

Proposed Local Government Property Local Law 2026 – schedule of submissions

1	Kalamunda and Districts Netball Association Inc. 8 June 2026	Response
	Clause 2 – Determinations KDNA acknowledges the need for the City to make determinations about how local government property can be used. Our concern is that future determinations could impact sporting groups already operating from facilities such as Ray Owen. This could include changes to access, use of courts, signage, equipment, vehicles, activities or other operational matters. We ask that where a determination may impact a sporting facility or regular sporting user group, the City consult directly with the affected association or club before the determination is finalised. Suggested wording: <i>"Before making a determination that affects a sporting facility or organised sporting activity, the local government will consult directly with recognised sporting user groups operating from the relevant facility."</i>	The existing Property Local Law from 2001 contains the power to make determinations, and some determinations were made on gazettal of that local law. These are proposed to be carried forward more or less unchanged – there is no new regulatory scheme around the imposition of a determination affecting local government property. Furthermore, the proposed local law requires the local government to engage in a public consultation process of 21 days prior to making a determination - see clause 2.2. Any consideration of a determination to be made under the proposed local law will be a matter for the Council to decide, at some appropriate future time, as or when needed. The proposed local law is required to deal with the broad-spectrum of local government property and facility use, by a multitude of different users for different purposes and is unable to make specific exceptions or provisions for a particular user group. Such an approach may create a risk of an inequitable regulatory scheme and application of the local law making powers of the <i>Local Government Act 1995</i>, which in turn, may result in Parliamentary rejection of the local law. The requested amendment is not supported.
	Clauses 3.1(1)(b) and 4.13 – Signage and Advertising KDNA relies heavily on sponsorship and community partnerships. Sponsor banners, fence signage, event signage and directional signage are a normal part of our operations and an important way of recognising businesses that support community sport. The draft Local Law appears to require approval, a permit or written agreement for signage on local government property. We support signage being managed appropriately; however, we ask that the process be clear and practical for regular sporting users. Seasonal signage that forms part of an approved facility use agreement or sponsorship arrangement should not require a separate permit every time it is installed. Suggested wording: <i>"A permit is not required where signage is installed by a recognised sporting organisation in accordance with an approved facility use agreement, sponsorship agreement or seasonal booking arrangement."</i>	The requirement that a permit be obtained for any advertising on local government property already applies under the existing Local Government Property Local Law (cl. 3.13(1)(b)). Clause 3.1(1)(b) is consistent with that existing requirement. However, the requirement to obtain a permit for signs would not apply where a person uses or occupies local government property (including a facility or sporting ground) under an agreement with the local government (cl. 3.1(4)). A possible amendment to the proposed local law could tie the operation of clause 3.1(4) to written agreements where the activity is associated with the permitted purpose of a lease or licence agreement. However, where no such lease or licence or hire agreement exists, a permit is required. In addition, as the property owner, the City is required to be satisfied that any signage installed does not present a public liability risk by way of its construction, materials, installation or is able to be displaced by weather in a way that creates a hazard. Requiring a permit for signage – whether temporary or permanent – provides the City with the opportunity to control that risk. The requested amendment is not supported.

Proposed Local Government Property Local Law 2026 – schedule of submissions

Clause 3.1(1)(j) – Conducting a Function The definition of "function" is broad and could potentially capture activities that form part of normal association operations, including: • Development clinics • Representative trials • Umpire education programs • Carnivals • Presentation events • School holiday programs These are not unusual or one-off uses of the facility. They are part of delivering community sport. KDNA asks that the City clarify that regular sporting activities conducted under an approved booking or facility agreement are not treated as separate functions requiring additional approval. Suggested wording: <i>"This clause does not apply to sporting competitions, training activities, development programs, clinics, trials, carnivals or representative activities conducted by recognised sporting organisations under an approved facility booking or agreement."</i>	As above, see clause 3.1(4). This clause however does not negate the requirement of a facility or sport ground user to obtain permits required under other legislation. The requested amendment is not supported.
Clause 3.1(1)(s) – Filming, Video and Livestreaming KDNA supports the City having oversight of commercial film production on local government property. However, filming and photography are now a normal part of community sport. At Ray Owen, filming may be used by parents, coaches, umpires, clubs and the Association for: • Coaching and player development • Umpire education and assessment • Livestreaming or recording matches • Social media and community promotion • Sponsor recognition • Volunteer and player recognition • General parent and family recording These activities should not be treated the same as commercial film production. KDNA already has policies and expectations regarding photography and videography, including participant welfare, privacy considerations and appropriate use of images. We ask that the Local Law clearly	See previous comments in respect of clause 3.1(4).

Proposed Local Government Property Local Law 2026 – schedule of submissions

separates community sporting activities from commercial film production. Suggested wording: <i>"For the avoidance of doubt, this clause does not apply to photography, filming, livestreaming, coaching analysis, umpire development, player development, volunteer recognition, promotional activities or community sporting communications undertaken by recognised sporting organisations, clubs, participants or families during approved sporting activities."</i>	
Clause 3.1(1)(t) – Public Address Systems and Amplified Sound KDNA uses central timing systems, sirens, public announcements and event communications throughout competition days and approved activities. We ask that normal sporting operations are not treated as requiring separate permits where they form part of an approved booking. Suggested wording: <i>"This clause does not apply to public address systems, sirens, timing systems or event communication systems used by recognised sporting organisations during approved sporting activities."</i>	As above, see previous comment in respect of clause 3.1(4). In addition, the requested amendment is inappropriate and may conflict with the City's role as enforcement agency under the <i>Environmental Protection (Noise) Regulations 1997</i>. Whilst the need for a permit may be obviated by the operation of cl 3.1(4), the need for the organisation to comply with the Regulations does not. The requested amendment is not supported.
Clause 3.6 – Conditions on Hire and Exclusive Use KDNA would appreciate clearer wording regarding the rights of sporting organisations when a facility has been booked or hired. When KDNA has an approved booking, we are responsible for safely managing competitions and participants. This includes court access, team areas, umpire areas, spectator movement and operational requirements. <i>We ask that the City clarify how exclusive use or priority use applies to regular sporting hirers during approved booking periods.</i>	Whilst this is more of an operational matter to be managed on a permit-specific basis, generally the applicant must request exclusive use in the application for the period of time requested, and the local government will either approve or refuse the exclusive use. This is no different to the existing approach. See also Council policies – <i>Service 9: Community Group Leases</i> and <i>Service 12: Sporting Reserves Usage</i>. The proposed local law is required to deal with the broad-spectrum of local government property and facility use, by a multitude of different users for different purposes and is unable to make specific exceptions or provisions for a particular user group. Such an approach may create a risk of an inequitable regulatory scheme and application of the local law making powers of the <i>Local Government Act 1995</i>, which in turn, may result in Parliamentary rejection of the local law. The requested amendment is not supported.
Clause 4.10 – Temporary Structures Temporary structures are often required to support community sport, including:	Clause 4.10(3) can be amended by removing it and inserting the relevant provision into clause 3.1(1), which deals with activities requiring a permit. This would then lead to a modified clause 3.1(4) whereby the exemption for a permit is contingent on a written

Proposed Local Government Property Local Law 2026 – schedule of submissions

• Gazebos • Marquees • First aid stations • Information booths • Umpire check-in areas • Event administration points The draft Local Law limits some temporary shade structures, including size and private use requirements. KDNA asks that recognised sporting organisations be permitted to use temporary structures as part of approved competitions, carnivals, clinics and events, provided they are safely installed and removed after use. Suggested wording: <i>"Temporary shade structures, gazebos and marquees used by recognised sporting organisations during approved events, competitions or activities are exempt from this clause, provided they are safely installed, supervised and removed at the conclusion of the activity."</i>	agreement existing, and the activity being associated with the permitted purpose of the agreement. Supported in part.
Clause 4.14 – Lost Property KDNA notes that the draft Local Law provides that unclaimed or lost property may be disposed of by the local government if it is not claimed within three months. At Ray Owen Sports Centre, lost property is currently being managed and stored by KDNA as part of day-to-day facility operations. If lost property is required to be retained for a period of three months under the Local Law, this responsibility should sit with the City of Kalamunda as the facility owner, or sufficient secure storage should be provided to user groups required to manage this process. KDNA asks that the City clarify responsibility for the collection, storage, management and disposal of lost property at Ray Owen Sports Centre. Suggested wording: <i>"Where lost property is collected at a local government facility, the local government is responsible for the storage, management and disposal of that property, unless otherwise agreed in writing with the relevant facility user group. Where a facility user group is required to manage lost property, the local government must provide suitable and secure storage for that purpose."</i>	Not supported. Much like the entirety of the local law, clause 4.14 is for the local government's purposes, where the local government is the operator of a facility or service and is required to hold or dispose of lost property. It is not a legislative function that applies to other parties. Entities that come into possession of lost property must deal with those items themselves in accordance with relevant laws of Western Australia. The requested amendment is not supported.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	Clause 5.1 – Entry to Functions KDNA understands the need to manage entry to functions where an admission fee applies. We ask that guidance be provided regarding circumstances where sporting organisations may charge admission for showcase events, representative matches, tournaments or similar activities conducted under an approved booking.	Noted. This is a matter for the person who has a hire, lease or licence agreement for the use of the property. It would also be subject to the individual agreement, if such an arrangement is expressly permitted, or prohibited, as the case may be. This is not something a local law can deal with, rather the individual lease/licence/hire agreement should.
	Clauses 6.1 and 6.2 – Authorised Persons and Removal from Property KDNA supports the City having appropriate enforcement powers, particularly where behaviour is unsafe, abusive, threatening or damaging to property. However, Ray Owen is often managed on game days by volunteers, committee members and association officials. Where issues arise during an approved sporting activity, it would be beneficial for authorised officers to work with the event organiser or association representative where practical. This will help ensure matters are dealt with consistently and minimise confusion for participants, volunteers, clubs and spectators. Suggested wording: <i>"Where practical, enforcement action affecting an approved sporting activity should be undertaken in consultation with the recognised sporting organisation or event organiser responsible for the activity."</i>	Clauses 6.1 and 6.2 are statutory powers for where the local government is the operator or service provider, itself. Where a hirer or lessee/licensee has use of local government property, either exclusive or partial, the entity assumes responsibility for the conduct of its patrons or members. Where for example the entity has a lease or licence agreement, it acts in effect as the occupier of the property (subject to the lease or licence or any written law), and may exercise rights as occupier including the right to direct a person to leave if the person's conduct is not compatible with the entity's use of the property/facility, and involve Police as and where considered appropriate. This is ultimately a decision for the entity. The requested amendment is not supported.
2	Submission 2 9 June 2026	Response
	The Local Law as drafted applies equally to Crown nature/bush reserves managed by the City under the LAA. High-conservation-value public land is subject to the same commercial agreement and permit exemption provisions as a car park or community hall. Add a note or separate clause clarifying that, for Crown reserves managed under LAA management orders, the powers in cls.1.10 and 3.1(4) are subject to the specific requirements set out in a new 'Crown Reserve Provisions' clause (see below).	The local law applies equally to Crown land where the City is management authority as the <i>Local Government Act 1995</i> defines 'local government property' to include land of which the local government is the management body under the <i>Land Administration Act 1997</i>. Additionally, the local law (like any other local law) is subject to the operation of Acts of Parliament. The local law does not need to include provision in relation to Crown Reserves particularly as this is dealt with by the <i>Land Administration Act 1997</i> including section 18, which requires that Minister's approval be obtained prior to the grant of any licence or

Proposed Local Government Property Local Law 2026 – schedule of submissions

		lease over Crown land. The local law does not displace this requirement or any other requirement applicable under that Act. Any contravention of the <i>Land Administration Act 1997</i> by the local government in respect of Crown land would be unlawful in any case, regardless of the local law and its provisions. The amendment requested is not supported.
	Clause 1.10 must be amended to expressly identify the statutory requirements applicable to Crown reserves, including LAA ss.18 and 20, reserve purpose consistency, and EPBC/EP Act obligations. The power to enter agreements should not be expressed as applying to Crown reserves without explicit acknowledgment of those constraints. Amend to expressly state that for Crown reserves: (a) LAA ss.18 and 20 consent is required; (b) reserve purpose consistency must be assessed and confirmed by Council before any agreement is executed; (c) any proposed agreement that would authorise activities inconsistent with the reserve purpose requires management order amendment before execution.	Refer to previous comment. Local laws are delegated legislation and are not permitted to duplicate or conflict with Acts of Parliament. Such an amendment would likely result in the JSCDL recommending disallowance of the local law for reasons of being beyond the local government's law-making power, due to duplicity against Acts of Parliament. The amendment requested is unnecessary and is not supported for this reason.
	Clause 3.1(4) as drafted removes ALL permit oversight for commercial operators with written agreements, including on Crown reserves and nature/bush reserves. This is not a proportionate or appropriate outcome. The exemption must exclude Crown reserves, or at minimum must require the written agreement itself to address the matters that would otherwise be regulated by the permit conditions (noise, structures, amplification, public safety, environmental management). Amend to exclude Crown reserves from the general permit exemption. For written agreements over Crown reserves, require the agreement itself to address the matters regulated by permits (noise, structures, amplification, environmental management, public safety). Alternatively, limit the exemption to agreements that have themselves been subject to s.3.58/s.3.59 community consultation.	As above, where an agreement is in place for use of Crown land, the agreement must be with the consent of the Minister for Lands pursuant to s. 18 of the <i>Land Administration Act 1997</i>. Due to the operation of that Act, an agreement (lease, licence) necessarily must include permitted activities that would otherwise be covered by conditions of a permit as referred to by the submitter. The City holds management orders for Crown land that involve an array of public purposes (Ray Owen Reserve for example). With the existing sport and recreational uses of some of these Crown lands involving leases or licences to community groups and sporting clubs, the regulatory scope requested in the submission would unreasonably impact these groups and would require the City to engage in a public consultation process every time the group or club wished to conduct a function, install sponsorship banners or charge an entry fee for an event. This would be an example of improper regulatory over-reach that would likely result in the intervention of the JSCDL.

Proposed Local Government Property Local Law 2026 – schedule of submissions

		Nevertheless, the submission presents an underlying concern that implies the local law might enable a form of a "back door" permissive environment for lease and licence holders in terms of some activities, that would not be ordinarily permissible under an existing lease or licence. In order to remove the prospect of inappropriate or unauthorised works occurring on local government property where a lease or licence is in effect, it is acceptable to modify clause 3.1(4) to make it more specific around lease or licence holders and the permitted purpose of those kinds of agreements. This modification is shown in the attachment. The modification would reduce the scope of the exemption so that it only applies where an activity is expressly authorised by an agreement or consistent with the permitted purpose of the agreement. Supported in part. Refer modified clause 3.1(4).
	The combined effect of cl.1.10 and cl.3.1(4), read with the Market Testing Procedure, creates a formalised pathway for commercial development of Crown reserves with no permit oversight once a written agreement is in place. This removes the community's only post-agreement point of challenge to specific activities.	As above, the local law cannot authorise or purport to authorise something that is dealt with by an Act of Parliament. Development of or on Crown land is subject to the authority of the Minister for Lands under the <i>Land Administration Act 1997</i>. In addition, leases and licences are necessarily constrained by the permitted purpose and terms of the particular agreement. This particular claim appears to be directed to a hypothetical scenario rather than the existence of regulatory issue. Entry into any lease or licence agreement in respect of local government property (including Crown land) is also subject to the approval of Council or an officer of the City acting under delegated authority. It is unnecessary and administratively duplicative to require a permit authorising an activity that has already been authorised by the City contractually through entry into a lease or licence agreement. It is for this reason that all local government property local laws invariably contain an exception to the requirement to obtain a permit where the activity/use is authorised by written agreement of the local government. The purpose of the permit requirement is to deal with activities undertaken on local government property outside of any written agreement with the local government.
	Insert a standalone clause providing that: (a) no written agreement under cl.1.10 may authorise activities on a Crown reserve that are inconsistent with the management order purpose; (b) any agreement over a Crown nature/bush reserve requires an ecological assessment before execution; (c) the permit exemption in cl.3.1(4) does not apply to activities on Crown reserves unless the written agreement	As above, the local law cannot authorise or purport to authorise something that is dealt with by an Act of Parliament. Development of or on Crown land is subject to the authority of the Minister for Lands under the <i>Land Administration Act 1997</i>. As permits and hire under local laws do not confer any tenure of land or transfer of common law property rights like a lease or licence, the requirements of s. 3.58 or 3.59 of the Act are not relevant to the matter and for this reason would be likely to be beyond

Proposed Local Government Property Local Law 2026 – schedule of submissions

	expressly authorises those specific activities and has been the subject of s.3.58/s.3.59 community consultation.	lawful power (<i>ultra vires</i>) if the City was to impose this requirement, resulting in disallowance of the local law. The City holds management orders for Crown land that involve an array of public purposes (Ray Owen reserve for example). With the existing sport and recreational uses of some of these Crown lands involving leases or licences to community groups and sporting clubs, the regulatory scope requested in the submission would unreasonably impact these groups and would require the City to engage in a public consultation process every time the group or club wished to conduct a function, install sponsorship banners or charge an entry fee for an event. This would be an example of unreasonable regulatory over-reach of a local law that would likely trigger the intervention of the JSCDL. The requested amendment is not supported.
3	Kalamunda & Districts Basketball Association 12 June 2026	Response
	KDBA has legally binding obligations under its NBL1 West licences to facilitate game broadcast and streaming. Selected WABL Open Championship games are also subject to broadcast requirement. Beyond these formal obligations, KDBA records all domestic competition games, with players able to access highlights, and with coaches recording most WABL games to support team and player development. Two separate provisions in the draft law put all of this at risk. Firstly, Clause 3.1(1)(s) requires a permit for any recording carried out for film, video or television production for a commercial purpose. NBL1 broadcast activity falls squarely within that description -- it is not a casual or discretionary activity but a condition of league participation. A permit requirement imposed on this activity is not just administratively burdensome; in the context of a league schedule set by Basketball WA and subject to change, it could threaten KDBA's ability to meet its broadcast obligations at all.	Clause 3.1(4) provides the necessary exemption for this activity "<i>Subclause (1) does not apply to a person who uses or occupies local government property under a written agreement with the local government to do so.</i>" A possible amendment to the proposed local law could tie the operation of clause 3.1(4) to written agreements where the activity is associated with the permitted purpose of a lease or licence agreement. However, where no such lease or licence or hire agreement exists, a permit is required. Supported in part. Refer modified clause 3.1(4).
	Secondly, Clause 5.3(2)(g) prohibits the capture of still or video imagery of patrons at a local government facility without the consent of those patrons. There is no carveout for licensees, and no distinction drawn between recording in a sensitive area and recording at a ticketed or open-to-the public sporting events. Applied literally, clause 5.3(2)(g) would prohibit: NBL1 and WABL broadcast and streaming, which necessarily captures spectators who have attended a publicly listed event.	Supported. It is appropriate to remove clause 5.3(2)(g) as this may appear to present an unworkable regulatory burden.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	Game recording at every level of the domestic program. Standard parent and family photography at any KDBA event. CCTV and safety monitoring systems installed at Ray Owen with the City's knowledge (and saving the City from the expense of doing it themselves)	
	Clause 3.1(1) sets out a long list of activities that require a permit on any local government property. Read against KDBA's operations, the following activities -- each of which is conducted at Ray Owen every week -- would require individual permits under the draft law	As previously stated, clause 3.1(4) provides that <i>"Subclause (1) does not apply to a person who uses or occupies local government property under a written agreement with the local government to do so."</i> It is noted that the proposed local law encompasses a range of activities that are covered in the licence agreement made between the City, the KDBA and KDNA, with the permitted purpose under the agreement being <i>"The facilitation for members of the community to play basketball and netball and ancillary uses."</i> This is a purposely broad term to capture the range of activities performed by community organisations using public facilities and is a standard inclusion for leases and licences. Supported in part. Refer modified clause 3.1(4).
	Clause 3.1(4) provides a partial answer: permit requirements in clause 3.1 do not apply to persons using local government property under a written agreement with the City. KDBA welcomes this provision but believes it to be too narrow as the practical protection it offers depends entirely on the scope of the written licence agreement. Our Licence agreement with the City authorises use of the facility for basketball and associated activities but does not enumerate individual types of activity at the level of specificity in clause 3.1(1). This difference in granularity creates significant uncertainty across the full range of KDBA's weekly operations.	It is noted that the proposed local law encompasses a range of activities that are covered in the licence agreement made between the City, the KDBA and KDNA, with the permitted purpose under the agreement being <i>"The facilitation for members of the community to play basketball and netball and ancillary uses."</i> This is a purposely broad term to capture the range of activities performed by community organisations using public facilities and is a standard inclusion for leases and licences. The requirement for a permit therefore would not apply to activities undertaken by KDBA and KDNA consistent with the licence agreement. A possible amendment to the proposed local law could tie the operation of clause 3.1(4) to written agreements where the activity is associated with the permitted purpose of a lease or licence agreement. However, where no such lease or licence or hire agreement exists, a permit is required. Supported in part. Refer modified clause 3.1(4).
	Clause 4.13 requires either a written agreement with the City, City authorisation, or a permit for any sign placed on local government property or its fencing. Unlike clause 3.1(1)(b), clause 4.13 is not subject to the clause 3.1(4) licensee exemption at all. Clause 4.13, as drafted, would require City authorisation or a permit for each and every one of them. Applied literally, that is an administrative obligation (and associate approval windows) running to	Supported in part. It is recognised clause 4.13 is likely unworkable and is recommended to be deleted.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	hundreds of approvals per annum– all imposed on a volunteer-led organisation, for signage the City has always been aware of and never raised a concern about.	
	What KDBA is seeking is recognition of a straightforward principle: that organisations which hold formal, long-term licence agreements with the City, and which conduct activities expressly authorised under those agreements, should not be required to obtain additional permits for routine activities that the City has approved, is aware of, and has facilitated for decades.	The existing Property Local Law from 2001 contains the same permit functions as proposed in the replacement local law under consideration. These functions and requirements have not changed aside from the addition of some new activities that require permits. As previously stated, clause 3.1(4) provides that <i>"Subclause (1) does not apply to a person who uses or occupies local government property under a written agreement with the local government to do so."</i> The regulatory structure in this regard will not change from what has existed for 25 years. The submission seems to acknowledge this point however the focus appears to be attributed to how the local law would be implemented, rather than the local law itself. In addition, leases and licences have their own legal standing and modify the application of local laws, to the extent specified by the individual agreement.
	The draft law already reflects the right principle in clause 3.1(4), which disapplies permit requirements for persons using local government property under a written agreement. The problem is that this exemption is confined to clause 3.1. It does not extend to clause 4.13 (signage), clause 5.3(2)(g) (video recording of patrons), or any determination made under Part 2. KDBA's primary request is that a general exemption be inserted in Part 1 in the following or similar terms: <i>"This local law does not apply to, and no permit is required for, any activity carried out by a licensed user, lessee or written agreement holder of local government property, to the extent that the activity is within the scope of, or is reasonably incidental to, the purpose for which the licence, lease or agreement was granted, and is carried out in accordance with the terms of that instrument."</i> This approach is preferable to clause-by-clause amendment because it is simpler to draft, more durable across licence renewals and program changes, and eliminates the risk of gaps arising from a piecemeal exemption regime. It also correctly allocates regulatory responsibility: the licence governs what the licensee may do; the law should not duplicate that function.	The request to modify Part 1 to provide a blanket exemption would mean that the local law, in its entirety, would not have any application in respect of a person or entity that has an existing lease or licence agreement. This is not appropriate as a lease or licence agreement does not necessarily displace the need for more general prohibitions applicable to local government property to apply under a local law – for instance the prohibitions set out in Part 5 and Part 5. The concerns raised in respect of clause 4.13 and 5.3(2)(g) have been separately addressed above. The requested amendment is not supported.

Proposed Local Government Property Local Law 2026 – schedule of submissions

If a general carveout is not adopted, KDBA requests the following targeted amendments. These address the same concerns but require the City to make changes in multiple places and carry a greater risk of inadvertent gaps. Suggested addition to clause 3.1(1)(s): <i>"This clause does not apply to photography, filming, livestreaming or recording carried out by or with the authorisation of a licensed user of local government property in the course of their authorised facility use, including for coaching analysis, player and official development, broadcast, streaming, community promotion or safety monitoring purposes."</i> Suggested amendment to clause 5.3(2)(g): <i>"This clause does not apply to filming or photography carried out in the course of a publicly advertised and voluntarily attended sporting event or competition where patrons are notified of the possibility of being filmed by prominent signage displayed at the entrance to the facility, or to safety monitoring systems installed by or with the approval of the local government or a licensed user of the facility."</i>	The concerns raised in respect of clause 4.13 and 5.3(2)(g) have been separately addressed above.
Multiple permit functions under cl. 3.1(1) where it is requested the permit requirement does not apply to a person where an existing lease or licence agreement is in effect	Supported in part. Refer modified clause 3.1(4).
KDBA is not an ordinary community user group. As a legal signatory to a formal licence agreement over Ray Owen Sports Centre, and in the additional context that KDBA representatives sit on (and chair) the Ray Owen Management Committee (which met as recently as May), KDBA would reasonably expect direct formal or informal notification of any proposed instrument that may materially affect its rights or obligations. KDBA requests that the City establish a protocol for direct engagement with licensed facility users in future consultation processes of this kind.	The proposed local law is required to deal with the broad-spectrum of local government property and facility use, by a multitude of different users for different purposes. The City would be open to being criticised by the community and the JSCDL for engaging in a special form of consultation with one group, and not others. The <i>Local Government Act 1995</i> requires a 6 week public consultation period for proposed local laws for this very reason – to ensure equal opportunity for all interested parties regardless of standing to make submissions.
Future determinations made under clause 2.1 could affect KDBA's operations at Ray Owen without prior notice. KDBA asks that where a proposed determination may affect a licensed sporting user of a City facility, the City consult directly with the affected user before the determination is finalised.	The existing Property Local Law from 2001 contains the power to make determinations, and some determinations were made on gazettal of that local law. These are proposed to be carried forward more or less unchanged – there is no new regulatory scheme around the imposition of a determination affecting local government property. Furthermore, the proposed local law requires the local government to engage in a public consultation process of 21 days prior to making a determination - see clause 2.2.

Proposed Local Government Property Local Law 2026 – schedule of submissions

		Any consideration of a determination to be made under the proposed local law will be a matter for the Council to decide, at some appropriate future time, as or when needed.
	KDBA supports the City's enforcement powers. Where practical and where circumstances permit, KDBA asks that authorised persons engage with the KDBA event representative in the first instance when an issue arises during an approved sporting activity, to ensure consistent and coordinated facility management.	Clauses 6.1 and 6.2 are statutory powers for where the local government is the operator or service provider, itself. Where a hirer or lessee/licensee has use of local government property, either exclusive or partial, the entity assumes responsibility for the conduct of its patrons or members. Where for example the entity has a lease or licence agreement, it acts in effect as the occupier of the subject land (subject to the lease or licence and any applicable written law), with the right to direct a person to leave if the person's conduct is not compatible with the entity's use of the property/facility, and involve Police as and where considered appropriate. This is ultimately a decision for the entity.
4	Submission 4 11 July 2026	Response
	Ground 1 — Clause 4.1: Behaviour Interfering with Others Clause 4.1 prohibits behaviour on local government property that 'interferes with or is likely to interfere with the enjoyment' of any person using the property, or that 'causes, or is likely to cause, a nuisance to residents living adjacent to, or adjoining the property.' These are subjective standards. 'Likely to interfere with enjoyment' and 'likely to cause a nuisance' impose no objective threshold and confer a broad discretion on authorised persons. A person handing out information flyers, conducting a peaceful gathering, or recording conditions on public land could readily be characterised as 'likely to interfere' with another person's enjoyment of the property. The definition of 'nuisance' in clause 1.6 includes 'an activity or condition which is harmful or annoying.' Annoyance is an entirely subjective standard and is an insufficient basis upon which to ground criminal liability carrying a \$250 modified penalty. The submitters request that clause 4.1 be amended to: • Include an objective reasonableness qualifier, such that behaviour must objectively and unreasonably interfere with the enjoyment of others, not merely be characterised as likely to do so. • Expressly exclude from its operation lawful peaceful public advocacy and the exercise of rights of political communication on matters relating to the use and management of local government property.	The term “causes or is likely to cause” is in widespread use in local government local laws and requires an objective assessment of causation in all the circumstances. The wording of the clause is not predicated on a subjective assessment (.e.g. 'in the opinion of an authorised officer causes or is likely to cause'). The definition of nuisance in the local law is the common law definition that the JSCDL require local governments to use, which also requires an objective rather than subjective assessment. A local government has the legal capacity of a person and is lawfully permitted to regulate activities on property it owns or is responsible for within the scope provided by the <i>Local Government Act 1995</i> and judgements of the High Court and Supreme Court. The requested amendments are not supported.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	Ground 2 — Clauses 3.1(1)(b) and 4.13: Permit Requirement for Signs and Advertising Clause 3.1(1)(b) requires a permit to 'erect a sign or advertise anything by any means' on local government property. Clause 4.13 prohibits a person from placing a sign on local government property unless authorised by the local government, by written agreement, or by permit. As currently drafted, these provisions would require a permit for a person to hold a placard, display a banner, or distribute leaflets on local government property. A \$250 modified penalty applies for breach. No exemption exists for peaceful public advocacy or non-commercial political communication. This is a significant restriction on the right of citizens to engage in lawful advocacy. It is not clear that the City has authority under the Local Government Act 1995 to require a permit for political communication as such, as distinct from commercial advertising or permanent signage. A permit requirement applied to advocacy would raise serious questions about its consistency with the implied constitutional freedom of political communication. The submitters request that clause 3.1(1)(b) and clause 4.13 be amended to: • Include a clear exemption for non-commercial peaceful public advocacy, including the temporary holding or displaying of placards, banners, or other visual communications on matters relating to the use of local government property or other matters of public concern. • Alternatively, specify that any permit process for such activities must be administered in a manner consistent with the implied constitutional freedom of political communication, including by not imposing conditions that unreasonably restrict the content or viewpoint of the communication.	The current Local Government Property Local Law (2001) creates an offence for a person who, without a permit, advertise[s] anything by any means on local government property. The proposed local law by way of clauses 3.1(1)(b) and 4.13 continue the approach that has existed in the district for 25 years. See previous comment. The proposed (and current) local law does not discriminate around the purpose of signs/advertising or the messaging. To do so would likely be unlawful as the submitter suggests. Rather, all signs/advertisement devices on local government property require a permit (unless an exemption applies) as has been the case for 25 years. A permit issued for a sign on local government property could realistically convey a political advertisement or message of legitimate protest and be lawfully approved by the City – because the City is regulating the use of its public spaces, not the ideas expressed by those using them. It is necessary for the City to regulate the erections of signs and advertising on local government property in the interests of public amenity and safety. The requested amendment is not supported for these reasons.
	Ground 3 — Clause 5.2: Closure of Local Government Property Clause 5.2 provides that a person must not enter local government property 'which has been fenced off or closed to the public by a sign or otherwise, unless that person is authorised to do so by the local government or an authorised person.' This provision is of significant concern. It enables the City to exclude all members of the public from local government property by the simple expedient of erecting a fence or sign. There is no requirement	Clause 5.2 of the proposed local law is identical to an equivalent clause in the City's current property local law (2001), which states: <i>“No entry to fenced or closed local government property</i> <i>5.2 A person must not enter local government property which has been fenced off or closed to the public by a sign or otherwise, unless that person is authorized to do so by the local government.”</i>

Proposed Local Government Property Local Law 2026 – schedule of submissions

that the closure be proportionate, temporary, or for a stated legitimate purpose. There is no procedural mechanism for citizens to challenge a closure. The \$250 penalty for breach applies regardless of the circumstances or purpose of entry. The submitters note that Crown Reserve 50554 (Jorgensen Park) is managed by the City under a management order as a public reserve. Closure of such land for extended commercial purposes raises separate questions under the <i>Land Administration Act 1997</i> (WA), but the proposed local law would add a further enforcement mechanism to exclude members of the public from land to which they have historically had lawful access. The submitters request that clause 5.2 be amended to: • Require that any closure of local government property be by formal determination under Part 2 of the local law, with the public notice requirements that attend such a determination, rather than by informal sign or fence. • Specify that closure does not prevent access by persons seeking to exercise rights of inspection or documentation of conditions on public land, provided they do so without causing damage. • Require that any extended closure (exceeding 48 hours) be notified on the City's website and open to public objection.	Aside from the US English in the word 'authorized' it can be seen there is no change proposed to this particular regulatory provision from what has existed for 25 years. Further, it must be understood that clause 5.2 (either as it stands currently or as proposed) does not provide a source of authority to close land. The City already possesses such an inherent right as the lawful proprietor of land and premises, where modified by Acts of Parliament as appropriate, and subject to terms and conditions of entry displayed by the City at the entry to premises and facilities. What clause 5.2 does is provide for an offence if a person enters already fenced off local government property without authorisation. The requested amendment proposed by the submitter attempts to legitimise possibly unlawful access to closed or fenced off local government property and premises, particularly after hours for such places as a library, a waste transfer station or other like facility where public access is restricted. In addition, it would introduce administrative absurdity in that a Determination by Council would be needed in order to restrict access to land for - • dealing with a fallen tree; • a storm damage cleanup; • a bush fire; • a dangerous building; • construction works; • emergency access by a public utility Consequently the requested amendment is not supported.
Ground 4 — Clauses 6.1 and 6.2: Direction and Removal Powers Clause 6.1 requires any person on local government property to obey 'any lawful direction of an authorised person.' Clause 6.2 enables an authorised person to direct a person to leave local government property, or to remove a person. As drafted, these provisions are triggered by any non-compliance with the local law, including the broad behaviour provisions in clause 4.1. An authorised person could direct a person undertaking peaceful advocacy to leave the property on the basis that their activity is 'likely to cause a nuisance.' The submitters request that clause 6.2 be amended to: • Require that before directing a person to leave, an authorised person must state the specific provision of the local law they allege	A notable misunderstanding of submissions in respect of clause 6.2(4) is that the City can already exclude a person from local government property without relying on this clause at all - because the City as the lawful proprietor of property allow it to do so in a more or less unfettered manner - with no recourse. Clause 6.2(4) places limitations on how this can occur. The term <i>local government property</i> encompasses an array of places owned or managed by the local government, inclusive of parks, buildings and facilities. Clause 6.1 provides for an offence if a person fails to obey a lawful request from an authorised person. Clause 6.2(4) allows the local government to exclude a person from local government property for a period of up to 12 months. The submission is conflating Council's consideration of the proposed local law with the administration and application of it.

Proposed Local Government Property Local Law 2026 – schedule of submissions

has been breached and give the person a reasonable opportunity to comply with or respond to that allegation. Prohibit the use of direction and removal powers for purposes unrelated to safety, property protection, or genuine public amenity concerns.	A local government has the legal capacity of a person and is lawfully permitted to regulate activities on property it owns or is responsible for within the scope provided by the <i>Local Government Act 1995</i> and judgements of the High Court and Supreme Court. The proposed local law does not diminish nor alter the local government's responsibilities under administrative law when conducting enforcement and regulatory functions. Ultimately the local government has an obligation under the <i>Work Health and Safety Act 2020</i> as well as under general public liability principles to provide safe workplaces for its employees, and safe facilities for the public to use. The requested amendment is considered to be entirely unworkable from a practical perspective and is not supported.
Ground 5 — Implied Constitutional Freedom of Political Communication The High Court of Australia confirmed in <i>Lange v Australian Broadcasting Corporation</i> (1997) 189 CLR 520 that the Commonwealth Constitution contains an implied freedom of political communication. This freedom protects communications made or received in the course of the system of representative and responsible government established by the Constitution. It extends to communications about the conduct and decisions of local governments, which are creatures of State statute operating within the constitutional framework of representative government. A law that burdens the implied freedom is invalid to the extent of that burden if it is not reasonably appropriate and adapted to serve a legitimate end in a manner compatible with the maintenance of the constitutionally prescribed system of government: <i>McCloy v New South Wales</i> (2015) 257 CLR 178. The submitters are concerned that clauses 4.1, 3.1(1)(b), 4.13, 5.2, 6.1, and 6.2, taken together or individually, could be applied in a manner that burdens political communication about decisions of the City of Kalamunda. If so applied, the relevant provisions would be constitutionally invalid to that extent. The submitters request that the City obtain legal advice on the compatibility of the proposed local law with the implied constitutional freedom of political communication before the local law is finalised, and that the results of that advice be disclosed to the community.	It is considered the proposed local law is compatible with the implied freedom of political communication test contained within <i>Lange v Australian Broadcasting Corporation</i> (1997) 189 CLR 520, as modified by the High Court in <i>Coleman v Power</i> [2004] HCA 39 and then refined in <i>McCloy v New South Wales</i> [2015] HCA 34 and <i>Comcare v Banerji</i> [2019] HCA 23. It is also important to understand the proper application and effect of High Court decisions such as <i>Lange</i> and <i>McCloy/Comcare</i>. To quote <i>Lange</i> "...The freedom is best understood as a constitutional restriction on legislative power and the question is more generally as to the effect that the impugned legislation has upon the freedom." In other words, as explained in <i>Lange</i> the implied freedom of political communication is not a personal right or freedom of speech. Rather, it is a limitation on legislative and executive power operating to protect the system of representative and responsible government established by the Constitution. The question is therefore not whether the proposed local law affects political communication in some respect, but whether any such burden is constitutionally impermissible having regard to the principles established in <i>Lange</i> and subsequent authorities. As noted above, it is considered the proposed local law is compatible with the <i>Lange</i> test (as modified by <i>McCloy/Comcare</i>) as it seeks to regulate signs on local government property and does not impose any outright prohibition on political signage.
Observations on Timing	The local government is required to balance its responsibility as a provider of public facilities and as an enforcement agency across the entire district, involving a multitude

Proposed Local Government Property Local Law 2026 – schedule of submissions

The submitters note that this local law is proposed at a time when a significant community dispute is ongoing regarding the City's lease of Jorgensen Park to Kzemos Australia Pty Ltd. That dispute has generated extensive community advocacy, media coverage, and formal complaint processes to State and Commonwealth regulators. The submitters do not assert that the local law was introduced for an improper purpose. However, the submitters note that the combination of: • broad behaviour interference provisions; • permit requirements for signage and advertising; • closure and exclusion powers; and • direction and removal powers without proportionality constraints creates provisions that are capable of being applied to curtail lawful community advocacy about the use of Jorgensen Park and other local government property. The submitters request that the City expressly address, in its consideration of submissions, how these provisions will not be used to prevent lawful community advocacy about council decisions, and what oversight mechanisms will ensure the powers are exercised only for legitimate property management purposes.	of users, facilities, spaces, buildings and reserves that are required to provide for universal public access, rather than for a particular user or interest group. As has been repeatedly stated in reports to Council on the subject of its local laws, the City will avoid an automatic repeal of over half of its local laws on 6 December 2026, because they had not been reviewed within the previous 8-year review required under the <i>Local Government Act 1995</i>. Given this, and the age of some of the local laws, the decision was taken to replace some of them. This is the singular reason for actioning the replacement of existing local laws with new ones. The proposed local law regulates activities and conduct on local government property. It does not distinguish between advocacy, commercial activity or any other form of communication. The relevant provisions apply irrespective of the content or viewpoint of the activity. The powers conferred by the proposed local law must be exercised for the purposes for which they are conferred and in accordance with the <i>Local Government Act 1995</i>, the principles of administrative law and any other applicable written law. Any future unlawful or improper use of regulatory powers is subject to the same State Government and judicial review that currently apply to the exercise of local government powers.
Summary of Requests The submitters respectfully request that the Council: • Amend clause 4.1 to introduce an objective reasonableness qualifier and to expressly exclude lawful peaceful public advocacy from its operation. • Amend clauses 3.1(1)(b) and 4.13 to exempt non-commercial peaceful public advocacy from the permit requirement, or to specify that the permit process must be administered consistently with the implied freedom of political communication. • Amend clause 5.2 to require that extended closures of local government property be effected by formal determination with public notice, and to preserve access for inspection and documentation of conditions. • Amend clauses 6.1 and 6.2 to require disclosure of the alleged breach and an opportunity to respond before a person is directed to leave, and to prohibit the use of removal powers for purposes unrelated to safety or property protection. • Obtain and disclose legal advice on the compatibility of the local law with the implied constitutional freedom of political communication.	As above, the requested amendments are not supported.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	Provide a specific response in the Council's consideration of submissions to the question of how the proposed local law will not be used to suppress lawful community advocacy about the use of local government property.	
5	Submission 5 12 July 2026	Response
	I am concerned that the draft law introduces new permit requirements for community signs and megaphones on public land (clauses 4.13 and 3.1(1)(t)), creates a 12-month public land ban without judicial oversight (clause 6.2(4)), and removes safeguards that existed in the 2001 law — including the requirement that the full Council (not officers) must make decisions about public land use. I am also concerned that the draft law applies to Crown land managed by the City without any provision recognising the public trust obligations that apply to those reserves under the <i>Land Administration Act 1997</i>. The Jorgensen Park commercial Harry Potter event showed what happens when community rights are treated as secondary to executive convenience. I ask the council to amend the draft law to restore accountability, protect community protest rights, and explicitly recognise its Crown land obligations before the law is forwarded for Ministerial approval.	Refer previous comments in this regard. A local government has the legal capacity of a person and is lawfully empowered to regulate activities on property it owns or is responsible for within the scope provided by the law. The same legal and judicial constraints that apply to existing local laws will apply to the proposed local law. Notably clause 6.2(4) contains a right of review to Council or the State Administrative Tribunal in accordance with clause 7.1, contrary to the claim made by the submission. Clause 3.1(1) regulates permissible activities on local government property, by way of exclusion. That is, those activities that are listed, require permits unless exempted in some other way. The clause does not prohibit political speech. It regulates the erection of signs, advertisements, and use of public address equipment. Those are very different things. Local governments have regulated these things in public places for decades, regardless of the issue or the status of the local government's tenure over the land. The implied freedom of political expression in <i>Lange</i> does not create a positive right to use public land in whatever manner someone chooses. The High Court has repeatedly explained since the <i>Lange</i> decision that the implied freedom is not a personal right or licence to ignore generally applicable laws. As a Management Authority, the City is required to manage activities and behaviour on Crown land as it would any other. Any question over assignment of land tenure of Crown land is required to be dealt with in accordance with the <i>Land Administration Act 1997</i>, not a local law.
6	Submission 6 13 July 2026	Response
	We are writing to express concern over the reach of the proposed new Local Government Property Law. We do acknowledge the necessity for the City to control vagrants / vandalism / unsavory behavior in facilities, parks, reserves, playgrounds and buildings it owns, but	Noted. The proposed local law will apply to all City-owned freehold land and all Crown land where the City holds a vesting order or Management Order pursuant to the <i>Land</i>

Proposed Local Government Property Local Law 2026 – schedule of submissions

	recent actions such as the leasing of Jorgensen for a commercial event, where we were given so little information prior to the council having made their decision, are making us anxious about how this law could be used/abused. Is it possible for this law to apply to Crown land? I understand State Government laws will always override Local Government law, but given the recent leasing of the crown land alongside Jorgenson, we are anxious to understand if the City would be able enter into further commercial agreements without seeking State Government authority first? We also understand that this law allows for council to delegate their authority to make decisions about public land use. Again, because of the recent leasing of Jorgensen Park, we are anxious that Councillors may delegate authority for similar purposes as done in the case of the Harry Potter event, which seems designed to have given individual Councillors protection from decision making that it would seem more appropriate to have been made by our elected officials? We are also concerned that the requirement for permits to be necessary for putting up signs or using a speakerphone in public parks may be used to try and silence the right of community groups to hold events or protests in reaction to Council decisions about our public spaces. Can we be assured this is not the purpose of these permits? If further commercial agreements are to be considered, can we be assured that proper public consultation (28 days) will be afforded to us as a community?	<i>Administration Act 1997</i> in accordance with the definition of 'local government property' contained in the <i>Local Government Act 1995</i>. As the submitter notes, the local law is subject to the operation of Acts of Parliament. The power for the City to lease/licence/rent Crown land (where the City is the management authority and the Management Order permits it) is subject to the <i>Land Administration Act 1997</i>, not a local law. The proposed local law does not contain a head of power to delegate functions, to do so would be unlawful, and does not deal with the assignment (lease/licence/rent) of land. Such a hypothetical future circumstance would be a matter for the Council to decide at that time, in isolation of any local law. The proposed local law does not prohibit political speech. It regulates the erection of signs, advertisements, and use of public address equipment. Those are very different things. Local governments have regulated these things in public places for decades, regardless of the issue or the status of the local government's tenure over the land. The implied freedom of political expression in <i>Lange</i> does not create a positive right to use public land in whatever manner someone chooses. The High Court has repeatedly explained since the <i>Lange</i> decision that the implied freedom is not a personal right or licence to ignore generally applicable laws. Where hypothetical future circumstances involve a proposal to deal in the tenure of land, this is a matter for the Council to decide at that time, regardless of any local law, noting the <i>Local Government Act 1995</i> public notice requirements for advertising land transactions is 14 days.
7	Submission 7 12 July 2026	Response
	As a Kalamunda resident I write to formally object to parts of the currently proposed Local Government Property Local Law 2026. This draft law applies to Crown land managed by the City without any provision recognising the public trust obligations that apply to those reserves under the Land Administration Act 1997.	Noted. Refer to previous submission responses. As a Management Authority, the City is required to manage activities and behaviour on Crown land as it would any other. Any question over assignment of land tenure of Crown land is required to be dealt with in accordance with the <i>Land Administration Act 1997</i>, not a local law.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	Further, proposed new permit requirements for community signs and megaphones on public land (clauses 4.13 and 3.1(1)(t)) impose a 12-month public land ban without any judicial oversight (clause 6.2(4)), and remove the much needed legal safeguards that existed in the 2001 law — including the requirement that full Council (not simply officers) must make decisions about public land use. Clearly, the current Jorgensen Park commercial Harry Potter event demonstrates the dangers when community rights and council obligations are disregarded. The council must therefore amend the draft law to ensure there is due accountability, protect community protest rights, and explicitly recognise its Crown land obligations before the law is sent for Ministerial approval.	Refer previous comments in this regard. A local government has the legal capacity of a person and is lawfully empowered to regulate activities on property it owns or is responsible for within the scope provided by the law. The same legal and judicial constraints that apply to existing local laws will apply to the proposed local law. Notably clause 6.2(4) contains a right of review to Council or the State Administrative Tribunal, in accordance with clause 7.1, contrary to the claim made by the submission.
8	Submission 8	Response
	12 July 2026 I am a resident of Kalamunda and I write to formally object to two of the provisions of the proposed Local Government Property Local Law 2026. I am concerned that the draft law removes safeguards that existed in the 2001 law —including the requirement that the full Council (not officers) must make decisions about public land use. While I do not actually have a great deal of faith in our current council to make environmentally sound decisions, I don't think that just one unelected person, as well qualified as you may be, should have the over arching power to decide how our public land is used. This should be subject to effective community/public debate. I am also concerned that the draft law applies to Crown land managed by the City without any provision recognising the public trust obligations that apply to those reserves under the Land Administration Act 1997. The Jorgensen Park commercial Harry Potter event showed what happens when community rights are treated as secondary to executive convenience. I ask the council to amend the draft law to restore accountability and explicitly recognise its Crown land obligations before the law is forwarded for Ministerial approval.	Where in the proposed local law the ability to make a determination in accordance with clause 2.2 exists, this has been held as a function that can only be exercised by the Council (itself). In this regard, clause 2.1(1) specifically states that the “Council” may make a determination, not the “local government”. Contrary to the claims made by in the submission, where the <i>Local Government Act 1995</i>, regulations or local laws made under the Act use the term <i>Council</i>, the function cannot be delegated because the Council is the governing body of the local government. Where the term <i>the local government</i> is used, this is a function or power that can be delegated in accordance with section 5.42 of the Act, e.g.: 5.42. Delegation of some powers and duties to CEO (1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under — (a) this Act other than those referred to in section 5.43; or (b) the Planning and Development Act 2005 section 214(2), (3) or (5). (emphasis added) This is a well understood legislative paradigm that is accepted by the courts. If Council wishes to make a determination in respect of local government property, Council will need to follow the process prescribed by the local law. Refer to previous submission responses. As a Management Authority, the City is required to manage activities and behaviour on Crown land as it would any other. Any question

Proposed Local Government Property Local Law 2026 – schedule of submissions

		over assignment of land tenure of Crown land is required to be dealt with in accordance with the <i>Land Administration Act 1997</i> , not a local law.
9	Submission 9 15 July 2026	Response
	I am a resident of Kalamunda I write to formally object to several provisions of the proposed Local Government Property Local Law 2026. I am concerned that the draft Law introduces new permit requirements for community signs and megaphones on public land (clause 4.13 and 3.1(1)(t)) and removes safeguards that existed in 2001 law including the requirement that the full council (not officers) must make decisions about public land use I am also concerned that the draft Law applies to Crown Land managed by the City without any provision recognising the public trust obligations that apply to those reserves under the Land Administration Act of 1997 The Jorgensen park commercial Harry Potter event showed what happens when community rights are treated as secondary to executive convenience. I ask the council to amend the draft Law to restore accountability protect community protest rights and explicitly recognise its Crown Land obligations before the law is forwarded for ministerial approval.	Refer previous comments in this regard. As a Management Authority, the City is required to manage activities and behaviour on Crown land as it would any other. Any question over assignment of land tenure of Crown land is required to be dealt with in accordance with the <i>Land Administration Act 1997</i>, not a local law.
10	Submission 10 15 July 2026	Response
	4.8 (1) Based on current actions both here and abroad, would it not be wise to have a definition of both “male” and “female”. I couldn’t find one in the document. In addition, if you do make definitions to suit, how will you inform members of the public at each facility. 5.3 (2) (b) This prevents people from enjoying a glass of wine or a beer whilst having a picnic or a barbeque, or other social gathering. Is this the intention? 5.3 (2) (g) This implies that it would be illegal to take photographs of family members at events or in the parks, unless all other “patrons” who may be in the scene have consented to do so. This could prove impractical at, say, sporting events, or even events like the dance school shows in Stirling Park.	The naming convention is consistent with standard drafting practice; the ordinary meaning of everyday terms is used rather than defining every term unnecessarily. Public facilities are appropriately sign-posted, with those facilities provided for universal access as and where constructed, particularly new or refurbished facilities. Typically, all consumption outside of a licenced premises or an approved event or facility has always been unlawful in accordance with the <i>Liquor Control Act 1988</i>. Neither the current or proposed local law changes this. Noted. See previous remarks about this clause. It is appropriate to remove the clause as it will likely be unworkable from a practical use and an enforcement perspective.

Proposed Local Government Property Local Law 2026 – schedule of submissions

11	Submission 11 15 July 2026	Response
	The proposed amendments are contrary to the best interest of local residents and should be withdrawn. The fact that the city entered into a non-disclosure agreement with the Harry Potter Group excluded community involvement in the decision making and is not appropriate for a local government instrument. Local government is meant to give local residents the opportunity to participate in decision making (for example McDonalds application was approved by the city before local people were made aware.) The positioning will increase the vehicle congestion at the intersection and the infiltration of an American fast food giant is something we could do without.	Refer previous comments in this regard. The relevance of this comment to the proposed local law is not clear. The proposed local law does not contain a head of power to delegate functions, as it would be unlawful, and does not deal with the assignment (sell/lease/rent) of land. Such a hypothetical future circumstance would be a matter for the Council to decide at that time, in isolation of any local law. The McDonalds restaurant development is irrelevant to Council consideration of the proposed local law. As an aside, the McDonalds development was approved by the WA Government Joint Development Assessment Panel, not the City of Kalamunda.
12	Submission 12 17 July 2026	Response
	We are concerned that the draft law introduces new permit requirements for community signs and megaphones on public land (clauses 4.13 and 3.1(1)(t)), creates a 12-month public land ban without judicial oversight (clause 6.2(4)), and removes safeguards that existed in the 2001 law — including the requirement that the full Council (not officers) must make decisions about public land use. We are also concerned that the draft law applies to Crown land managed by the City without any provision recognising the public trust obligations that apply to those reserves under the Land Administration Act 1997. The Jorgensen Park commercial Harry Potter event showed what happens when community rights are treated as secondary to executive convenience. We ask the council to amend the draft law to restore accountability, protect community protest rights, and explicitly recognise its Crown land obligations before the law is forwarded for Ministerial approval.	Refer previous comments in this regard. As a Management Authority, the City is required to manage activities and behaviour on Crown land as it would any other. Any question over assignment of land tenure of Crown land is required to be dealt with in accordance with the <i>Land Administration Act 1997</i>, not a local law.

Proposed Local Government Property Local Law 2026 – schedule of submissions

15	Nature Reserves Preservation Group of Kalamunda, Inc. 17 July 2026	Response
	1. Background: Jorgensen Park and the Governance Concerns Under delegation to the CEO, a lease was executed over an area: • deemed for conservation and mix-use, as per the City's Jorgensen Park endorsed Management Plan; • gazetted for the purpose of conservation as per the Land Administration Act 1997 (LAA); • awarded as an environmental offset in that leased area for conservation in perpetuity; • recognised as an area containing Matters of National Environmental Significance and Threatened Ecological Communities under the EPBC Act; and • a Priority 1 Water Catchment Area, subject to strict Water Protection Quality notes. Because this lease had been delegated to the CEO, NRPG and the community felt that there was no recourse to address issues raised in submissions, leaving the only option as a Special Electors Meeting (SEM). The Motions raised in the SEM were subsequently "noted" by the City, however under the current Local Government Property Local Law, clause 2.2(4) the Council should have been responsible for considering the submissions and decide whether to proceed or not. The other governance concerns of this decision are: • The environmental assessment relied upon was provided by the commercial proponent, Kzemos Australia, not by an independent expert. The assessment was not made publicly available until the EPA required it, after the issue was raised by the community. • Elected councillors signed Non-Disclosure Agreements, limiting their ability to share information with the constituents they were elected to represent.	The proposed local law does not provide, in and of itself, a source of authority to deal in the tenure of land including the grant of leasehold estates. This is found in Acts of Parliament (including the <i>Local Government Act 1995</i> (s. 3.58) and in relation to Crown land the <i>Land Administration Act 1997</i> (s. 18)) and in common law proprietor's rights, as upheld by the Supreme Court from time to time. If the City exceeded its powers under the <i>Land Administration Act 1997</i> or a management order, that would be unlawful regardless of whether the local law addressed it. A local law cannot make provision that is inconsistent with any written law and is inoperative to the extent of any such inconsistency (s. 3.7 <i>Local Government Act 1995</i>)
	2.1 Clause 1.10 — The Hiring Power Entrenches the Problem Clause 1.10 of the draft Law provides that, "despite anything in this local law to the contrary," the local government may hire local government property to any person or enter into any agreement regarding its use. This raises concerns of the following, as: • it explicitly overrides every other provision in the local law. • it applies equally to land the council owns and to Crown reserves managed under the LAA — without distinguishing between them. • it contains no acknowledgement of the requirements for written Ministerial approval first and does not meet the expectation that proponent and/or independent environmental assessments are made available in the public notice for submissions. • given that submissions	Not supported. Refer to response to previous comments. In addition, the proposed local law does not provide, in and of itself, a source of authority to deal in the tenure of land or to exclude a person (or people generally) from land. This is found in Acts of Parliament and in common law proprietor's rights, as upheld by the Supreme Court from time to time. Hiring local government property is activity based, not tenure based. No conferral of property tenure occurs with a hire arrangement, which can vary in duration from 1 hour to 1 week or more. Moreover, the amendments requested would likely be ruled as <i>ultra vires</i> by the JSCDL by reason of attempting to extend statutory powers from Acts of Parliament, which delegated legislation is not permitted to do.

Proposed Local Government Property Local Law 2026 – schedule of submissions

may come from organisations which have their own constitutional timing requirements, we believe that a 28 day public consultation period is more acceptable. NRPG submits that clause 1.10 must be amended to: (a) exclude its application to Crown reserves except to the extent consistent with the LAA and any applicable management order; (b) require proponent and/or independent ecological assessment reports before submissions and any commercial agreement over a Crown reserve is executed; and (c) require a minimum 28-day community consultation period before any such agreement is executed.	Constitutional requirements of separate entities to the local government are of no relevance to the City's local law making powers. The requested amendments are not supported.
2.2 Removal of Non-Delegation Safeguard — Old Clause 2.2(8) The Shire of Kalamunda Local Government Property Local Law 2001 (the current law) contains the following provision at clause 2.2(8): "A decision under subclause (3) or (4) is not to be delegated by the Council." This provision ensures that formal determinations about the use of specific public land, including those that restrict or permit activities on Crown reserves, must be made by the elected Council, not delegated to the CEO or officers. It is a democratic safeguard of direct relevance to the LGA3 issue and reflects the legislative policy that decisions about public land use require elected accountability. The draft Law removes clause 2.2(8) without explanation or justification in the FAQs. Its removal means that a CEO or delegated officer could, make a binding determination restricting public access to a Crown reserve under the draft clause 2.8(1)(j), without elected councillors being required to make or authorise that decision. We have concerns with the mandatory language being replaced with discretionary language. Under the current 2001 clause 2.2(3): "the Council is to decide", is being changed to "the Council may decide". Because LGA3 now has a \$100,000 limit we question the removal of clause 2.2 (8) as some future decisions over that limit have to go back to Council. NRPG submits that the equivalent of old clause 2.2(8) must be reinstated in the draft Law. The power to make determinations about the use of Crown reserves managed by the City must remain non-delegable and be determined by the full elected Council.	Where in the proposed local law the ability to make a determination in accordance with clause 2.2 exists, this has been held as a function that can only be exercised by the Council (itself), consistent with the wording of cl. 2.1(1), which provides that "Council may make a determination...". Contrary to the claims made by the submission, where the <i>Local Government Act 1995</i>, regulations or local laws made under the Act use the term <i>Council</i>, the function cannot be delegated because the Council is the governing body of the local government. Where the term <i>the local government</i> is used, this is a function or power that can be delegated in accordance with section 5.42 of the Act, e.g.: 5.42. Delegation of some powers and duties to CEO (1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under — (a) <i>this Act other than those referred to in section 5.43; or</i> (b) <i>the Planning and Development Act 2005 section 214(2), (3) or (5).</i> (emphasis added) This is a well understood legislative paradigm that is accepted by the JSCDL and upheld by the courts. If Council wishes to make a determination in respect of local government property, Council will need to follow the process prescribed by the local law. Contrary to the view presented by the submission, the terminology presented by the existing property local law in clause 2.2 (i.e. "the local government") actually allowed for this function to be delegated, were it not for subclause (8). This is a matter of more efficient and effective drafting than anything else. The requested amendment is not necessary for this reason.

Proposed Local Government Property Local Law 2026 – schedule of submissions

2.3 Removal of Public Notice for Permit Applications — Old Clause 3.2(4) The current law at clause 3.2(4) states that the local government may require an applicant to give local public notice of a permit application before that application is determined. This discretionary tool, which allows the community to be notified of significant applications before approval is granted, has been removed from the draft Law without explanation. Its absence means that a commercial operator seeking a permit to conduct events on, fence off, or charge for entry to a public reserve may do so without any community notification at the application stage. The public learns of the permit only after it has been granted. NRPG submits that clause 3.2(4) must be reinstated, and that public notice should be mandatory (not merely discretionary) for any permit application relating to commercial use of a Crown reserve.	Whilst it has become far less common in the sector to require a public notice process for permit applications due to concerns about excessive regulation, there appears to be no overarching impediment to including such a provision. However, making such a requirement as mandatory is not supported as it would require the multitude of user groups and sports clubs to engage in a public notice process. This would be an unreasonable regulatory overreach by the local government. A more workable alternative is for it to be discretionary as per the existing local law. Supported, in part.
2.4 New Restrictions on Community Protest and Assembly The draft Law introduces new provisions that when taken together, create concerning legal barriers to community advocacy on public land, which do not exist in the 2001 law: • Clause 4.13: Prohibits placing any sign on local government property without a permit. The council may refuse a permit without prescribing criteria. This could potentially unfairly prevent a member of the public from posting a 'lost dog' sign. • Clause 3.1(1)(u): Requires a permit to "conduct an entertainment event". This term is broad and undefined, and a simple organised community gathering could be deemed an entertainment event. • Clause 4.1(b): Creates a new offence of behaving in a manner that "interferes with or hinders a local government employee going about their lawful duties." Our concern is that community protest at a public reserve could be deemed to be in breach. • Clause 3.11(1)(d): Permits cancellation of a permit where the council "reasonably considers" the activity "may create" an "amenity issue." The word "amenity" is not defined. It could be selectively used against community groups whose activities inconvenience approved commercial operations. These provisions, read together with the 12-month public land ban in clause 6.2(4) (discussed below), create a regime in which the council has extensive tools to restrict organised community gatherings, while commercial operators can access the same land through the unreviewable hiring power in clause 1.10. NRPG submits that any permit requirement for community assembly or signage on public land must be assessed against viewpoint-neutral,	Refer to previous comments in this regard.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	objective criteria; that "amenity" must be defined before it can operate as a cancellation ground; and that a new clause explicitly protecting the right to peaceful assembly on public land must be inserted into the draft Law.	
	2.5 The 12-Month Public Land Ban — Clause 6.2(4) Clause 6.2(4) of the draft Law is an entirely new provision. It states and raises the following concerns: "If a person has been directed to leave the local government property in accordance with subclause (1), the local government may refuse entry of a person to the local government property for a period of up to 12 months inclusive of any building or grounds associated with that property." This power is exercisable by the local government, which may be the same body whose decisions a person may be protesting. It requires no court order and is not subject to independent review before it takes effect. The only recourse is an after-the-fact objection under Part 7 of the Draft Law. No equivalent provision existed in the 2001 law. The 2001 law allowed an authorised person to direct someone to leave; but it did not confer any power to ban them from returning. The step from "direction to leave" to "exclusion for twelve months" is a significant shift in the coercive power available to the executive. NRPG submits that clause 6.2(4) must be amended to require that any exclusion order exceeding 30 days be authorised by a magistrate, with the affected person given notice and an opportunity to be heard. No person should be excluded from Crown land for an extended period by executive decision alone, without judicial oversight.	Not supported. Refer to previous comments in this regard. A local government has the legal capacity of a person and is lawfully empowered to regulate activities on property it owns or is responsible for within the scope provided by the law. The same legal and judicial constraints that apply to existing local laws will apply to the proposed local law. Notably clause 6.2(4) contains a right of review to Council or the State Administrative Tribunal as stated in clause 7.1. The power to exclude a person to refuse entry of a person to local government property for a period of up to 12 months under cl. 6.2(4) is only exercisable where a person has already been directed to leave local government property in accordance with subclause (1), which only permits a person to be directed to leave local government property where the person has acted contrary to the local law or another written law. The power can therefore not be exercised arbitrarily. Retention of this regulatory power is necessary for reasons of public safety and work health and safety. The requested amendments are not supported.
	2.6 The Absence of a Crown Land Savings Provision The draft Law applies to "local government property," which is defined in clause 1.6 to include land of which the City is the management body under the Land Administration Act 1997. This brings all Crown reserves managed by the City within the scope of the draft Law. Yet the draft Law contains no provision that: (a) acknowledges the City's role as a Crown land management body subject to obligations under the LAA; (b) limits the exercise of powers under the draft Law in a manner inconsistent with those obligations; or (c) requires the City to act consistently with the gazetted purpose of Crown reserves when exercising any power under the draft Law. This is a concerning omission. The LAA framework and the local law framework operate in the same space over the same land, at the same time. Without an explicit savings provision, the broader powers in the draft Law (the hiring power, the determination power, the fencing and exclusion	Local government property includes Crown land the care, control and management of which is vested in a local government, as per the definition of "local government property" in the <i>Local Government Act 1995</i>. The provisions of a local law cannot operate inconsistently with any written law, including the LAA (s. 3.7 LGA) The proposed local law otherwise does not provide, in and of itself, a source of authority to deal in the tenure of land. This is found in Acts of Parliament and in common law property rights, as stated by the Supreme Court. If the City exceeded its powers under the <i>Land Administration Act 1997</i> or a management order, that would be unlawful regardless of whether the local law mentioned it. The requested amendment is not supported.

Proposed Local Government Property Local Law 2026 – schedule of submissions

	power) may be used in ways that are inconsistent with the LAA without any provision in the local law flagging or preventing that inconsistency. NRPG submits that the following provision, or one to equivalent effect, must be inserted into the draft Law: "Nothing in this local law authorises the local government to manage, restrict access to, enter into any agreement regarding, or otherwise exercise any power in respect of, any Crown reserve of which the local government is the management body, in a manner that is inconsistent with the gazetted purpose of that reserve, any management order made in respect of that reserve, the requirements of the Land Administration Act 1997, or any other written law governing Crown land tenure including section 5.43(h) of the Local Government Act 1995."	
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