM	Attachments: 5	20240723
Motion: That the PBC considers the correspondence from the owner of Lot 8, Tristania (1008 Edgecliff Drive) requesting reimbursement of \$500.00 for the excess water charges (billing period 16/10/2023 - 30/01/2024), due to the destruction of a lot owners own irrigation sprinkler head located on PBC secondary thoroughfare.		

Reimbursement Recommendation

The decision regarding the reimbursement of \$500.00 for the excess/increase in charges noted on the water invoice for the period of 16/10/2023 - 30/01/2024 will be at the discretion of the PBC EGM Committee. The Committee must assess whether adequate reasoning and evidence have been provided to approve the reimbursement.

Details

On 17 July 2024, the owner of Lot 8 Tristania, located at 1008 Edgecliff Drive, requested reimbursement from the PTBC for increased water charges. The request is due to the destruction of an irrigation sprinkler head located on the PBC secondary thoroughfare and connected to the lot's irrigation system. The lot owner alleges that this damage was caused by the landscaping contractor's mower.

The resident has raised the following point of concern for consideration:

1. On the 28 November 2023, the lot owner's husband reported to body corporate Services that he had observed at approximately 4.30am, water was gushing out of the ground, in the lawn area in front 1008 Edgecliff Drive for approximately 3 minutes.
2. On the 30 November 2023 Body Corporate Services advised that the PBC 'maintenance guy' had attended the property and that they couldn't find any water leaks or broken waterheads.
3. It In late February 2024 the lot owner's husband observed water spurting out of the ground again at approximately 4.30am and reported the issue to the body corporate.
4. On 6 March 2024 the body corporate irrigation technician attended and turned on the PBC irrigation system and it appeared to be working fine. The owner's husband pointed out that the waster was coming out from under the edge of the lawn about 4 meters in front of their property. The owner's husband asked the body corporate technician to check the lot's own irrigation system and found water coming up from a smashed waterhead. It was at this time the lot owner's husband discovered that they also irrigated the PBC secondary throughfare nature strip.
5. On 3 May 2024 the water invoice for the next period of water consumption was received (billing period 30/01/2024 – 30/04/2024) and showed that water consumption had more than doubled during the period the water was being pumped

Claim for Monies Owed

out of a broken waterhead. The increase during that period was more than \$500 over normal.

Facilities Services (SCCSL) has provided the following response:

1. A works request was lodged within Assetfinda – WR#12248 on the 28 November 2023 noting broken sprinkler on the PBC nature strip. On 30 November 2023, the PBC irrigation technician attended to and identified a broken sprinkler on the PBC irrigation network outside of 1008 Edgecliff Drive. The technician subsequently repaired the sprinkler.
2. On the 26 February 2024, the PBC irrigation technician conducted an on-site assessment and testing of the PBC irrigation system, during which no leaks were identified. A visual inspection of the lot's own irrigation system revealed no damage to any sprinkler heads. Photographic evidence of the PBC irrigation system functioning correctly outside of 1008 Edgecliff Drive was provided to the owner via email along with information regarding the ownership of the recycled water.
3. On 6 March 2024, the PBC irrigation technician attended 1008 Edgecliff Drive and activated the PBC irrigation system for the lot owner's husband. As a courtesy, the technician also turned on the lot owner's irrigation system and discovered that it was installed on the PBC Secondary Thoroughfare. During this inspection, a leak from the lot owner's irrigation system was identified. The technician advised that it was unclear whether the leak originated from the sprinkler or the pipe and, since it was the lot owner's irrigation system, he was not authorised to perform repairs. At the request of the lot owner's husband, the technician turned off the lot's irrigation system on the PBC nature strip.
4. All irrigation systems located on the PBC Secondary Thoroughfare nature strip installed by the lot owner are to be maintained by the lot owner. This includes, but is not limited to, repairing any damage and ensuring that the irrigation system operates correctly.
5. The lot owner was not eligible to apply for water relief under the Water and Wastewater Leakage Relief Policy. According to the policy, relief from water consumption charges is not considered if the water loss or leakage occurs from plumbing/water pipes servicing property irrigation or sprinkler systems, swimming pools, spas, ponds, or other water features.
6. No evidence was provided to support the claim, that the destruction of the sprinkler head had occurred by the landscaping contractor.

Claim for Monies Owed

Supporting Documentation

1. Claim for Monies Owed Form 23 for \$500.00
2. Claim for Monies Owed Full Account and Description
3. Photo of irrigation sprinkler with leak
4. Water invoice for 1008 Edgecliff Drive for billing period 30/01/2024 to 30/04/2024
5. Water invoice for 1008 Edgecliff Drive for billing period 16/10/2023 to 30/01/2024

Claim for monies owed.

Water Bill refund – [REDACTED]

Details of Claim

This claim relates to the destruction of a waterhead incorporated in the watering system on common property, however, connected to my own home. This resulted in a \$500 increase in my water charges for the relevant period.

History

1. On the 28/11/23 I reported to Body Corporate Services that water was gushing out of the ground in the lawn area in front of my property. This occurred at about 4.30am in the morning and for a duration of about 3 minutes.
2. On the 30/11/23 Body Corporate Services advised me that they had sent their maintenance guy to the front of my property and that he couldn't find any water leaks or broken waterheads.
3. In late February 24 I observed the water spurting out of the ground again, at about the same time 4.30am (I just happened to be up then) and I reported the issue once again the Body Corporate Services.
4. On the 6/3/24 the Body Corporate's water system maintenance guy (Travis) came to see me again. On this occasion he once again switched on the common property watering system and showed me it appeared to be working fine. I pointed out that the gush of water was coming out from the edge of the lawn about 4 meters in front of my property. We could not find it. I asked Travis to then check my own watering system. He did this, and when Zone 4 switched on, a large spur of water came up from the ground from a smashed waterhead. It was at this time we discovered that not only did body corporate have their watering system in the front lawn area (common property) but so did I. Travis marked the broken head with a small flag. We observed that the waterhead had been chopped off by a lawn mower. I asked him to switch off this Zone 4 immediately, and it remains off to this day. I had no idea that I was paying to water the front lawn, all this time, as well as the body corporate watering it with a duplicated system.
5. On the 3/5/24 I finally received an invoice for the next period of water consumption which is what I needed to show that the water consumption more than doubled during the period the water was being pumped out of a broken waterhead. The increase during that period was more than \$500 over normal (see water bill).

Since then, I have been asking for a refund of that wasted water as a direct result of my watering head on common property being chopped off by the lawn mower. Note: I do not mow these lawns, the body corporate does. It's their land.

I will no longer switch on this zone, and I see no point in fixing the waterhead, which would be yet another cost to the body corporate. I simply want my money back from the damage caused – lost water.

My claim is for \$500

NOTE: This is not a claim for water lost on my own property, I just happened to be unwittingly paying for water lost on common property. This is a claim for a waterhead broken by grounds maintenance that has now cost me money and is defined by the significant and calculatable change in the water charges for the relevant period.



WATER BILL

TAX INVOICE
ABN 19 796 870 713

Date of Invoice 5 February 2024
Supply for 106 Days
Account No [REDACTED]

Supply Address
Lot 8/Unit 1008 Sanctuary Cove Principal G.T.P. 202
C/- Sanctuary Cove Principal
PO Box 15
Sanctuary Cove QLD 4212

Ms L Winfield
[REDACTED]
SANCTUARY COVE QLD 4212

Amount Payable \$1,009.70
Payment Required by 21/02/24

Meter Number	Readings	16/10/23		30/01/24	
		16/10/23	30/01/24	16/10/23	30/01/24
19W045378 Potable Water 4.71700 (No GST)		1226	1348		
19W045378W Waste Water 3.55950 (No GST)		1226	1348		

Tariff	kL	Net Amount
PWTR	122	575.47
WWTR	122	434.26

Security Deposit Held Nil

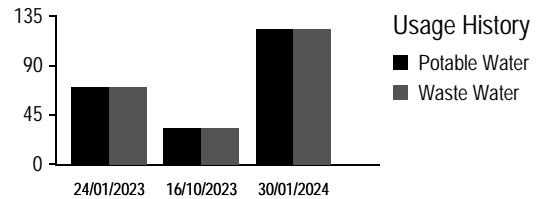
GST on \$0.00 0.00
Less Cents Adjustment 0.03
Total Current Charges 1009.70

If payment has been made in the last few days please disregard amount overdue from last bill
DIRECT DEBIT AUTHORITY SET UP - DO NOT PAY

Amount from last bill 0.00
Amount Payable **\$1,009.70**

Usage	Days	Total kL	Daily Average
This Bill	106	244	2
Last Bill	80	66	1

Last Payment: 01/11/23 \$273.10



Payment Options

	Tel: 1300 552 311 Ref: 1539 5827 3	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratamax.com.au Ref: 1539 5827 3	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 1539 5827 3	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Billcode: 74625 Ref: 1539 5827 3	BPAY: Contact your participating financial institution to make a payment from your cheque or savings account using BPAY.	
	Billpay Code: 3599 Ref: 1539 5827 3	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1539 5827 3	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 1539 5827 3 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

1539 5827 3

Amount

\$1,009.70

Due Date

21 Feb 24

PO Box 15
E202/02135008

Lot 8/1008

Ms L Winfield
[REDACTED]
SANCTUARY COVE QLD 4212



*3599 153958273

Water meter readings

Water charges issued to Owners by Sanctuary Cove Principal Body Corporate (PBC) are calculated from the meter readings by Sanctuary Cove Body Corporate Services (SCBCS) during site-wide meter reads in April, July, October and January each year. Verification reads and Quality Assurance checks are conducted to ensure that the PBC issues bills based on correct meter reads. The PBC issues Owners with water bills four times a year, generally in May, August, November and February. All Owners have the responsibility of paying for water used as per the meter readings within their property.

Your water charges

It is important to note that there are two separate charges for water. Drinking water (potable water) is charged at the current local government (Gold Coast City Council) rate and waste water (a service charge for connection to the city's sewerage transportation and treatment system) is also charged at the current local government (Gold Coast City Council) rate. Within Sanctuary Cove, these rates are both charged per kilolitre of water consumed, as determined by the read on your water meter. The rates for water from the most recent billing period are:

BILLING PERIOD	SERVICE PROVIDER	POTABLE WATER	WASTE WATER
16/10/2023 to 30/01/2024	GCCC	\$4.717 per KL	\$3.5595 per KL (\$5.09 per KL less the discharge allowance of 30%)

Disputing your water charge

If you are concerned that your water meter read is inaccurate we provide the following recommendations:

1. Check your meter

- Your water meter is generally located at the front of your property, usually to the left or right front boundary. Please contact SCBCS on (07) 5500 3333 if you are unable to locate your meter and we will be happy to assist you.
- Does the read match (i.e. close to or slightly more than) the read provided by SCBCS? If yes, please continue to follow the next steps. If no, please contact SCBCS.
- Visit www.stratamax.com.au and use your StrataMax Owners Portal account to log onto your residential body corporate. Under 'Water Information' you will find information on how to read your meter and a free template to keep track of your meter reads. For further information on how to setup or access your StrataMax Owners Portal visit the FAQ: <https://www.stratamax.com.au/Portal/FAQ>

2. Test for leaks

- See the *Water Fact Sheet* (www.stratamax.com.au) for instructions on how to check your property for leaks.
- You may wish to arrange a certified plumber to inspect your property for a water leak. Owners are responsible for the maintenance and repair of all water and irrigation pipes on their lot, including the water meter.
- The PBC will consider a rebate of your water bill under their Water and Wastewater Leakage Relief Policy if you are able to produce a plumber's certificate stating that there is an eligible leak within your property, and a plumber's invoice demonstrating that the concealed leak has been rectified within two weeks of receiving correspondence from SCBCS or www.stratamax.com.au
- A Form 10 Water Relief Application is available for completion either from SCBCS or www.stratamax.com.au

3. Have the meter tested for accuracy

- Each owner is responsible for the maintenance of their water meter. If you believe your meter is not functioning correctly, please employ a plumber to assess and rectify as required.
- If your meter is found to be faulty and is replaced, the PBC will consider a rebate under their Faulty Meter Relief Policy. A plumber's certificate must be provided, detailing the testing and confirming that your property meter is over reading. The plumber's invoice must verify that the faulty meter was rectified within two weeks of receiving correspondence from SCBCS. Additional conditions apply.
- A Form 10 Water Relief Application is available for completion either from SCBCS or www.stratamax.com.au

4. Lodging an enquiry

- Please forward all queries to SCBCS by email to enquires@scove.com.au or phone (07) 5500 3333.

Water saving initiatives

The PBC provides the following recommendations on how to reduce your bill in the future:

- Keep a record of your own water reads and check for consistency in usage.
- Turn off unnecessary irrigation systems.
- Check for leaks in irrigation and water reticulation systems.
- Fix seals on dripping taps and toilets.
- Check pools and water tanks for faulty valves.

Significant savings can be made around the house and gardens, the following websites contain practical and relevant information on how to implement some great water saving initiatives in your home.

www.stratamax.com.au	www.gccc.com.au	https://www.qld.gov.au/environment/water/use/
The PBC Community Portal and select Water.	The Gold Coast City Council is the upstream provider for the PBC and the supplier to the Gold Coast Region.	Queensland Government using water wisely.



WATER BILL

TAX INVOICE
ABN 19 796 870 713

Date of Invoice 3 May 2024
Supply for 91 Days
Account No [REDACTED]

Supply Address
Lot 8/Unit 1008 Sanctuary Cove Principal G.T.P. 202
C/- Sanctuary Cove Principal
PO Box 15
Sanctuary Cove QLD 4212

Ms L Winfield
[REDACTED]
SANCTUARY COVE QLD 4212

Amount Payable \$455.20
Payment Required by 19/05/24

Meter Number	Readings	Tariff	kL	Net Amount
19W045378 Potable Water 4.71700 (No GST)	1348	PWTR	55	259.44
19W045378W Waste Water 3.55950 (No GST)	1348	WWTR	55	195.77

Security Deposit Held Nil

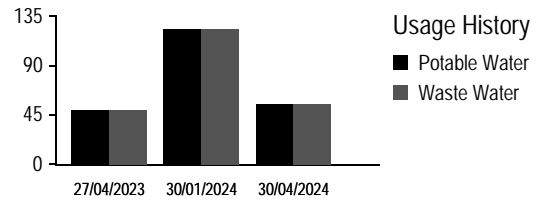
GST on \$0.00 0.00
Less Cents Adjustment 0.01
Total Current Charges 455.20

If payment has been made in the last few days please disregard amount overdue from last bill
DIRECT DEBIT AUTHORITY SET UP - DO NOT PAY

Amount from last bill 0.00
Amount Payable \$455.20

Usage	Days	Total kL	Daily Average
This Bill	91	110	1
Last Bill	106	244	2

Last Payment: 19/02/24 \$1009.70



Payment Options

	Tel: 1300 552 311 Ref: 1539 5827 3	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratamax.com.au Ref: 1539 5827 3	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 1539 5827 3	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Billcode: 74625 Ref: 1539 5827 3	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.	
	Billpay Code: 3599 Ref: 1539 5827 3	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 1539 5827 3	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 1539 5827 3 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

1539 5827 3

Amount Due Date
\$455.20 19 May 24

PO Box 15
E202/02135008 Lot 8/1008

Ms L Winfield
[REDACTED]
SANCTUARY COVE QLD 4212



*3599 153958273

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2. Test for leaks

- See the *Water Fact Sheet* (www.stratamax.com.au) for instructions on how to check your property for leaks.
- You may wish to arrange a certified plumber to inspect your property for a water leak. Owners are responsible for the maintenance and repair of all water and irrigation pipes on their lot, including the water meter.
- The PBC will consider a rebate of your water bill under their Water and Wastewater Leakage Relief Policy if you are able to produce a plumber's certificate stating that there is an eligible leak within your property, and a plumber's invoice demonstrating that the concealed leak has been rectified within two weeks of receiving correspondence from SCBCS or www.stratamax.com.au
- A Form 10 Water Relief Application is available for completion either from SCBCS or www.stratamax.com.au

3. Have the meter tested for accuracy

- Each owner is responsible for the maintenance of their water meter. If you believe your meter is not functioning correctly, please employ a plumber to assess and rectify as required.
- If your meter is found to be faulty and is replaced, the PBC will consider a rebate under their Faulty Meter Relief Policy. A plumber's certificate must be provided, detailing the testing and confirming that your property meter is over reading. The plumber's invoice must verify that the faulty meter was rectified within two weeks of receiving correspondence from SCBCS. Additional conditions apply.
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Water saving initiatives

The PBC provides the following recommendations on how to reduce your bill in the future:

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The PBC Community Portal and select Water.	The Gold Coast City Council is the upstream provider for the PBC and the supplier to the Gold Coast Region.	Queensland Government using water wisely.

From: [Eliza Court](#)
To:
Subject: RE: 1008 Edgecliff Drive RE: StrataMax Report
Date: Monday, 11 March 2024 10:36:26 AM
Attachments: [image002.png](#)
[image003.png](#)
[Form 10 - Request for Water Relief .pdf](#)

Good Morning Mark,

Below is update on our system received from the body corporate irrigation technician from when he attended 1008 Edgecliff Drive on 6 March 2024.

06/03/2024 TB

Owner asked if I could check the irrigation on nature strip again. I turned on the body corporate irrigation and it showed to be running ok with no issues. Owner asked if I could turn his irrigation system on. As a courtesy I turned on the irrigation for 1008 Edgecliff Drive noting the controller was set for Tuesday, Thursday & Saturday for 6 minutes per station. Station 4 of owner's controller showed irrigation placed on the body corporate nature strip and a leak observed at a sprinkler on the body corporate nature strip. Unknown if leak is from sprinkler or pipe however as leak is on owner's irrigation system no repaired complete also. At owner's request Station 4 on owner irrigation system was turned off.

Unfortunately leaks on irrigation systems are no eligible for Water Relief. Please find attached a Form 10 – Request for Water Relief with Section 3 Claim listing the non-eligible leaks including that of irrigation system leaks.

Thank you.

Kind Regards,

ELIZA COURT

Facilities Services Officer

Direct 07 5500 3314 | eliza.court@scove.com.au

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

This email and any files transmitted with it are subject to copyright, confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify us via telephone or email and delete this email and any attachments from your computer.

From:

Sent: Wednesday, March 6, 2024 1:57 PM

To: Eliza Court <eliza.court@scove.com.au>

Subject: RE: 1008 Edgecliff Drive RE: StrataMax Report

Hi Eliza,

I asked your water maintenance guy to look over my complete irrigation system to see if this was where I had a problem.

He just discovered that the fountain coming up from the ground on the front nature strip was not from the body corporate water but rather mine.

So, what I reported to you was correct. And this leak has cost me money.

Sadly, I was watering the front lawn with a busted pipe at my expense and the body corp was also water the same lawn at their expense.

So, I would like to claim the loss because of a broken fitting and pipe.

Can you arrange that.

Your guy will put this in writing.

Regards

Mark Winfield

From: Eliza Court <eliza.court@scove.com.au>

Sent: Tuesday, February 27, 2024 11:10 AM

To: 'comarco'

Subject: RE: 1008 Edgecliff Drive RE: StrataMax Report

Good Morning Mark,

The maintenance officer attended 1008 Edgecliff Drive today, 27 February 2024 and took the water meter read of 1364kl. This read is consistent with the read of 1348kl on the water invoice for 1008 Edgecliff Drive. Since 30 January 2024 (28 days) 16kl has been consumed at the property giving a daily average of 0.57kl. The daily average for the billing period 16 October 2023 to 30 January 2024 was 1.15kl.

Water consumption can vary depending on many factors and an untypical water consumption reading at a property will generally have 3 possible explanations:

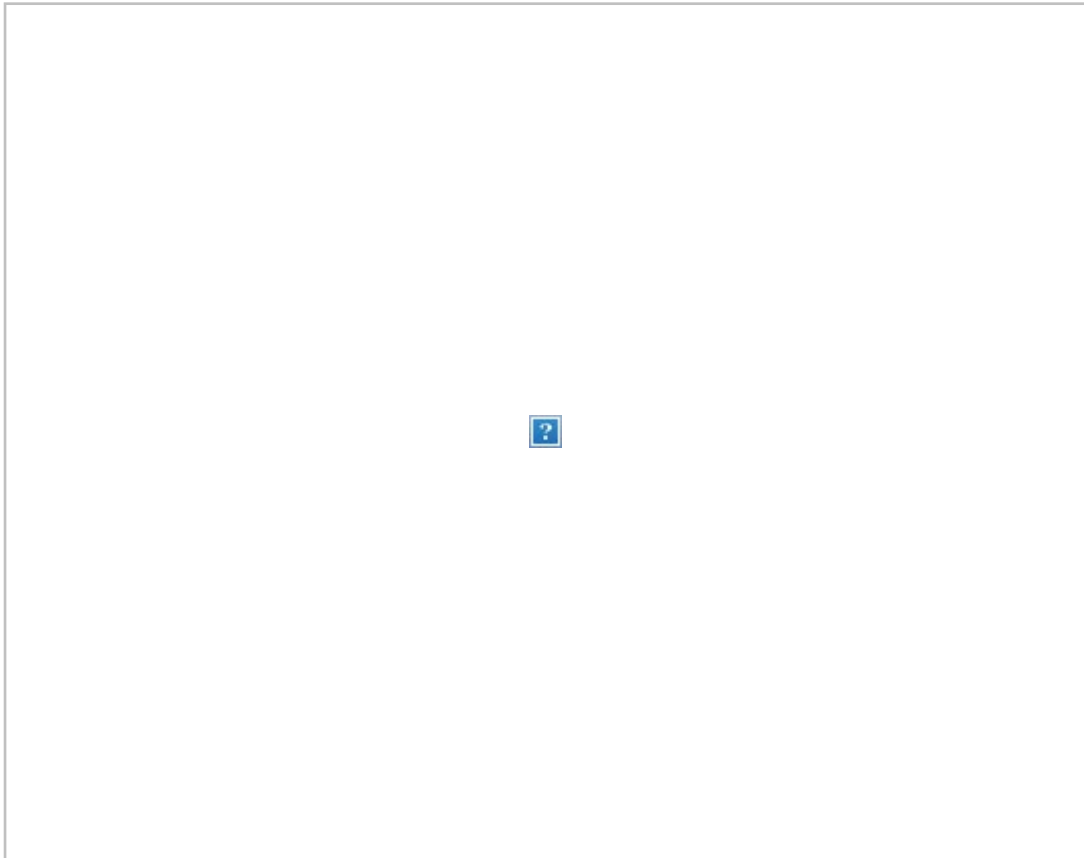
- (1) A change in the consumption habits eg renovations, filling up a pool, irrigation etc.
- (2) A water leak
- (3) A fault with the water meter

If the recent water meter reading taken was in excess of what would typically be expected for the property, you may wish to consider implementing the following initiatives:

- Check your meter
- Test for leaks via a licensed plumber
- Test your meter for accuracy
- Take regular weekly or monthly reads to quickly identify any increases in consumption
- Implement water saving initiatives

I have attached a Form 10 application for Water Relief. Please take the time to read it as it had details on how to read your water meter and water relief fundamentals. If you find there is a water leak or faulty water meter, please complete the Form 10 and send it back with the required documents including copy of the licenced plumber tax invoice and photos of the exposed leak. Once we have received the completed form, we will be able to assess the situation as per the water relief criteria.

Thank you.



Kind Regards,

ELIZA COURT

Facilities Services Officer

Direct 07 5500 3314 | eliza.court@scove.com.au

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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From: comarco

Sent: Monday, February 26, 2024 2:02 PM

To: Eliza Court <eliza.court@scove.com.au>

Subject: RE: 1008 Edgecliff Drive RE: StrataMax Report

Hi Eliza, my apologies. I thought this was a contributing factor.

Yes, please have the meter read to check correctness so we can move on.

Kind regards

Mark Winfield

Sent from my Galaxy

----- Original message -----

From: Eliza Court <eliza.court@scove.com.au>

Date: 26/2/24 1:47 pm (GMT+10:00)

To: 'comarco'

Subject: 1008 Edgecliff Drive RE: StrataMax Report

Good Afternoon Mark and Lyn,

Thank you for your email.

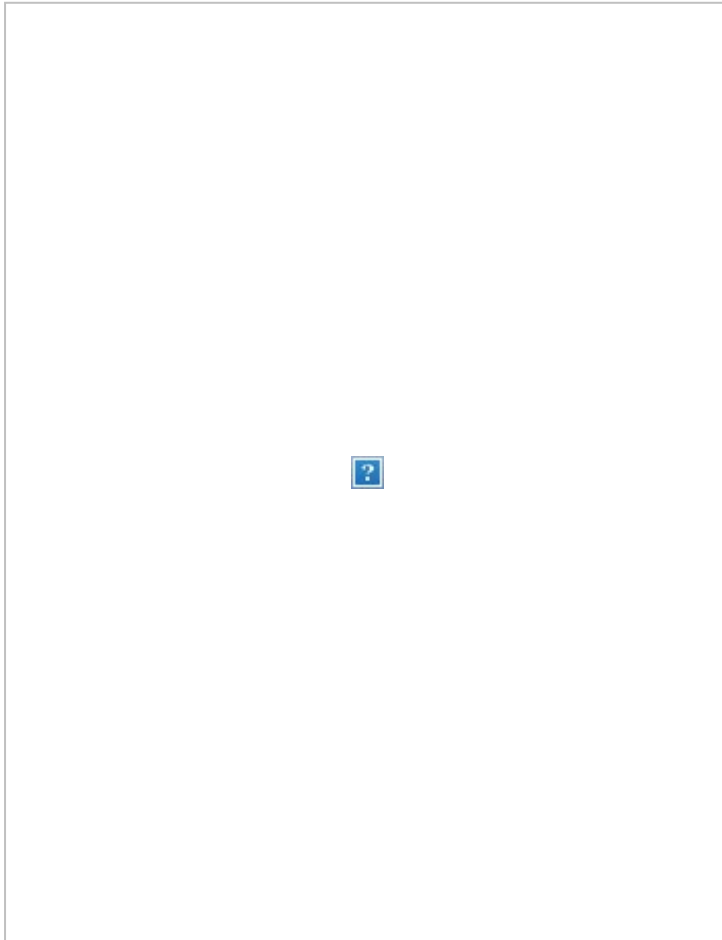
The irrigation sprinkler on the nature strip outside of 1008 Edgecliff Drive is part of the PBC irrigation system and uses recycled water – its water is not coming from the water meter inside your lot.

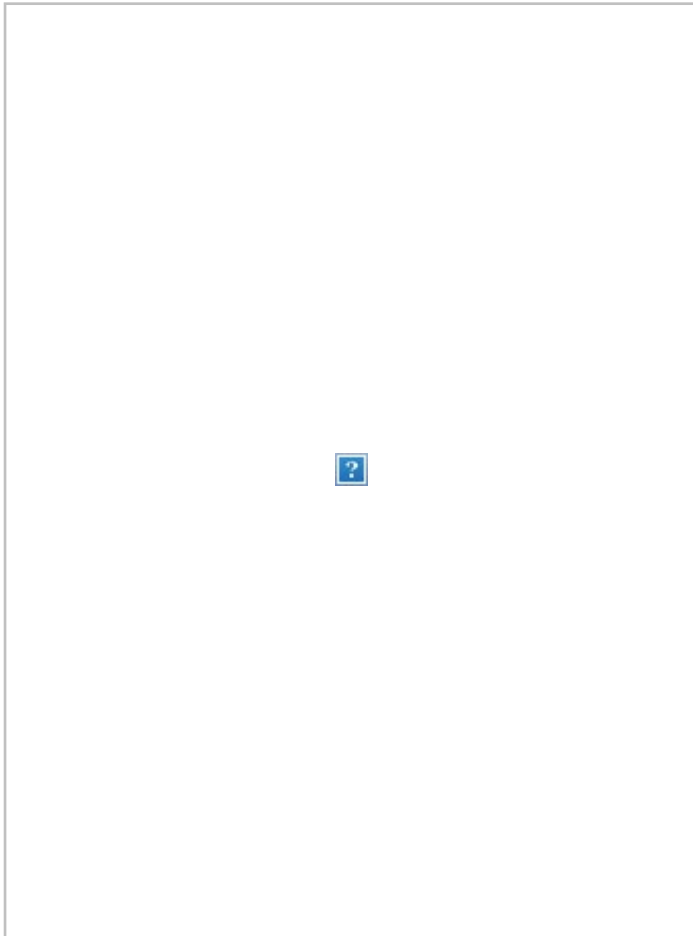
This irrigation sprinkler head you reported broken on 28/11/2023 as it was shooting water up into the air and the repair was completed on 30/11/2023.

Please see photos of the PBC irrigation system that was turn on today and includes the irrigation sprinkler on the nature strip outside of 1008 Edgecliff Drive.

Did you want me to arrange a read of the water meter at 1008 Edgecliff Drive to confirm if the read on the invoice is correct or if there is something happening with water at the property?

Thank you.





Kind Regards,

ELIZA COURT

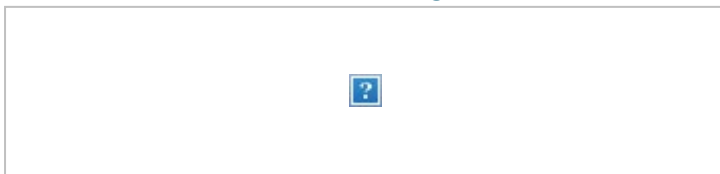
Facilities Services Officer

Direct 07 5500 3314 | eliza.court@scove.com.au

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



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From: comarco

Sent: Saturday, February 24, 2024 1:46 PM

To: Eliza Court <eliza.court@scove.com.au>

Subject: RE: StrataMax Report

Hi Eliza,

The reason our water bill has gone up 60% is because the water head in the front lawn is snapped off by your maintenance people and spews a fountain of water into the air early each morning.

I have asked you twice to fix this, as it does not belong to me and yet it uses my water. So far you

have not fixed it.

So, please fix it. And please refund me the 50% increase. We have been overseas for most of January so the bill should have been less not more.

This is important as I am in your hands on this.

Thank you

Mark and Lyn Winfield

Sent from my Galaxy

----- Original message -----

From: Eliza Court <eliza.court@scove.com.au>

Date: 23/2/24 3:09 pm (GMT+10:00)

To:

Subject: StrataMax Report

Please see attached report

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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Claim for Monies Owed

Building Units and Group Titles Act 1980

If you need help completing this form, please contact the Body Corporate Office on **07 5500 3333**.

Section 1 — Your Details							
Name and address of person who seeking money from a body corporate.	Name <u>Lynette Winfield</u>(Me/Us) Postal address <u>[REDACTED]</u> Suburb <u>Sanctuary Cove</u> State <u>Qld</u> Postcode <u>4212</u> Are you the Lot Owner: Y / N						
Section 2 — Lot Details							
Details of Lot	Lot Number <u>Lot 8</u> Body Corporate <u>Tristania</u> Property Address <u>[REDACTED]</u>						
Section 3 — Body Corporate Details							
Details of the Body Corporate who owes the money.	Body Corporate <u>Tristania RBC</u> Address .. <u>PO Box 15, Masthead Way, Sanctuary Cove, Qld, 4212</u>						
Section 4 — Claim							
Details of the basis of the Claim. (Claim)	What is the basis of the Claim against the body corporate. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><input type="checkbox"/> Missed Discount</td> <td style="width: 40%; border: 1px solid black; text-align: center;">\$</td> </tr> <tr> <td><input type="checkbox"/> Excessive Charges (other than levies)</td> <td style="border: 1px solid black; text-align: center;">\$</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other <u>Damaged water device - loss</u></td> <td style="border: 1px solid black; text-align: center;">\$ <u>500</u></td> </tr> </table> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Details (please use a separate sheet if necessary) <p>The body corporate's maintenace mowing crew broke the watering head on the common property (front lawn) and we were charged for the excess water used during the period it was broken. See full account and description.</p> </div>	<input type="checkbox"/> Missed Discount	\$	<input type="checkbox"/> Excessive Charges (other than levies)	\$	<input checked="" type="checkbox"/> Other <u>Damaged water device - loss</u>	\$ <u>500</u>
<input type="checkbox"/> Missed Discount	\$						
<input type="checkbox"/> Excessive Charges (other than levies)	\$						
<input checked="" type="checkbox"/> Other <u>Damaged water device - loss</u>	\$ <u>500</u>						
Section 5 — Authority							
Signed by the Applicant.	I/we acknowledge that: 1. I/We are seeking the approval of the body corporate to issue a credit for the amount of the Claim. 2. Charges may apply to this request for the Body Corporate to consider the Claim. 3. The Body Corporate has a right to seek full payment of any balance of the Outstanding Amounts due and payable excluding the Claim. 4. Full payment of the outstanding amount is required in order for the application to be considered. 5. The application will need to be tabled at the next Body Corporate committee meeting as SCBCS does not have authority to reinstate any amount without Committee approval. The next scheduled Committee meeting will be advised in writing on receipt of a completed application. Signature of Applicant/s <u>[Signature]</u> Dated: <u>8 / 7 / 2024</u>						
Section 6 — Contact							
Please send this Form, together with all supporting documentation, to: Sanctuary Cove Body Corporate Services PO Box 15, Sanctuary Cove, Qld, 4212 . If you have any questions, please email: enquiries@scove.com.au or phone 07 5500 3333							

Claim for Monies Owed

Distribution: PBC EGM	Attachments: 5	20240801
Motion: That the PBC considers the correspondence from the owner of Lot 4, Woodsia (2504 The Parkway) requesting reimbursement of \$1,267.00 for damages sustained when the owner fell due to a hole in the traffic island located at the corner of Olympic Drive and The Parkway.		

Reimbursement Recommendation

Approve the reimbursement of \$1,267.00 to the lot owner for the damages incurred. This approval is contingent upon the lot owner receiving and agreeing to the settlement documentation as recommended by the PBC's insurance representative and In-house counsel. This documentation is necessary to mitigate any further risk or exposure to the PBC in case the lot owner seeks additional compensation in the future.

Details

On 21 July 2024, the owner of Lot 4, Woodsia, Woodsia (2504 The Parkway), requested reimbursement from the PBC for replacement glasses, phone case and hat. The request is for the items as they were damaged when owner experienced a fall from a hole at the traffic island located on the corner of Olympic Drive and The Parkway.

The resident has raised the following point of concern for consideration:

1. On Saturday 20 July 2024 at approximately 1.45pm, lot owner Lisa Nylander tripped on a cut off metal pipe from the traffic island at the T-Junction of Olympic Drive and The Parkway.
2. The owner fell heavily on her left frontal region of head, left malar region of cheek and left wrist. Photos provided show the progression of 24 hours of her injuries along with the source of the accident.
3. The owner's sustained the following injuries in which her husband Dr Paul Nylander cared for on her return. Bruised left frontal region, bruised left cheek, evolved large peri-orbital haematoma, dazed with mild concussion and bruised left wrist.
4. The owner's prescription sunglasses were scratched across the lenses and were bent and damaged, her cap went missing and her phone screen protector and case were damaged.

Facilities Services (SCCSL) has provided the following response:

1. Hazard # ACT0221 raised in Safety Champion to eliminate the risk from the hole left from the street signpost, located on the traffic island at the T-Junction of Olympic Drive and The Parkway to be inspected.
2. Notification of incident provided to PBC Insurer.

Claim for Monies Owed

3. Works have been completed to eliminate the trip/fall risk on the traffic island.
4. Inspection of other traffic islands within the resort has been conducted to ensure they do not have the same issue.
5. Information was sought from the PBC's insurance representative and SCCSL in-house counsel to ensure that the recommendation to approve the reimbursement for damaged items will not expose the PBC to additional risk if the lot owner seeks further compensation at a later date.
 - Insurers representative response –
Important to ensure in all potential matters to limit the exposure (in this case to the replacement of the items only).
Recommendation – If approving include language such as 'this settlement offer is not an admission of liability in any way 'and such as 'this is full and final settlement of costs relating to this matter'.
 - In-house counsel response –
Would suggest entering into a short agreement 1 – 2 pages between PBC and Mr and Mrs Nylander covering some of the following terms:
 - *Explanation of event*
 - *Without admission of liability, the parties have agreed to fully and finally settle all matters arising out of or in connection with the "event" on the terms set out in the agreement*
 - *Payment to be made will reflect full and final settlement of all monies owed*
 - *How payment will be made and when*
 - *Release: i.e. that Mr and Mrs Nylander release and forever discharge the PBC, its members, agents, employees and successors from any liability past, present or future from all claims and proceedings arising out of or in connection with the "event"*
 - *Non disparagement/confidentiality clause*

Supporting Documentation

1. Claim for Monies Owed Form 23 for \$1,267.00
2. Lisa Nylander Fall Olympic Drive 20.07.2024 Cover Letter
3. Lisa's Injury and Documentation 21.07.2024-Pictures
4. Replacement Lulu Lemon Hat 23.07.2024 for \$49.00
5. Invoice HappyTel Phone Case and Free Screen Protector 26.07.2024 for \$25.00
6. Invoice for Mrs Lisa Nylander Glasses Sanctuary Cove Optical Original 10.10.2023
7. Letter from Sanctuary Cove Optical 24.07.2024
8. Invoice for Mrs Lisa Nylander Glasses Sanctuary Cove Optical Replacement 23.07.2024 for \$1,183.00
9. ACT0221 Safety Champion Action-Evidence-Report including rectification photos



Sanctuary Cove Community and Security Services Ltd | Facilities Services

Other (Resident reported) |

Action Details

Reference	ACT0221
Date Action was Identified	2024-07-20
Person Reporting the Action	Lisa NYLANDER
Date Reported	2024-07-22 (Australia/Brisbane)
Created by (Name)	Eliza Court
Created by (Username)	eliza.court@scove.com.au
Scheduled Close Date	2024-07-29
Person Responsible	Dave Manly
Person Responsible Email Contact	david.manly@scove.com.au
Generated By	Other (Resident reported)

Location	Olympic Drive / The Parkway T intersection middle island
Current Risk Rating	• Medium
Brief Overview	Hole where sign was caused resident to trip
Description of Action	Hole to be filled

Attachments

• No attachments uploaded

Signoff Information

Safety Champion Organisation / Workplace	Sanctuary Cove Community and Security Services Ltd Facilities Services
Due Date	2024-07-29
Completed Date	2024-07-22
Sign-off Date	2024-07-22
Sign-off by (Person)	David Manly
Sign-off by (Email)	david.manly@scove.com.au
What was done to close the Action ?	Holes were filled with sand and mortar on top to remove trip hazard
What hazard is best associated with the Action ?	Slip Trip Fall
What was the highest level of control achieved ?	Elimination
Action Severity	Low

Customised Details

Time spent to rectify Hazard	30 minutes
-------------------------------------	------------

Attachments

			
IMG_4225.HEIC	IMG_4228.HEIC	IMG_4235.HEIC	IMG_4236.HEIC

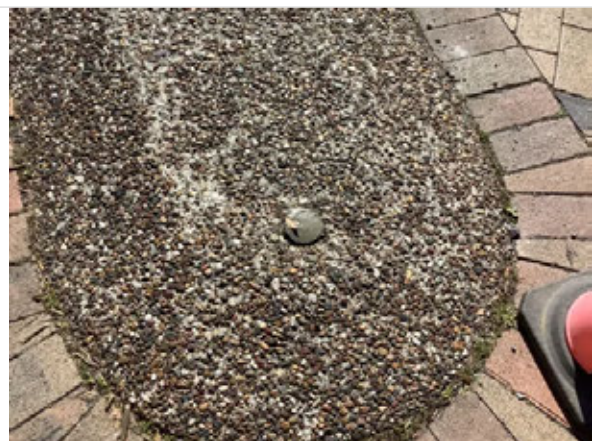
Task Image Appendix



Appendix B-1



Appendix B-2



Appendix B-3



Appendix B-4



24 July 2024

To whom it may concern,

Today Lisa presented her damaged glasses, which she purchased from us in October 2024.

Unfortunately, the glasses have been damaged beyond repair. Both lenses are badly scratched, and the frame has been bent out of shape. The frame has had a significant amount of force to the hinge resulting in the frame never being able to return to the correct alignment which is required for her multifocal prescription lenses.

If you have any questions, please feel free to contact us on PH:5514-8220.

Kind Regards,

A handwritten signature in black ink that reads "Michael Jackson".

Michael Jackson- Optometrist
Provider No: 235984ET

Sanctuary Cove Optical, 4a/2 Masthead Way, Sanctuary Cove 4212 t: (07) 5514 8220

Thank you for shopping at Happytel

www.happytel.com

Happytel return policy applies in addition to and does not affect your statutory or contractual rights.

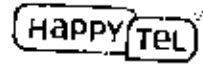
We do not have any legal obligation to offer exchange or refund if you change your mind.

We accept refunds or exchanges for faulty items returned to us within 28 days of purchase with original receipt or proof of purchase

For more information please visit our website at <https://happytel.com/terms-and-conditions>



Scan for special offers, and more information



Branch: Pacific Fair(710)
Phone: 0456 509 209
Happytel Retail Group Pty Ltd
ABN: 40 169 897 938

Tax Invoice (incl GST)

Operator: Jiwano
Workstation No: 1
Date: 26/07/24 13:27

Item	Qty	Price	Insc %	Ext
NSG000105111	1	25.00		25.00
HC IP 11 P CSD Neon Flower+K Cl. PS 13				
Total (incl GST) of \$				25.00

COMMONWEALTH BANK EFTPS
HAPPYTEL RETAIL GROUP
BROAD BEACH QLD
TERMINAL 97179400
REFERENCE 05/061

CUSTOMER COPY
CARD NO: 4940-2919(c)
EXPIRY DATE:
AID: A0000000031010
ATC:499 TYP:000000000
CSN:01 48AF7402FE806D4C
26 JUL 2024 13:27

CBA Credit
CREDIT
PURCHASE \$25.00
TOTAL AUE \$25.00

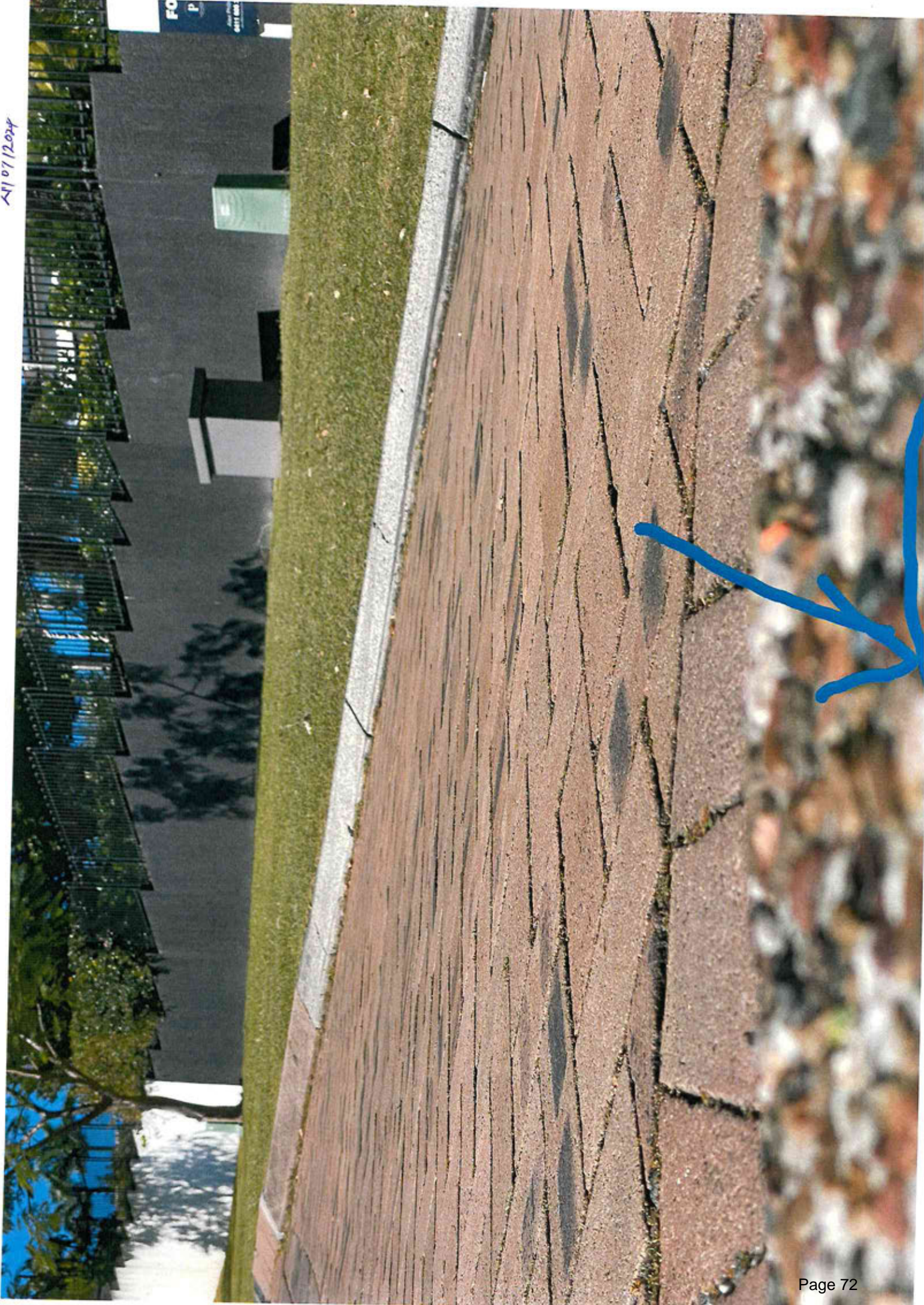
APPROVED ON
AUTH NO: 051069
POS REF NO:1170393132716
THANK YOU

Visa 25.00

21/07/2024



APR 07 2024



211071 2024

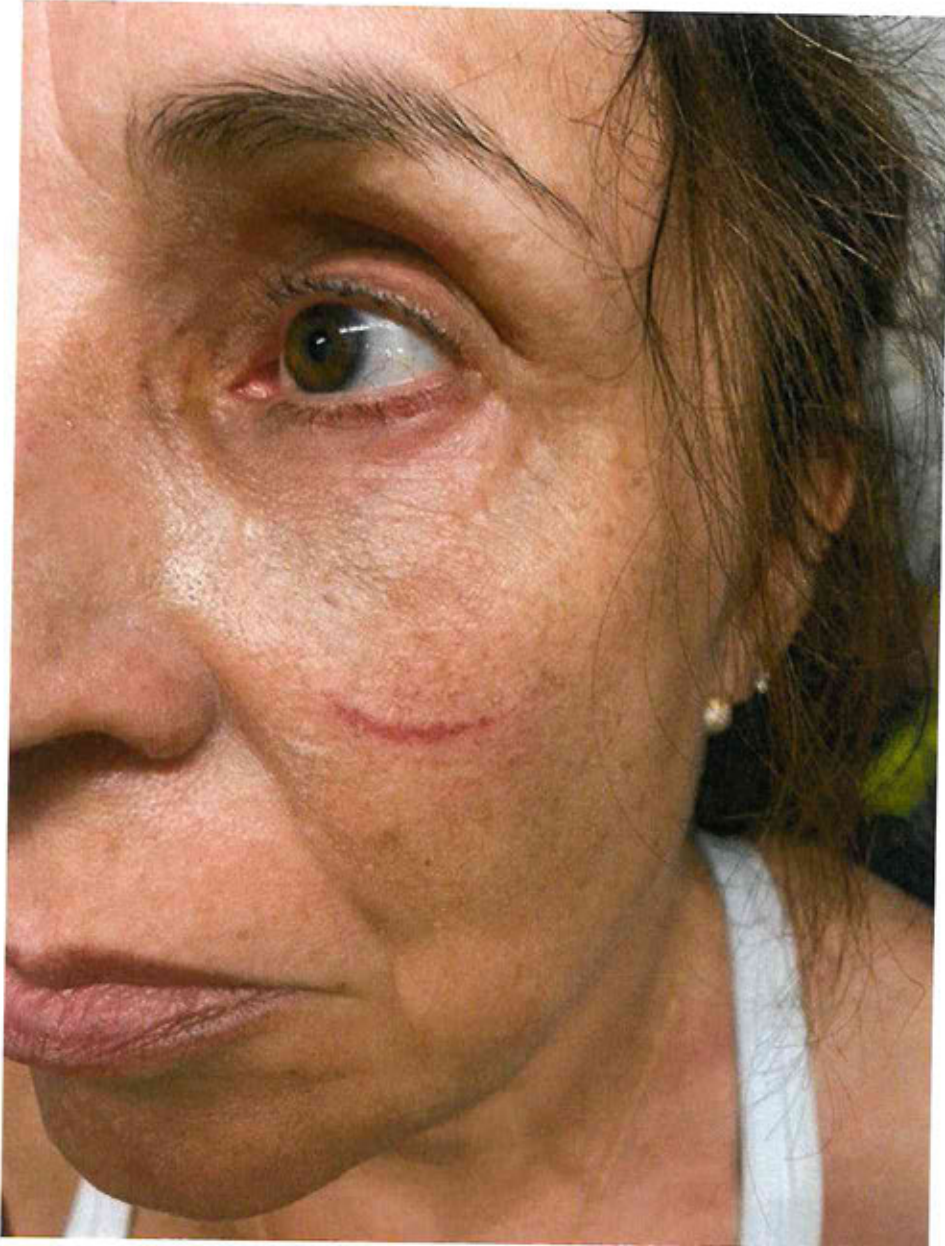


21/07/2024

4. 2. 1



20/07/2024





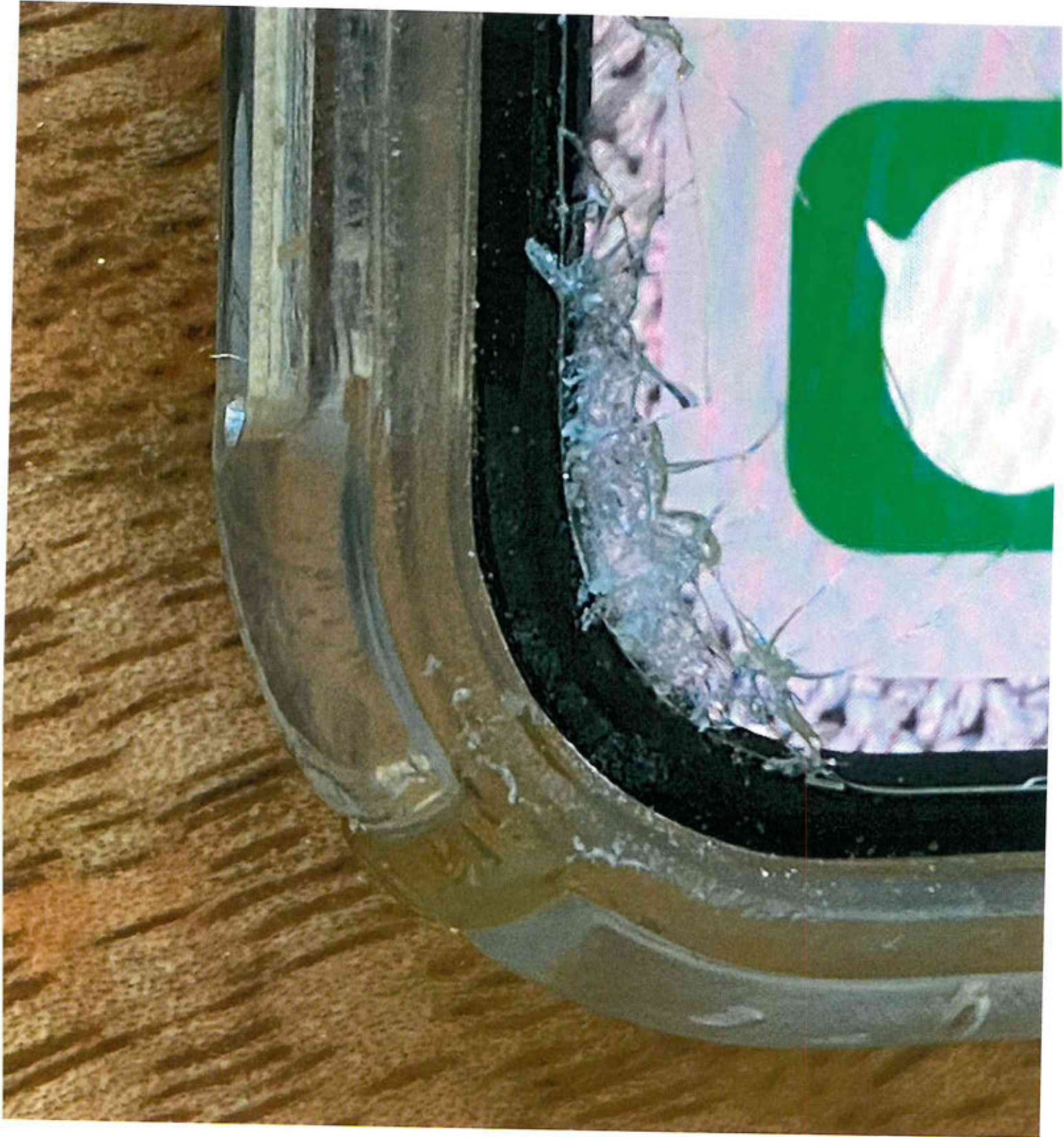
20/07/2024



20/07/2024



2/10/7/2024



20107/2004



20/07/2024

Ms Lisa Nylander RN BN
Assisted by Dr Paul Nylander B.Med.Sc MB.BS (Hons.) FRACGP

Hope Island. QLD. 4212
21st July 2024

Sanctuary Cove Body Corporate Services
1/1 Masthead Way
Hope Island. Qld. 4212

To whom it may concern,

Pre-amble: We have been residents of Sanctuary cove for over 5 years and will continue to live here, so do not want any acrimony. We have seen many changes in that time. With the growth in population, some maintenance and safety issues inevitably occur and are missed or prioritised. We believe that security and safety are an integral part of why we and others live here. Lisa has unfortunately been the victim of a safety defect on the traffic island at the corner of Olympic Drive and the Parkway. Additionally, we have noticed the absence of safe walking paths within the area that allow safe connection to shared walkways, which unfortunately are also not safe due to buggies, bikes, scooters and unevenness, particularly if you are walking, hearing impaired, have loss of proprioception, etc.

Lisa went out for a walk on Saturday 20th July 2024 alone. As part of that walk, she walked down Olympic Drive towards the Traffic Island and The Parkway T-Junction. She was walking on the grass verge as there were no paths. She crossed at what she thought was a safe place at approximately 1:45pm. This was where she could see all the traffic, the lower end of the traffic island. Unfortunately, there was a cut off metal pipe protruding just enough to trip her right foot up. She fell heavily on her left frontal region of head, left malar region of cheek and left wrist. We have included pictures showing the progression over 24 hours of her injuries and the source of the accident.

She rang me (Paul) and told me what had happened and decided to walk home. Later she rang security so they could cordon off the dangerous area for repairs and to prevent further injury.

I (Paul) have since seen the site of the accident and there is an island which does not stop corner cutting and the danger is as discussed above.

Physically Lisa sustained the following which I cared for her on her return:

- Bruising left frontal region
- Bruising left cheek
- Evolving large peri-orbital haematoma

- She was dazed and mildly concussed
- Bruised left wrist

Psychologically she has lost confidence in walking although she is a very fit 61 year old. A frail person would have sustained fractures of a serious nature in my opinion.

Financially, her expensive prescription sunglasses are scratched across the lenses and are bent and damaged, her cap went missing and her phone screen protector and case were damaged.

We revisited the scene today. The protection put out by security had been stolen and again her hat of sentimental value remained missing.

It concerns us that someone, presumably a resident, would take safety gear at a cost to all residents, from security and the hazard remains. We reported this to Security Charlie 1 (David Griffiths) both days. I (Paul) looked after Lisa who is still a little stunned and tired today 21st July 2024.

In terms of outcomes:

1. We would like the hazard removed and other hazards looked for and addressed. I'm sure you have a plan for this anyway.
2. We would like a plan for safe walkways within this area. Obviously, this is a long-term proposition. Ideally inter-connection would be great.
3. We would like for the appropriate body corporate to agree to pay for Lisa's glasses to be replaced, her phone to be repaired, and her hat replaced. I have attached receipts
4. We would also like to thank Security who really did their best.
5. We also thank you in advance for your review of this matter.

Yours Sincerely

Lisa Nylander

Paul Nylander- (Electronically signed)



Claim for Monies Owed

Building Units and Group Titles Act 1980

If you need help completing this form, please contact the Body Corporate Office on 07 5500 3333.

Section 1 — Your Details	
Name and address of person who seeking money from a body corporate.	Name <u>LISA NYLANDER</u> (Me/Us)
	Postal address <u>[REDACTED]</u>
	Suburb <u>HOPE ISLAND</u> State <u>QLD</u> Postcode <u>4212</u>
	Are you the Lot Owner <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N
Section 2 — Lot Details	
Details of Lot	Lot Number <u>4</u> Body Corporate <u>WOODSIA</u>
	Property Address <u>[REDACTED] HOPE IS. QLD 4212</u>
Section 3 — Body Corporate Details	
Details of the Body Corporate who owes the money.	Body Corporate <u>SANCTUARY COVE BODY CORPORATE SERVICES</u> Address <u>PO Box 15, Masthead Way, Sanctuary Cove, Qld, 4212</u>
Section 4 — Claim	
Details of the basis of the Claim. (Claim)	What is the basis of the Claim against the body corporate.
	<input type="checkbox"/> Missed Discount \$ <u>—</u> <input type="checkbox"/> Excessive Charges (other than levies) \$ <u>—</u> <input checked="" type="checkbox"/> Other <u>REPAIR GLASSES, PHONE + REPLACE CAP.</u> \$ <u>1257-00</u>
	Details (please use a separate sheet if necessary) <u>Accident sustained as per documentation already sent with invoices for glasses, phone and hat.</u>
Section 5 — Authority	
Signed by the Applicant.	<p>I/we acknowledge that:</p> <ol style="list-style-type: none"> 1. I/We are seeking the approval of the body corporate to issue a credit for the amount of the Claim. 2. Charges may apply to this request for the Body Corporate to consider the Claim. 3. The Body Corporate has a right to seek full payment of any balance of the Outstanding Amounts due and payable excluding the Claim. 4. Full payment of the outstanding amount is required in order for the application to be considered. 5. The application will need to be tabled at the next Body Corporate committee meeting as SCBCS does not have authority to reinstate any amount without Committee approval. The next scheduled Committee meeting will be advised in writing on receipt of a completed application. <p>Signature of Applicant/s <u>Lisa Nylander</u> Dated: <u>30/7/2024</u></p>
Section 6 — Contact	
Please send this Form, together with all supporting documentation, to: Sanctuary Cove Body Corporate Services PO Box 15, Sanctuary Cove, Qld, 4212. If you have any questions, please email: enquiries@scove.com.au or phone 07 5500 3333	

Sanctuary Cove Optical

4a/2 The Marine Village

Sanctuary Cove Q 4212

07 5514 8220

Mrs Lisa Nylander

Sanctuary Cove 4212

ABN : 31867396467

#P3443

Date :

10 October 2023

#A0024891

TAX INVOICE / RECEIPT

Item No	Description	Amount \$
110	Spectacle Frame *	519.00
512,612,622	Zeiss Multifocal Lenses: Polarised to Enhance Clarity	664.00
Provider: 235984ET - Dr Michael Jackson- Optometrist		Total Payable \$ 1183.00
Total includes GST of \$47.18		Patient Payment \$ -1183.00
* indicates taxable supply.		BALANCE OF THIS INVOICE \$ 0.00

Sanctuary Cove Optical

4a/2 The Marine Village
Sanctuary Cove Q 4212
07 5514 8220

Mrs Lisa Nylander

Sanctuary Cove 4212

ABN : 31867396467

#P3443

Date :

23 July 2024

#A0027575

TAX INVOICE / RECEIPT

Item No	Description	Amount \$
110	Spectacle Frame *	519.00
512,612,622	Zeiss Multifocal Lenses: Polarised to Enhance Clarity	674.00
632,652,672		0.00
	=====	0.00

Provider: 235984ET - Dr Michael Jackson- Optometrist

Total Payable \$

1193.00

Total includes GST of \$47.18

Patient Payment \$

-1193.00

* indicates taxable supply.

BALANCE OF THIS INVOICE \$

0.00


Paul Nylander

From: Lisa Nylander
Sent: Wednesday, 24 July 2024 3:08 PM
To: Paul Nylander
Subject: Fwd: Thanks for your lululemon order #AU03439998

Lisa Nylander
Sent from my iPhone

Begin forwarded message:

From: lululemon [REDACTED]
Date: 23 July 2024 at 17:59:10 AEST
To: Lisa Nylander [REDACTED]
Subject: Thanks for your lululemon order #AU03439998
Reply-To: lululemon [REDACTED] 015570-

 **ORDER ID: AU03439998**

THANKS FOR YOUR ORDER, LISA

You can expect your order to be on its way in 4-6 business days from when you placed your order. Please note we do not accept change-of-mind returns or exchanges on sale items/markdowns including products in our "We Made too Much" & "Boxing Day" categories. For our returns policy, please visit our returns section. One last thing, you might see a pre-authorisation charge on your PAYPAL, but don't sweat it - that charge will drop in 7-10 business days

ORDER DETAILS

ORDER ID:

AU03439998

ORDER DATE

JULY 23, 2024

SHIPPING

FREE EXPRESS SHIPPING

SHIPPING ADDRESS

LISA NYLANDER

[REDACTED]
WOODSIA

HOPE ISLAND, QLD 4212

ITEMS PURCHASED

**Classic Unisex Ball Cap**

\$49.00 AUD

Structured

36762

Size: S/M Qty: 1

150051429

Subtotal (1)	\$44.55 AUD
--------------	-------------

SHIPPING	FREE
----------	------

GST	\$4.45 AUD
-----	------------

Order Total	\$49.00 AUD
--------------------	--------------------

PAYPAL	\$49.00 AUD
--------	-------------

This email is intended as a tax invoice. ABN 45 110 186 233

Something not right? You can [cancel online](#) within 1 hour of ordering.

Trending Products



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OLYMPIC DRIVE – PAVING REPLACEMENT

DISTRIBUTION: PBC	ATTACHMENTS: 1	DATE: August 2024
<p>MOTION that the PBC EGM agrees to expend \$191,400 Inc. GST with a contingency of 10% in the amount of \$19,140 Inc. GST for the engagement of Smartstone for costs associated with the supply and installation of approximately 1450m² paving @ \$132.00 m² Inc GST, to allow for the replacement of road pavers on Olympic Drive. Funds to be expensed to Sinking Fund – Roads – 223191</p> <p>And further noted that, due to the specialised nature of the works and Smartstone's status as the preferred supplier for this type of project, only one (1) quote was obtained. The PBC approves reducing the required number of quotes from three (3) to one (1).</p>		

Objective

To replace damage road paving on Olympic Drive, due to the identification of areas of failure that have compromised the integrity and safety of the pavement. The current pavers will be replaced with concrete pavers as previously used across site.

Background

The pavers on Olympic Drive need replacement due to their age and noticeable deterioration. The surface has endured considerable wear and tear over the years, leading to cracked and uneven pavers, with jointing sand being washed out, creating safety hazards for pedestrians and diminishing the area's visual appeal. Furthermore, a substantial section of the road has already been replaced following a major water leak in June 2022.

Please see below images/ examples of failed road pavers.





OLYMPIC DRIVE – PAVING REPLACEMENT



To ensure a comprehensive and efficient restoration, the paving works will be carried out simultaneously with the kerbing works. This coordinated effort will help minimise disruptions to resident within this area.

Pricing

As noted in the November 2019 PBC EGM minutes, the tender process for this project was unsuccessful due to significant variations in price and scope among the two submissions received, compounded by the unavailability of the current clay pavers.

The original submissions, inclusive of GST, were as follows:

- Smartstone: \$114.40/m²
- DGM Paving: \$330.00/m²

Smarstone has indicated that an increase in the m² rate is necessary due to various factors, including rising costs in materials and labour. They have proposed a new rate of \$132.00 Inc GST.

Smarstone has kept their m² rate unchanged since 2019, demonstrating their commitment to competitive pricing. Despite this increase, their proposed rate is still 60% lower than the rate offered by DGM in 2022, suggesting that seeking additional quotations is unlikely to result in a better outcome.

In light of these considerations, it is recommended that Smarstone be awarded the contract. Their demonstrated commitment to competitive pricing, coupled with their expertise and consistent delivery of high-quality results, makes them the most suitable choice for this project.

Attachments

1. QUOTE- 07th August 2024 – Smartstone
2. QUOTE4737 – DGM 2022



OLYMPIC DRIVE – PAVING REPLACEMENT



ABN 18 115 203 257

Sanctuary Cove Principal Body Corporate
Masthead Way
Sanctuary Cove.
Qld 4212

7th August, 2024.

ATT: Shanyn Fox

Re: Re-paving Olympic Drive

Shanyn,

Further to my recent e-mail outlining the need to replace the pavers on the above road we have worked out our quotation to do so.

The scope of works remains the same as when we re-laid the pavers on The Parkway, which includes the following;

- Removing all the pavers from the road and taking them to the tip.
- Supply and screed new bedding sand over the existing CTB.
- Supply and lay new 80mm thick concrete pavers to match those on The Parkway.
- Supply and spread jointing sand over the pavers and plate vibrate the sand into the joints.

The rate per square metre for the previous work, that commenced 4 years ago in 2020, was \$104.00 per square metre excluding GST.

Since that time building materials and wages have gone up substantially. Materials have gone up at least 20% and our wages at least 10%.

Given these increases our new rate for this stage of the work will be \$120.00 per square metre excluding GST.

Regards,

Craig Mc Donald
Director
Smart Stone Group
5573 1294



www.smartstonegroup.com.au

DGM PAVING

QBCC LIC: 720696

ABN: 93 256 579 590

REPAIRS - RETAINING WALLS - POOL SURROUNDS - DRIVEWAYS - LIFT & RELAYS -
- GARDEN EDGING - ALL ASPECTS, DOMESTIC & COMMERCIAL -

DATE 10th January 2022 **QUOTE #** 4737
TO Sanctuary Cove PBC **ATTN** Shanyn
P O Box 15
Sanctuary Cove QLD 4212
EMAIL shanyn.fox@scove.com.au

Roadway Paving The Parkway - Village Gates to Wine Glass Roundabout

Quote to provide appropriate traffic barricades as necessary; lift and dispose of approx. 2940sqm existing pavers in roadway between village gates and wine glass roundabout; supply and prep additional bedding sand; supply and lay approx. 2940sqm 80mm concrete pavers; sweep in fine washed river sand; compact pavers; remove all waste; as specified:

2940sqm / 300sqm	\$	882,000.00
	GST	\$ 88,200.00
Total	\$	970,200.00

Quote valid to 10th April 2022



7 June 2024

Ms K Pearson

[REDACTED]
SANCTUARY COVE QLD 4212

Transmission via email & post: [REDACTED]

Dear Kimberly,

BY-LAW COMPLIANCE ADVICE: RZABL 3.1 Repair & Maintenance
PROPERTY: [REDACTED], LOT 75 ON GTP 2504 "COLVILLIA"

In accordance with the power granted by each Residential Body Corporate, the Principal Body Corporate (PBC) is authorised to control and manage a set of rules and regulations which govern the use and enjoyment of the residential lots and common areas contained within the residential area.

These rules and regulations are referred to as the Sanctuary Cove Residential Zone Activity By-Laws (RZABL) and are designed to ensure that the lifestyle enjoyed by residents and guests is maintained to the highest level.

It is the responsibility of both the property owner and their invitees (including tenants) to be familiar and abide by the provisions contained within these by-laws.

Any person who contravenes ('breaches') or fails to comply with these by-laws is considered to have committed an offence against the by-laws and are therefore liable for further action by the PBC.

Contravention Notice

The PBC wishes to advise that a breach of the RZABLs has been recognised concerning the **stained rendering on the front boundary wall at the above-mentioned property**, as identified in the images attached.

The stained rendering deviates from the stipulated standards outlined in the RZABLs, which are in place to ensure uniformity and adherence to architectural aesthetics within the residential zone of Sanctuary Cove.

The PBC therefore request that arrangements are made **clean and/or repaint the affected areas of the boundary structure** to ensure the property is maintained in good condition in accordance with RZABL 3.1(a) - Repair & Maintenance.



Please refer to the following excerpt for guidance in this matter.

RZABL 3.1 – Repair & Maintenance

Every Resident must:

- (a) maintain in good condition and repair and where necessary replace or renew the exterior of his Principal Structure including for the purposes of this by-law only, and without limitation, all fences, walls, windows, gates, sidewalls, walkways, driveways and other structures located on the Lot;

All works are required to be completed on or before Friday, 5th of July 2024.

Should you have any queries in relation to the contents of this letter or the implementation of the by-laws, please do not hesitate to contact Sanctuary Cove Body Corporate Services on (07) 5500 3333 or via email at compliance@scove.com.au.

We thank you in advance for your co-operation and we look forward to receiving confirmation that the contravention has been resolved.

For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

A handwritten signature in black ink that reads "Bronte Sullivan".

Bronte Sullivan
Administration Assistant/Compliance Officer
Sanctuary Cove Body Corporate Services Pty Ltd











5200





5 July 2024

Ms K Pearson

[REDACTED]
SANCTUARY COVE QLD 4212

Transmission via email & post:

Dear Kimberly,

BY-LAW COMPLIANCE ADVICE: RZABL 3.1 Repair & Maintenance
PROPERTY: [REDACTED] LOT 75 ON GTP 2504 "COLVILLIA"

In accordance with the power granted by each Residential Body Corporate, the Principal Body Corporate (PBC) is authorised to control and manage a set of rules and regulations which govern the use and enjoyment of the residential lots and common areas contained within the residential area.

These rules and regulations are referred to as the Sanctuary Cove Residential Zone Activity By-Laws (RZABL) and are designed to ensure that the lifestyle enjoyed by residents and guests is maintained to the highest level.

It is the responsibility of both the property owner and their invitees (including tenants) to be familiar and abide by the provisions contained within these by-laws.

Any person who contravenes ('breaches') or fails to comply with these by-laws is considered to have committed an offence against the by-laws and are therefore liable for further action by the PBC.

Second Contravention Notice

The PBC wishes to advise that a continuation of a breach of the RZABLs has been recognised concerning the **stained rendering on the front boundary wall at the above-mentioned property**, as identified in the images attached.

The stained rendering deviates from the stipulated standards outlined in the RZABLs, which are in place to ensure uniformity and adherence to architectural aesthetics within the residential zone of Sanctuary Cove.

The PBC therefore request that arrangements are made **clean and/or repaint the affected areas of the boundary structure immediately** to ensure the property is maintained in good condition in accordance with RZABL 3.1(a) - Repair & Maintenance.



Please refer to the following excerpts for guidance in this matter.

RZABL 3.1 – Repair & Maintenance

Every Resident must:

- (a) maintain in good condition and repair and where necessary replace or renew the exterior of his Principal Structure including for the purposes of this by-law only, and without limitation, all fences, walls, windows, gates, sidewalls, walkways, driveways and other structures located on the Lot;

All works are required to be completed on or before Monday 29th of July, 2024.

Should you have any queries in relation to the contents of this letter or the implementation of the by-laws, please do not hesitate to contact Sanctuary Cove Body Corporate Services on (07) 5500 3333 or via email at compliance@scove.com.au.

We thank you in advance for your co-operation and we look forward to receiving confirmation that the contravention has been resolved.

For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

A handwritten signature in black ink, appearing to read 'Bronte Sullivan'.

Bronte Sullivan
Administration Assistant/Compliance Officer
Sanctuary Cove Body Corporate Services Pty Ltd







5200

SAHASARA



5200



29 July 2024

Ms K Pearson

[REDACTED]
SANCTUARY COVE QLD 4212

Transmission via email & post [REDACTED]

Dear Kimberly,

BY-LAW COMPLIANCE ADVICE: RZABL 3.1 Repair & Maintenance

PROPERTY: [REDACTED] LOT 75 ON GTP 2504 "COLVILLIA"

In accordance with the power granted by each Residential Body Corporate, the Principal Body Corporate (PBC) is authorised to control and manage a set of rules and regulations which govern the use and enjoyment of the residential lots and common areas contained within the residential area.

These rules and regulations are referred to as the Sanctuary Cove Residential Zone Activity By-Laws (RZABL) and are designed to ensure that the lifestyle enjoyed by residents and guests is maintained to the highest level.

It is the responsibility of both the property owner and their invitees (including tenants) to be familiar and abide by the provisions contained within these by-laws.

Any person who contravenes ("breaches") or fails to comply with these by-laws is considered to have committed an offence against the by-laws and are therefore liable for further action by the PBC.

Third and Final Contravention Notice

The PBC wishes to advise that a continuation of a breach of the RZABLs has been recognised concerning the **stained rendering on the front boundary wall and principal structure at the above-mentioned property**, as identified in the images attached.

The stained rendering deviates from the stipulated standards outlined in the RZABLs, which are in place to ensure uniformity and adherence to architectural aesthetics within the residential zone of Sanctuary Cove.

As previously advised to you in our letters dated **7th of June 2024** and **5th of July 2024**, you are in contravention of Residential Zone Activity By-Law 3.1(a) - Repair & Maintenance.



Please refer to the following excerpt for guidance in this matter.

RZABL 3.1 – Repair & Maintenance

Resident’s Obligations 3.1

Every Resident must:

- (a) maintain in good condition and repair and where necessary replace or renew the exterior of his Principal Structure including for the purposes of this by-law only, and without limitation, all fences, walls, windows, gates, sidewalls, walkways, driveways and other structures located on the Lot;

It is therefore requested that immediate arrangements are made to clean and/or repaint the affected areas of the boundary and principal structure in order to ensure the property is maintained in good condition in accordance with RZABL 3.1(a) - Repair & Maintenance.

Please note that the PBC may, without further notice, start proceedings in the Magistrates Court or lodge a dispute resolution application should you fail to comply with this notice.

Should you have any queries in relation to the contents of this letter or the implementation of the by-laws, please do not hesitate to contact Sanctuary Cove Body Corporate Services on (07) 5500 3333 or via email at compliance@scove.com.au.

We thank you in advance for your co-operation and we look forward to receiving confirmation that the contravention has been resolved.

For and on behalf of
Sanctuary Cove Principal Body Corporate GTP 202

A handwritten signature in black ink, appearing to read 'Bronte Sullivan'.

Bronte Sullivan
Administration Assistant/Compliance Officer
Sanctuary Cove Body Corporate Services Pty Ltd





14 August 2024

OptiComm Co Pty Ltd
Attention: Geoff Aldridge
Unit 10A/58 Metroplex Ave
Murarrie, QLD 4172

RE: FTTH Network Management Contract

Dear Geoff,

We refer to the agreement between OptiComm Co Pty Ltd and Sanctuary Cove Community Services Limited (**SCCSL**) dated 14 February 2019 (the **Agreement**).

Please be advised that pursuant to clause 6 of the Special Conditions to the Agreement, SCCSL wishes to formally record its extension of the Agreement for a further a year for the period from 1 April 2024 – 1 April 2025. The existing terms and conditions of the contract Agreement will remain in effect.

We look forward to continuing a successful working relationship with you as we work towards facilitating the best outcome for all stakeholders.

Should you require any additional information in relation to this letter, please contact Shynyn Fox – Facilities Services Manager on 07 5500 3302 or alternatively Shynyn.fox@scove.com.au.

Kind Regards,

Paul Kernaghan
Director
Sanctuary Cove Community Services Limited

Stephen Anderson
Director
Sanctuary Cove Community Services Limited

**CORRESPONDENCE
FOR INFORMATION**

From: stuart@shakespeares.info
To: [Jodie Syrett](#)
Subject: FW: Village Gate Project and Harbour One
Date: Sunday, 11 August 2024 10:14:15 AM
Attachments: [SCRA s15.PNG](#)
[Village Gate Project Image 1.PNG](#)
[Village Gate Project Image 2.PNG](#)

Hi Jodie

I forgot to copy you on this email to Barry. At this stage we'll probably include this in CFI at the EGM.

Regards
Stuart

At this stage, it should be

From: stuart@shakespeares.info <stuart@shakespeares.info>
Sent: Sunday, 11 August 2024 8:27 AM
To: 'Barry Teeling' <barry.teeling@mulpha.com.au>
Cc: 'Brogan Watling' <brogan.watling@scove.com.au>
Subject: Village Gate Project and Harbour One

Hi Barry

I would like to have a meeting asap to discuss the following.

Following an enquiry about the location of the Harbour One site and building relative to the Secondary and Primary Thoroughfares at our July PBC EGM, I mentioned to the members present that you had informed me that the existing road had been built partially into Mulpha's land instead of being contained within the Primary Thoroughfare.

Since the meeting, I've received an enquiry from a member asking for a graphic that explains what was said to me.

Attached are images from the State Govt Qld Globe web site. The depicted lot boundary's appear to be current and overlaid over a fairly recent aerial photo.

Lot 91 is Primary Thoroughfare. Lot 93 is Secondary Thoroughfare. If these images are accurate, the existing road appears to be contained within Lots 91 and 93. Where is the encroachment of the road into Mulpha land?

Of further concern is the proximity of the H1 building relative the title boundary's of Lots 91 and 93. The building appears to be very close to the title boundaries and in one area, possibly over the boundary of Lot 93.

Another issue raised was the access of the GTP lots in the proposed subdivision directly onto a Primary Thoroughfare. This is unusual for SC.

This has also been raised in respect to Vardon Lane, where it been recently discovered that the same has occurred with this subdivision.

I've attached s15 of the SCRA. Part (4) appears to be stating that access to a Primary Thoroughfare from a GTP lot must be through a Secondary Thoroughfare or common property. In other words all GTP lots are accessed off a Secondary Thoroughfare or common property, not off a Primary Thoroughfare.

Access to all GTP lots in SC appear to do this except for Vardon Lane and the proposed village subdivision.

Can we please discuss this during the coming week. Suggest Tuesday or Thursday.

Regards

Stuart



Virus-free. www.norton.com

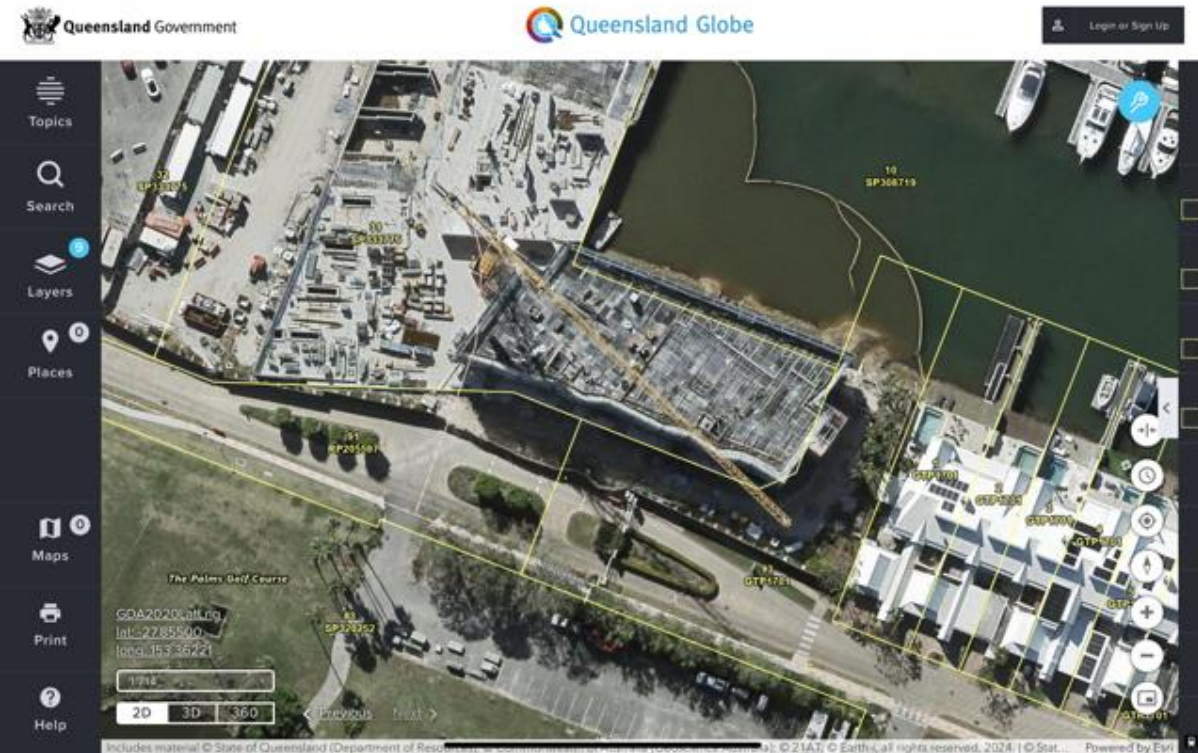
Sanctuary Cove Resort Act 1985
Part 2B Dealing with land in zones

[s 15]

- (2) Nothing in this section shall operate to relieve the company of its obligation to effect at its expense the initial construction of the secondary thoroughfare to the standard prescribed pursuant to section 51.

15 Subdivision of secondary lots

- (1) A secondary lot within the Harbour 1 Residential Zone, Harbour, River and Waterfront Residential Zone or the General Residential Zone may only be subdivided or resubdivided—
- (a) for the purpose of the registration of a group titles plan or a building units plan over a lot thereby created—by way of registration of a plan of survey; or
- (b) by way of registration of a building units plan or a group titles plan.
- (2) A lot shown on a registered group titles plan referred to in subsection (1) may, subject to compliance with this section, be resubdivided by way of registration of a building units plan or a group titles plan.
- (3) Notwithstanding the provisions of the *Building Units and Group Titles Act 1980*, a group titles plan subdividing a secondary lot referred to in subsection (1) or resubdividing a lot shown on a registered group titles plan referred to in subsection (1) or (2) may create a lot or common property shown as secondary thoroughfare.
- (4) In a group titles plan resubdividing a lot shown on a registered group titles plan referred to in subsection (1) or (2) each lot thereby created must have access to the primary thoroughfare whether directly or indirectly through a lot or lots shown as secondary thoroughfare or through common property.
- (5) A group titles plan mentioned in subsection (1) or (2) that is submitted to the local government must be accompanied by a diagram showing the name and numbering, or proposed name and numbering, of each road that is, or is to be, on—





13th August 2024

Mr Clayton Glenister

MBA Lawyers

Transmission via email: clayton.glenister@mba-lawyers.com.au

Dear Clayton

RE Section 56 SCRA

We refer to our email of 20 June, to which we do not appear to have received a response. We look forward to receiving the PTBC completed comments/reply in the table attached to our letter of 20 June 2023.

Should we receive no response we will assume there are no benefits to the residents of Sanctuary Cove by signing the Agreement to amend section 56 of the Sanctuary Cove Resort Act 1985.

Many thanks,

A handwritten signature in black ink that reads "Brian Earp".

Brian Earp

Secretary

Sanctuary Cove Principal Body Corporate

From: [Livingstonia Chairman/Secretary](#)
To: [Jodie Syrett](#)
Subject: FW: Section 56
Date: Wednesday, 14 August 2024 4:06:08 PM
Attachments: [image009.png](#)
[image005.png](#)
[image001.png](#)
Importance: High

Good Afternoon Jodie,

Please add the response email below into CFI of the PBC EGM on Thursday 29 August 2024.

Regards,

Brian Earp.

From: Clayton Glenister <clayton.glenister@mba-lawyers.com.au>
Sent: Tuesday, August 13, 2024 3:36 PM
To: PBC <psc@scove.com.au>
Cc: Brian Earp <livingstonia.scove@outlook.com>; Ana Duarte <ana.duarte@mba-lawyers.com.au>; Dale StGeorge <dale.stgeorge@scove.com.au>
Subject: RE: Section 56
Importance: High

Dear Jodie and Brian,

We are still awaiting instructions from our client to be able to respond to the letter.

Brian- accordingly you should not make the assumptions as contained in your letter.

Jodie- are you able to confirm that we are engaged to respond in accordance with my email of 8 July chasing Dale St George for a response to my earlier communications.

Regards

Clayton Glenister | Managing Partner

MBA.
LAWYERS

T: 07 5539 9688
E: clayton.glenister@mba-lawyers.com.au
Shop 5003, Level 1 Robina Town Centre
ROBINA QLD 4226



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From: PBC <psc@scove.com.au>
Sent: Tuesday, August 13, 2024 3:21 PM
To: Clayton Glenister <clayton.glenister@mba-lawyers.com.au>

Cc: Brian Earp <livingstonia.scove@outlook.com>

Subject: Section 56

You don't often get email from pbc@scove.com.au. [Learn why this is important](#)

Good Afternoon, Clayton,

Please see attached communication on behalf of the PBC.

Kind Regards,

JODIE SYRETT

Manager Body Corporate

Direct 07 5500 3326 | jodie.syrett@scove.com.au

Main 07 5500 3333 | enquiries@scove.com.au

Address PO Box 15 | Shop 1A, Building 1, Masthead Way Sanctuary Cove Q 4212

Web oursanctuarycove.com.au



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BY EMAIL

sjandos001@gmail.com

To Stephen Anderson
Chairman and Shareholder's Nominee for the PTBC, and Director SCCSL
Masthead Way
Sanctuary Cove

Copy

Barry Teeling - Director SCCSL - barry.teeling@mulpha.com.au

Paul Kernaghan - Director SCCSL - paul.kernaghan@icloud.com

Conor Pujol - Company Secretary SCCSL - conor.pujol@boardroomlimited.com.au

16th August 2024

Dear Stephen,

RE NOTICE OF DISPUTE

Background

At the Shareholders meeting held on 15th August 2024, a motion was discussed and voted on to remove Mr. Stephen Anderson as a Director of Sanctuary Cove Community Services Limited and Subsidiaries.

The PBC Shareholder's Nominee voted for this motion and the PTBC Shareholder's Nominee voted against. As there is a deadlock in relation to the motion, the PBC Shareholder's Nominee is invoking the dispute resolution clause 18 of the Shareholders Agreement in respect of this issue.

Dispute Notice

Per clause 18.2 of the Shareholders Agreement, the PBC Shareholder's Nominee hereby gives formal notice to the PTBC Shareholder's Nominee of the intent to enter an Initial Period of negotiation with the PTBC Shareholder's Nominee on this issue.

Per clause 18.3, the PBC Shareholder's Nominee is willing to allow an Initial Period of up to 31st December 2024, and to use his best efforts to use this Period to negotiate in good faith with the PTBC Shareholder's Nominee to resolve this Dispute.

Can you please confirm your agreement to the proposed duration of this Initial negotiation period.

Yours sincerely,



Stuart Shakespeare
Chairman and Shareholder's Nominee for the PBC, and Director SCCSL



Wednesday, 21 August 2024

Information to Sanctuary Cove Community 2025 Australian WPGA Championship at The Palms Golf Course

CONFIDENTIAL – The Australian WPGA Championship will be announced publicly on Wednesday August 21 at 10:00am. Please do not share the below information.

We invite Sanctuary Cove community members to join us in welcoming some of the world's best female golfers to Sanctuary Cove from March 6 to 9, 2025 as part of the prestigious Australian Women's Professional Golfers' Association (WPGA) Championship.

The Australian WPGA Championship will bring high-profile and worldclass players including Karrie Webb AO to the Gold Coast and showcase women in professional golf and sport through both the competition and a range of on- and off-course events.

Sanctuary Cove Golf and Country Club and Mulpha Australia have partnered with the WPGA Tour of Australasia, PGA of Australia, Tourism & Events Queensland (TEQ) and Experience Gold Coast (EGC) for this event which will be held on The Palms golf course. We are excited about the opportunities it will present not only for women's golf but for the Gold Coast as a tourism hub, as well as our community.

To support the Australian WPGA Championship, Mulpha Events will stage the *Gold Coast Festival of Golf* in The Marine Village. This is an interactive golf and lifestyle event celebrating women's sport with golf as the centrepiece. It will appeal to golf enthusiasts and novices alike and will attract the who's who of the golf industry. The festival will include a dedicated entertainment and food and beverage precinct featuring live music, pop-up bars, a kids' zone, live interactive experiences, plus lifestyle displays featuring the latest and greatest in golf.

"The WPGA Tour of Australasia has a long history in Queensland, and particularly the Gold Coast," said WPGA Tour of Australasia CEO Karen Lunn. "We are so excited to be a part of what is far more than a 72-hole golf tournament with the Gold Coast Festival of Golf to be a highlight on the Australian golf calendar."

PGA of Australia CEO Gavin Kirkman said: "The PGA of Australia are constantly looking at exciting and new ways to grow the game of golf in Australia, and adding another major women's tournament and a wider event encouraging the growth of women's professional golf is a tremendous development."

Sanctuary Cove Golf and Country Club CEO Paul Sanders said the club is thrilled to have been chosen to partner with the WPGA Tour of Australasia for this championship. "Promoting not only the sport of golf but women's participation in it aligns with our values of encouraging more people to play and more women to be represented," he said. "We are anticipating a high-quality event that will draw national and global attention and will be a true celebration of golf."

Commitment to Communication

To ensure open and transparent communication in the lead-up to the event, we would like to invite the Sanctuary Cove community to an information session and morning tea with representatives from the WPGA Tour of Australasia, PGA of Australia, Sanctuary Cove Golf and Country Club and Mulpha Events to provide further information on the event and answer your questions.

Information will include:

1. Event access for Residents including complimentary tickets
2. Community impact
3. Security
4. Visitor access
5. Visitor flow on The Palms golf course
6. Carparking and access to the Australian WPGA Championship and The Marine Village
7. Animal management plan
8. Volunteering opportunities

Details on the information session will be released in the coming weeks. We welcome input from the Sanctuary Cove community and look forward to working in co-operation with the Principal Body Corporate to deliver a successful Australian WPGA Championship.

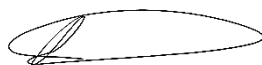
In addition to regular community information sessions, we are committed to ongoing communication via our community website, monthly email updates, and letterbox drops.

Regular updates will be posted to the Sanctuary Cove community website - www.yoursanctuarycove.com

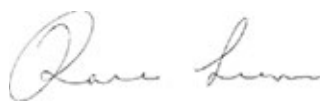
To receive email updates, we highly recommend signing up to the Sanctuary Cove community newsletter via the link [here](#) or via the www.yoursanctuarycove.com website.

This will be the largest celebration of women's golf in Australia, and we are proud to welcome visitors from all over the globe to our warm and friendly backyard. We look forward to seeing you on the golf course and in The Marine Village enjoying the festivities.

Kind regards,



Paul Sanders
Chief Executive Officer
Sanctuary Cove Golf and Country Club



Karen Lunn
Chief Executive Officer
WPGA Tour of Australasia



Johan Hasser
General Manager
Mulpha Events

21 August 2024

To The Members

Principal Body Corporate (PBC)

Primary Thoroughfare Body Corporate (PTBC)

Sanctuary Cove

Dear Members

Sanctuary Cove Community Services Limited Board Update

Board members attending the PBC and PTBC meetings have previously provided verbal updates as to the various issues your Board has been dealing with and have resolved to provide this information in brief update bulletin each quarter. The matters considered over the last quarter include:

1. The CEO is currently on extended leave. This matter is private and confidential. The Board is managing this issue and in the meantime, each Manager is temporarily reporting to an allocated Board Director for guidance and sign offs.
2. Operations:
 - a. SCCSL Cost pressures emerging in respect of staff – new Enterprise Bargaining Agreement, and also Company Secretarial and Audit.
 - b. Inflation and cost pressures are becoming significant for the company, PBC and PTBC, and this has been significantly worsened due to the end of 4 year fixed price contracts for Landscaping and Mowing, Waste Management and Street Cleaning. Indications are that there will be a significantly higher cost than before. The company is also dealing with higher costs on other utilities and salary cost pressures in Body Corporate and Security staffing and salaries.
 - c. Water leakage continues to be a problem and is due to exceed the budget set for 2024, although will be less than for 2023.
 - d. The Board has instructed the finance staff to provide an up to date reforecast of all costs for 2024 for the company, the PBC and the PTBC. It's possible that deficits may be run for 2024 in SCCSL, PBC and PTBC administration funds. Financial measures are being considered to minimise this and avoid the need for any special levies.
3. The Board confirmed that the focus of SCCSL should be exclusively on Sanctuary Cove Resort. As a result, no further service agreements would be entered into outside of Sanctuary Cove Resort. The 2 existing agreements would not be renewed on expiry.

4. The Board has agreed that the SCCSL governance review will be would be completed in 2024. It would be useful if the results of the PBC governance review could be used as an input to this.

On behalf of the Board

Sanctuary Cove Community Services Limited

From: [Jodie Syrett](#)
To: [Jodie Syrett](#)
Subject: FW: CR1396844 Dale St George, 1 Masthead Way, Sanctuary Cove re Traffic Lights - Edgecliff Drive and Sickle Avenue.
Date: Thursday, 22 August 2024 10:40:13 AM
Attachments: [image002.png](#)
[image003.png](#)

From: Division 2 - Cr Naomi Fowler <Division2@goldcoast.qld.gov.au>
Sent: Thursday, August 22, 2024 10:19 AM
To: Dale StGeorge <dale.stgeorge@scove.com.au>
Subject: CR1396844 Dale St George, 1 Masthead Way, Sanctuary Cove re Traffic Lights - Edgecliff Drive and Sickle Avenue.

Hi Dale

I have heard back from the Traffic Engineering team who have concluded a thorough investigation into safety concerns at the intersection of Edgecliff Drive and Sickle Avenue, Hope Island.

The have advised the following:-

“The investigation found the intersection to be operating within acceptable standards, with only minor delays noted during peak hours. These delays are consistent with what is typically observed at other unsignalised intersections across the Gold Coast.

Available sight distances for vehicles entering Sickle Avenue were also taken into consideration and found to meet minimum stopping sight distance requirements for the posted speed limit of 50 km/h. Additionally, a review of the Queensland Government’s crash database showed no recorded incidents at this intersection in the last five years.

Furthermore, an onsite inspection confirmed the give way signage and line markings for vehicles exiting and entering the intersection to be in good condition and clearly visible.

Given the above, no changes to the intersection at Edgecliff Drive and Sickle Avenue are considered necessary at this point in time.”

Regards

Councillor Naomi Fowler
Division 2

P: 07 5582 8555
cityofgoldcoast.com.au



Councillor Naomi Fowler
Division 2



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From: Division 2 - Cr Naomi Fowler

Sent: Tuesday, 7 May 2024 11:36 AM

To: dale.stgeorge@scove.com.au

Subject: CR1396844 Dale St George, 1 Masthead Way, Sanctuary Cove re Traffic Lights - Edgecliff Drive and Sickle Avenue.

Dear Dale

Cr Naomi Fowler has asked me to thank you for contacting her regarding your concerns in relation to the intersection at Edgecliff Drive and Sickle Avenue, Hope Island.

Please note that Customer Request No. CR 1396844 has been raised to Council officers for their further investigation.

Kind regards

Ulta Brandt

Councillor Administrative Support Officer
Councillor Naomi Fowler Division 2

P: 07 5582 8555

cityofgoldcoast.com.au



Councillor Naomi Fowler

Division 2



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From: Dale StGeorge <dale.stgeorge@scove.com.au>

Sent: Wednesday, 1 May 2024 1:22 PM

To: Division 2 - Cr Naomi Fowler <Division2@goldcoast.qld.gov.au>

Cc: Jodie Syrett <Jodie.Syrett@scove.com.au>; Shanyn Fox <shanyn.fox@scove.com.au>

Subject: Dale St George, 1 Masthead Way, Sanctuary Cove re Traffic Lights - Edgecliff Drive and Sickle Avenue.

This email originates outside of the City of Gold Coast's email system. If suspicious, report it using the 'Report Email' button.

Afternoon Naomi,

Congratulations once again as our Candidate for Division 2 for the City of the Cold Coast – we are in capable hands.

Further to our conversation over the phone this morning, a potentially dangerous situation

is developing on the Sickie Avenue Exit and Entry to Sanctuary Cove Resort.

With the large development along Sickie Avenue and the ongoing building at Sanctuary Cove, residents have concerns with the potential of a serious accident occurring soon.

Any assistance that you are able to provide in investigating this crossroad, would be appreciated.

Kind Regards,

DALE ST GEORGE

Chief Executive Officer

Direct 07 5500 3321 | dale.stgeorge@scove.com.au

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



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Welcome to the family, Luna. Register your dog by 31 August.



Council of the City of Gold Coast - confidential communication

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Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your proxy.

To authorise a proxy, you must use the prescribed form and deliver it to the owner's corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence. Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners' corporations must keep the copy of the Proxy authorisation for 12 months.

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, PO Box 15 SANCTUARY COVE, QLD, 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:

SANCTUARY COVE PRINCIPAL

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: