



*"Gateway to the Santa Monica Mountains National Recreation Area"*

**DATE:** May 28, 2019

**CASE NO.:** TUP-01636-2019

**PROJECT DESCRIPTION:** Temporary placement of a chain link and green mesh fence along the property edge

**APPLICANT:** Lou Mellman and Garry Collett  
California Commercial Investment Group  
4530 E. Thousand Oaks Blvd., #100  
Westlake Village, CA 91362

**OWNER:** Shuman Associates  
c/o Bruce Bailey  
23012 Ventura Blvd.  
Woodland Hills, CA 91364-1106

**LOCATION:** Vacant lot at southeast corner of Agoura and Kanan Roads

**ASSESSOR'S PARCEL #:** 2061-003-027

**ZONE:** Planned Development (PD) (Agoura Village Specific Plan)

**DATES OF OPERATION:** Duration of four (4) months, beginning ten (10) days after approval by City

Dear Messrs Collett and Mellman:

Pursuant to Section 9678 of the Agoura Hills Municipal Code (AHMC), you have applied for a Temporary Use Permit (TUP) to place a maximum six-foot high chain link fence with green mesh cover on a vacant private property at the southeast corner of Kanan and Agoura Roads (APN 2061-003-027). The fence is related to testing being conducted by California Commercial Investment Group, the applicant for the proposed Agoura Village East (AVE) Project on this site (Case No. AVDP-01161-2015). The City has not approved the AVE Project and no construction would occur as part of the TUP. The fence shall be located along 1,350 linear feet of the parcel boundary per the attached "Temporary Privacy Fence Exhibit," and attached Conditions of Approval. A double gate vehicle entrance along the fence and a vehicle staging area would be

located on-site along the eastern property border. Access to the site would be from the property immediately east of the site.

Pursuant to AHMC Sections 9678.2.C and E, the Community Development Director finds:

1. That the operation of the requested use at the location proposed, and within the time period specified, will not jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare.

The fence is to provide privacy on site during testing. By restricting access to the site during testing, the public health, safety and general welfare will be protected. The City Traffic Engineer has reviewed the fence site plan for traffic safety, and identified measures to ensure adequate traffic line of sight, which have been incorporated as conditions of approval. As conditioned, the fence will not cause traffic safety concerns.

2. That the proposed site is adequate in size and shape to accommodate such temporary use without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site.

The fence will be placed on the perimeter of the private site to enable testing to occur within the fenced area. As the temporary fence will be removed after testing is completed and no permanent improvements would occur, the placement of the fence will not jeopardize the use, enjoyment or valuation of the property or surrounding land.

3. That the proposed site is adequately served by streets or highways having sufficient width and improvements to accommodate the kind and quantity of traffic that such temporary use will or could reasonably generate.

The purpose of the fence is to provide privacy while testing is occurring on the site. Traffic related to installation of the fence would be negligible, and consist of workers' vehicles, estimated to be about 2-3 vehicles, and minor equipment. Given the limited number of vehicles, traffic trips would be nominal. Vehicle access to the site would be via Agoura Road and a driveway on the property east of the subject site. Agoura Road and the access point can accommodate the expected worker trips.

4. That adequate temporary parking to accommodate vehicular traffic to be generated by such use will be available either on-site or at acceptable alternative locations.

Parking of vehicles and equipment for installation of the fence would be permissible on-site only. There is sufficient room on the site to accommodate the expected number of vehicles. Conditions of approval prohibit parking of vehicles and equipment in the public right-of-way and overnight parking of vehicles on-site.

5. That approval of a temporary use permit will not result in the use of a lot or parcel of land for a cumulative time period in excess of the maximum time period such temporary use may be authorized during any twelve-month period. The director shall deny an application for a temporary use permit where the information submitted by the applicant or otherwise obtained fails to substantiate such findings.

The use permit is valid for a period of four (4) months from the date of permit issuance. The period may be extended on a month-to-month basis at the discretion of the Community Development Director, however, the entire period may not exceed seven (7) months.

Temporary Use Permit Case No. TUP-01636-2019 is hereby approved, subject to the attached "Temporary Privacy Fence Exhibit" (Attachment A) and Conditions of Approval (Attachment B). This approval, including any conditions of approval, may be appealed to the Planning Commission within ten (10) calendar days of the date of this decision.

Please refer to Attachment C, the Temporary Use Permit Agreement to Conditions of Approval. This form must be completed and returned to the Community Development Department, Planning Division, as part of this permit issuance and prior to commencing the use. Attachment D, the completed Hold Harmless Agreement, is included for your reference.

If you have any questions, please contact Allison Cook, Assistant Planning Director, of my staff at (818) 597-7310 or at [acook@ci.agoura-hills.ca.us](mailto:acook@ci.agoura-hills.ca.us). Thank you.

Sincerely,



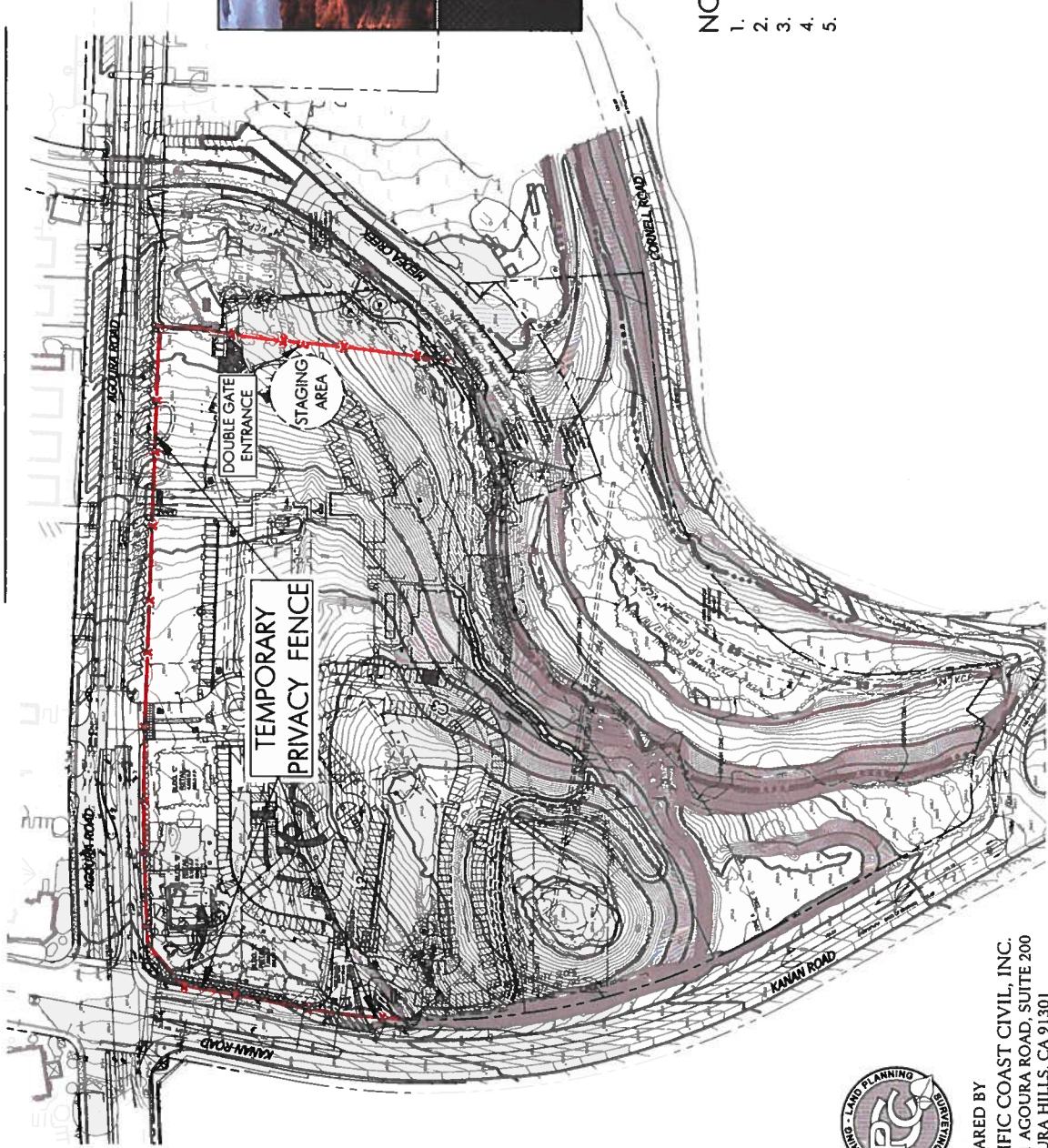
Dave Ward, AICP  
Community Development Director

**Attachments:**

- A. Temporary Privacy Fence Exhibit
- B. Conditions of Approval
- C. Temporary Use Permit Agreement to Conditions of Approval
- D. Hold Harmless Agreement

**ATTACHMENT A**  
**Temporary Privacy Fence Exhibit**

# TEMPORARY PRIVACY FENCE EXHIBIT



**EXAMPLE**  
TEMPORARY  
PRIVACY FENCE

**NOTES:**

1. TEMPORARY FENCE NOT TO EXCEED 6' IN HEIGHT
2. INCLUDES DOUBLE ACCESS GATE
3. POLES ARE TO BE ANCHORED TO THE GROUND, DEPTH=24"
4. CHAIN LINK FENCE WITH GREEN PRIVACY COVERING
5. TEMPORARY FENCE TOTAL LINEAR FEET = 1,350 FT



SCALE: 1" = 150'



PREPARED BY  
PACIFIC COAST CIVIL, INC.  
30141 AGOURA ROAD, SUITE 200  
AGOURA HILLS, CA 91301



## Attachment B

### Conditions of Approval TUP-01636-2019

1. This decision, or any aspect of this decision, including conditions of approval, may be appealed to the Planning Commission within ten (10) days of the date of the Community Development Director's action, subject to filing the appropriate form and related fees.
2. Fence installation and any other related work on site related to this use permit shall not commence until after the appeal period identified in Condition No. 1 has expired.
3. This action shall not be effective for any purpose until the applicant has agreed, in writing, that he/she is aware of, and accepts, all the Conditions of Approval of this permit, and said agreement is filed with the Community Development Department, Planning Division.
4. The approval of this action is limited to, and requires conformance to, the approved labeled, "Temporary Privacy Fence Exhibit" dated May 9, 2019 (attached, Exhibit 1), as amended by these Conditions of Approval.
5. The applicant shall comply with all applicable City of Agoura Hills ordinances and regulations as required by the Community Development Department and Public Works Department, except as exempted by this use permit approval.
6. The temporary fence shall be chain link with green mesh fabric screen, and not exceed six (6) feet in height.
7. The temporary fence shall be installed on the site a minimum of 20 feet from the face of curb at the intersection of Kanan and Agoura Roads, per attached Exhibit 2. This 20-foot requirement shall apply to a length of 100 feet on the south leg of Kanan Road and 40 feet on the east leg of Agoura Road. The remainder of the fence outside of this intersection zone may be installed along the property line.
8. No work, improvements, or parking of vehicles and equipment is permitted in the public right-of-way.
9. Access to the site shall be from the existing driveway on Agoura Road on the property immediately to the east of the site. No direct access from Agoura Road or Kanan Road is permitted.
10. Overnight parking of vehicles on site is prohibited.

11. Prior to commencement of temporary fence installation and any other work on site related to this use permit, a clearly legible sign shall be erected on site generally at the corner of Agoura and Kanan Roads at least 20 feet from the face of curb at the intersection, to consist of the text indicated in attached Exhibit 3. The sign area shall be four (4) feet high by eight (8) feet wide, and white coroplast, or similar finish, properly secured to a ¾ inch thick plywood of the same dimensions. The plywood shall be supported by two (2) four (4)-inch by four (4)-inch by eight (8)-inch high posts on each end. The sign shall remain for the duration of this use permit and be removed upon termination of the permit.
12. Up to three (3) “No Trespassing” signs are permitted on the fence. The dimensions of these signs shall not exceed approximately 18 inches x 24 inches, and the text shall be limited to “No Trespassing” and reference to state penal code.
13. The site’s grounds shall be maintained in a clean and neat manner for the duration of this permit. At the termination of this use permit and of all work on the site, the entire site shall be left clean and neat with no evidence of residual debris. The site’s condition shall be inspected and approved by the Community Development Director.
14. The applicant shall comply with all applicable public health statutes, ordinances and regulations related to the disposal of garbage and residual debris.
15. No structures, temporary or permanent, are permitted on the site as part of this use permit.
16. The hours of operation at the site shall conform to the Agoura Hill Municipal Code (AHMC), Chapter 1, Section 4100, relative to temporary fence installation and noise. No work is authorized to begin earlier than 7:00 AM and shall not continue past 7:00 PM on weekdays, including Saturday. No work is permitted on Sundays or holidays.
17. No lighting is permitted as part of this use permit.
18. Installation and location of the temporary fence, and any associated work, shall avoid the encroachment into the protected zone of any oak trees, as regulated by the City’s Oak Tree Ordinance and Guidelines.
19. The temporary fence, including green mesh fabric, shall be maintained in good condition.
20. Any graffiti or defacement of the temporary fence shall be removed and addressed per Agoura Hills Municipal Code Chapter 11, Article IV, Graffiti Prevention and Removal.
21. It is hereby declared to be the intent that if any provision of this use permit is held or declared to be invalid, the permit shall be void and the privileges granted hereunder shall lapse.
22. It is further declared and made a condition of this permit that if any condition herein is violated, said permit shall be suspended and the privileges granted hereunder shall lapse.

23. This use permit is valid for a period of four (4) months from the date of permit issuance. The period may be extended on a month-to-month basis at the discretion of the Community Development Director. In no case shall the total duration of this use permit exceed seven (7) months.

END



**Exhibit 1**

**Temporary Privacy Fence Exhibit**

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SCALE: 1" = 150'



THE AVE  
MAY 9, 2019



PREPARED BY  
PACIFIC COAST CIVIL, INC.  
30141 AGOURA ROAD, SUITE 200  
AGOURA HILLS, CA 91301

**Exhibit 2**

**Fence Installation Location at the Kanan/Agoura Road Intersection Area**



**Exhibit 3**

**Sign Text**

## NOTICE OF PRIVATE PROPERTY

The Agoura Village East (AVE) Project is a proposed mixed-use development on this site. The City of Agoura Hills has not approved the AVE Project, and no construction is occurring.

At this early stage, testing is being conducted by the AVE Project applicant.

For questions or concerns, please contact:

Project Applicant:

Lou Mellman or Garry Collett  
California Commercial Investment Group  
(805) 495-8400  
lou@ccinvest.com or collett@ccinvest.com

City of Agoura Hills staff contact:

Allison Cook, Assistant Planning Director  
(818) 597-7310  
acook@ci.agoura-hills.ca.us

**ATTACHMENT C**

**Temporary Use Permit Agreement to Conditions of Approval**



TEMPORARY USE PERMIT  
AGREEMENT TO CONDITIONS OF APPROVAL

(Please Print)

I, \_\_\_\_\_, applicant for Temporary Use Permit (TUP) Case Number \_\_\_\_\_, have read the Conditions of Approval. I understand and agree to comply with all Conditions of Approval. I understand that failure to comply with the Conditions of Approval may result in the revocation of TUP Case Number \_\_\_\_\_. I also understand that failure to comply may result in the forfeiture of any Security Deposit, which may have been collected by the City, as well as being held responsible for any additional costs incurred by the City relative to non-compliance with the Conditions of Approval.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



**ATTACHMENT D**  
**Hold Harmless Agreement**



**AGOURA HILLS**

**HOLD HARMLESS AGREEMENT**

The California Commercial Investment agrees to and does hereby indemnify and hold harmless the City of Agoura Hills, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to person, (2) injury to, loss or theft of property, or (3) any other loss, damage, or expense arising under either (1) or (2) above, sustained by the Fence Factory or any person, firm or corporation employed by the Installion of the temporary fencing upon or in connection with the activity called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the City, its officers, employees, agents or independent contractors who are directly employed by the City; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Fence Factory, or any person, firm or corporation employed by the Fence Factory either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of , or in any way connected with the activity on or off City property, if the liability arose from the negligence or willful misconduct of anyone employed the California Investments either directly or by independent contract.

The California Investments at his own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents, or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Activity: Installing a Temporary Fence

Location: Kanan & Agoura Road Date/Time: in the future

Organization: California Investments

Signature: [Handwritten Signature] Date: 2-14-2019

Title: Partner