

Mitchell Settlement

Background

In 2016, the City of Los Angeles revised municipal code 56.11, through a public process, to propose limits on the amount of property (60 gallons) that a person can have on the sidewalk. That municipal code is still on the books, however, immediately following adoption the City was sued (Mitchell vs. City of Los Angeles) and the City stopped enforcing these limits under code 56.11. We believe 56.11 will be re-defined soon.

Over the past 12 months, the DTLA community including a coalition of BIDs, businesses, CCA, residents, and social service agencies urged the City to go to trial and to not settle the case. Only two council people voted against settling the case (Huizar, CD 14 and Buscaino, CD 15). The settlement components were release May 29, 2018.

Summary of Settlement Agreement

The settlement defines a “Covered Area” in downtown Los Angeles that ***borders Second Street to the north; Eighth Street to the south; Spring Street to the west; Alameda Street to the east.*** Some of the Fashion District BID boundaries overlap this new “Covered Area”. Within the “Covered Area” *“the City will not seize property as part of a cleanup of an area where homeless people’s property is located absent an objectively reasonable belief that it is abandoned, presents and immediate threat to public health or safety, is evidence of a crime, or is contraband.”*

The City ***may*** seize property provided it does the following:

1. Provide at least 24 hours advance notice of cleanup
2. Provide 30 minute warning and opportunity for individuals to remove property
3. City will not conduct cleanups if it is raining or the temperature falls below 50 degrees
4. City will not seize property if it is believed the individual has been arrested, unless there is an “objectively reasonable belief that the property is abandoned, presents an immediate threat to public health or safety, is evidence of a crime, or is contraband.”
5. The City must keep any property that is not deemed a public health or safety threat for 90 days. The City must post a notice in the location that the property was taken.
6. Nothing in the agreement “shall prohibit the City from seizing within the “Covered Area”, with or without notice, nor require the City to store or maintain the following items:
 - a. couches, mattresses, dressers or other similarly –sized or larger furniture;
 - b. wooden pallets
 - c. Refrigerators or other similarly sized larger appliance, or barbeques or other open-flame cooking devices having fuel containers with a water capacity greater than 2.5 pounds.”
7. If the personal property impedes ADA access or ingress/egress, the City *may* move the property with or without notice to provide appropriate clearance. If the person chooses not to comply with the request to move, the City *may* seize the property with or without notice and store it for 90 days.