

# MEMORANDUM

## Planning Division



**Date:** May 11, 2016  
**To:** Planning Commission Subcommittee  
**From:** Natalie Dean, Planning Intern  
**Subject:** **Minor Conditional Use Permit No. P-UP16-0002:** A request to allow new restaurant and partial extension of existing restaurant (Stuft Pizza) for ancillary beer and wine sales.  
**Location:** 1422 Dempsey Road, APN: 8835018  
**Zoning/GP:** General Commercial (C2) / General Commercial (GNC)

### **Background:**

- On March 16, 2016, Amal Bey submitted an application for a Minor Conditional Use Permit to allow the sale of beer and wine as part of the dining experience of Stuft Pizza, and its expansion, to be located at 1422 Dempsey Road. Stuft Pizza’s project will include expanding into the space formerly leased by Minh’s Vietnamese restaurant to operate a 1,600 sq. ft. restaurant with alcohol sales. The expansion would be a new restaurant tentatively named “IBU Tap Room and Bottle Shop” The project will entail interior tenant improvements, which includes, but is not limited to, approximately 555 sq. ft. of dining area and 67 sq. ft. of bar area. Additional parking will not be required because the project will replace the same type of use.

	<b>General Plan</b>	<b>Zone</b>	<b>Uses</b>
Subject Site	General Commercial (GNC)	General Commercial (C2)	Retail and Child care center
North	Single Family Medium Density	Single Family Residential (R1-3)	Residential
South	General Commercial (GNC)	General Commercial (C2)	Burger King
East	General Commercial (GNC)	General Commercial (C2)	Pho Saigon Noodle House
West			Highway 680

- The purpose and intent of the General Commercial (C2) Zoning Designation is to provide for a wide range of retail sales and personal and business services. The restaurant use in the General Commercial (C2) Zoning designation is a permitted use, but adding beer and wine sales requires a Minor Conditional Use Permit.

**P-UP16-0002, Stuft Pizza Expansion with Beer and Wine (IBU Tap Room and Bottle Shop)**

- This application is submitted pursuant to Milpitas Municipal Code XI-10-5.02-1 (8) (Restaurants or Food Service) which requires Planning Commission Subcommittee review and approval of a Minor Conditional Use Permit for ancillary beer and wine sales as part of a restaurant (with no separate bar).
- The proposed hours of operations (with beer and wine sales) are as follows:
  - Sunday through Wednesday 12:00pm – 10:00pm,
  - Thursday 12:00pm - 12:00am
  - Friday and Saturday 12:00pm – 1:00am.
- The existing restaurant's hours (Stuft Pizza) will remain the same at Monday through Thursday 11:00am to 10:00pm, Friday 11:00am to 11:00pm, Saturday 11:00am to 10:00pm, and Sunday 11:00am to 9:00pm.
- The applicant is requesting a Type 41 On-Sale Beer and Wine License from the Department of Alcoholic Beverage Control (ABC) which authorizes the sale of beer and wine for consumption on or off the premises where sold.
- According to ABC, the project falls above the maximum allotted concentration of liquor licenses for the Census Tract in which this project is located (5044.16) which authorizes four (4) On-Sale and one (1) off-sale license permits and currently has eight (8) Type 41 On-Sale Beer and Wine active licenses.
- In order for ABC to grant the pending license application, it must be demonstrated that the public convenience or necessity would be served by the issuance of the license, per Business and Professions Code Section 23958.4.
- Based on staff's analysis, the following findings can be made ensuring the project will not be detrimental to the surrounding area and serve the public convenience or necessity:
  - The proposed beer and wine sales is a complimentary service to an existing restaurant (Stuft Pizza).
  - The project site is located on the General Commercial (C2) Zoning Designation and is surrounded by other commercial and restaurant uses. The addition of beer and wine service at this location will provide a public convenience and necessity for the dining customers.
  - Police and Fire Department reviewed and provided clearance to Stuft Pizza's application for an expansion with a Minor Conditional Use Permit for beer and wine service.
  - As conditioned, the operator will be responsible for ensuring all employees receive "Responsible Alcoholic Beverage Service" training offered through programs established by the ABC. The operator will also be required to comply with all applicable State and other laws pertaining to the sale of alcohol.

**P-UP16-0002, Stuft Pizza Expansion with Beer and Wine (IBU Tap Room and Bottle Shop)**

- The project is consistent with the Milpitas General Plan Economic Development policies 2.a-I-3, which directs that the project promotes economic pursuits which will strengthen and promote development through stability and balance *and* 2.a-I-7, which directs that the project provides opportunities to expand employment, participate in partnerships with local business to facilitate communication, and promote business retention.
- The project is exempt from further CEQA review pursuant to Section 15301 (Existing Facilities) because it is an existing restaurant and the addition of on-site consumption of beer and wine in conjunction with food service is considered a negligible change in operation of an existing restaurant use.

**Recommendation:**

STAFF RECOMMENDS THAT the Planning Commission Subcommittee approve Minor Conditional Use Permit No. P-UP16-0002 for Stuft Pizza subject to the above findings and the following attachments.

*Attachments:*

- A. Conditions of Approval
- B. Site Plan and Floor Plan, Zoning, Site Location and Site Image

**CONDITIONS OF APPROVAL**

Minor Conditional Use Permit No. MC16-0002

A request to add beer and wine to an existing restaurant

1422 Dempsey Road (APN: 88-35-018)

General Conditions

1. General Compliance. The applicant and owner, including all successors in interest (collectively “Permittee”) shall comply with each and every condition set forth in this Permit. This Minor Conditional Use Permit No. P-UP16-0002 shall have no force or effect unless and until all things required by the below-enumerated precedent conditions have been performed or caused to be performed.
2. Effective Date. Unless there is a timely appeal filed in accordance with the Milpitas Zoning Code, the date of approval of this Permit is the date on which the decision-making body approved this Permit.
3. Acceptance of Permit. Should Permittee fail to file a timely appeal within twelve (12) calendar days of the date of approval of this Permit, inaction by Permittee shall be deemed to constitute each of the following:
  - a. Acceptance of this Permit by Permittee; and
  - b. Agreement by the Permittee to be bound by, comply with, and to do all things required of or by Permittee pursuant to all of the terms, obligations, and conditions of this Permit.
4. Permit Expiration. Pursuant to Section XI-10-64-06 of the Milpitas Zoning Code, this Permit shall become null and void if the activity permitted by this Permit is not commenced within two (2) years from the date of approval, or for a project submitted with a tentative map, within the time limits of the approved tentative map. Pursuant to Section XI-10-64.06(B) of the Milpitas Zoning Code, an activity permitted by this Permit shall be deemed to have commenced when the project:
  - a. Completes a foundation associated with the project; or
  - b. Dedicates any land or easement as required from the zoning action; or
  - c. Complies with all legal requirements necessary to commence the use, or obtains an occupancy permit, whichever is sooner.
5. Time Extension. Pursuant to Section XI-10-64.07 of the Milpitas Zoning Code, unless otherwise provided by State law, Permittee shall have the right to request a one-time extension of the Permit if the request is made in writing to the Planning Division prior to the expiration date of the approval.  
(P)
6. Project Job Account. If Permittee’s project job account is at any time delinquent or below the required deposit amount, City will not continue to review or process the application until Permittee’s

private job account is paid in full and the required deposit has been made. Additionally, prior to the issuance of any building permit or occupancy permit, as applicable, Permittee shall pay in full the project account balance and establish a remaining balance of at least twenty-five percent (25%) of the required initial deposit.

7. Notice. Pursuant to California Government Code Section 66020, any protest filed in court relating to the imposition of fees, dedication, reservations, or other exactions to be imposed on the development project shall be filed within ninety (90) days after the date of the adoption of this Resolution. This provision serves as notice from the local agency to the Permittee that the ninety (90) day period in which the applicant may file a protest has begun under California Government Code Section 66020(d)(1).

8. Cost and Approval. Permittee shall fully complete and satisfy each and every condition set forth and any other condition applicable to the project to the sole satisfaction of the City. Additionally, Permittee shall be solely responsible and liable for the cost to satisfy each and every condition. Permittee shall pay all required fees and charges to the City at the rate in effect at time of building permit issuance, or, the rate in effect when the fees and charges are due and paid in full to the City.

9. Conditions. Each and every condition set forth in this Exhibit shall apply to the project and continue to apply to the project so long as the Permittee is operating the project under the permits and approvals.

10. Compliance with Laws. The construction, use, and all related activity authorized under this Permit shall comply with all applicable local, state, and federal laws, rules, regulations, guidelines, requirements, and policies. (CA/P)

11. Previous Approvals. Permittee shall abide and continue to comply with all previous City approvals, permits, or requirements relating to the subject property, unless explicitly superseded or revised by this Permit.

12. Indemnification. To the fullest extent permitted by law, Permittee shall indemnify, defend with counsel of the City's choosing, and hold harmless City, its City Council, its boards and commissions, officials, officers, employees, and agents from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to (i) City's approval of the project, including but not limited to, the approval of the discretionary permits, maps under the Subdivision Map Act, and/or the City's related determinations or actions under the California Environmental Quality Act, and (ii) Permittee's construction, operation, use, or related activity under this Permit. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. Permittee shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing

the indemnification provisions set forth in this condition. Permittee shall pay to the City upon demand or, as applicable, to counsel of City's choosing, any amount owed pursuant to the indemnification requirements prescribed in this condition.

13. Revocation, Suspension, Modification. This Permit may be suspended, revoked, or modified in accordance with Section XI-10-63.06 of the Milpitas Zoning Code.

14. Severability. If any term, provision, or condition of this Permit is held to be illegal or unenforceable by the Court, such term, provision, or condition shall be severed and shall be inoperative, and the remainder of this Permit shall remain operative, binding, and fully enforceable.

15. Permittee shall develop the approved project in conformance with the approved plans approved by the Planning Commission Subcommittee on May 11, 2016, in accordance with these Conditions of Approval.

Any deviation from the approved site plan, elevations, materials, colors, landscape plan, or other approved submittal shall require that, prior to the issuance of building permits, the Permittee shall submit modified plans and any other applicable materials as required by the City for review and obtain the approval of the Planning Director or Designee. If the Planning Director or designee determines that the deviation is significant, the owner or designee shall be required to apply for review and obtain approval of the Planning Commission or City Council, as applicable, in accordance with the Milpitas Zoning Code. (P)

16. Sale and consumption of alcohol: The operator shall cease any and all sales and consumption of alcohol by 10:00pm Sunday through Wednesday, 12:00am Thursday, and 1:00am Friday and Saturday nights. (P)

16. Responsible Alcohol Training: Permittee shall be solely responsible and liable for ensuring that all employees receive "Responsible Alcoholic Beverage Service" training as offered through programs established by the Alcoholic Beverage Control of the State of California. Evidence of such training and the training records of all employees shall be maintained on-site during business hours, and made available for copy and inspection upon City request. (P)

17. Alcoholic Beverage Control Licensing: Permittee shall at all times comply with all applicable State and other laws relating in any way to the sale of alcohol including any California Department of Alcoholic Beverage Control licensing requirements for the sale of alcohol. (P)

18. Litter and Graffiti Prevention: Permittee shall at all times maintain the subject property in a clean and orderly manner, free of litter and graffiti. All litter and graffiti shall be removed and abated on a daily basis. (P).

19. No Loitering Signs: Permittee shall install "No Loitering" signs throughout the subject property to remind customers not to loiter. Permittee shall be solely responsible to enforce the "No Loitering" requirement on the subject property. (P).

20. Advertisements: Advertisements shall be placed and maintained in a manner that ensures that law-enforcement personnel have a clear and unobstructed view of the interior of the premises. (P).

21. Primary Use of Premises: The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of food during the same period. The Permittee shall at all times keep records that reflect separately the gross sales of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City on demand.

(P) = Planning

(B) = Building (no comment)

(E) = Engineering (no comment)

(F) = Fire Prevention (no comment)

(PD) = Police

# STUFT PIZZA

## TENANT IMPROVEMENT

1422 DEMSEY ROAD  
MILPITAS, CA 95035

# LHC

L.H.C. Design, inc.  
13937 Lynde Avenue  
Saratoga, CA 95070  
(408) 483-1965



OWNER:  
STUFT PIZZA  
1426 DEMPSEY ROAD  
MILPITAS, CA. 95035  
408.393.3119

OWNER:  
**STUFT PIZZA**  
1426 DEMPSEY ROAD  
MILPITAS, CA. 95035  
TEL: (408) 393-3119

ARCHITECT - DESIGNER:  
**HAU-CHING LIAO, AIA**  
**AMAL BEY, ASSOC. AIA**  
13937 LYNDE AVENUE  
SARATOGA, CA 95070  
TEL: (408) 483-1965

### DRAWING INDEX

ARCHITECTURAL  
A-0 TITLE SHEET  
A-1 (E) SITE PLAN AND ACCESSIBLE PARKING AND DETAILS  
A-2 (E) FLOOR AND DEMOLITION PLAN  
A-2.1 PROPOSED FLOOR PLAN  
FINISHED SCHEDULE  
GENERAL NOTES AND LEGEND  
OCCUPANCY CALCULATION

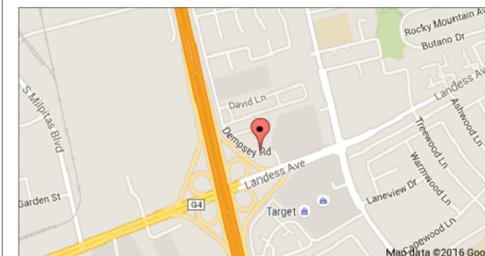
### SYMBOL

	DOOR NUMBER DOOR SCHEDULE HARDWARE GROUP
	WINDOW TYPE
	REVISION NUMBER
	WORK POINT, DATUM POINT OR CONTROL POINT
	ELEVATION IDENTIFICATION SHEET WHERE ELEVATION IS DRAWN
	SECTION IDENTIFICATION SHEET WHERE SECTION IS DRAWN
	DETAIL IDENTIFICATION SHEET WHERE DETAIL IS DRAWN
	INTERIOR ELEVATION IDENTIFICATION SHEET WHERE INTERIOR ELEVATION IS DRAWN.
	ROOM NAME ROOM NO. FLOOR SCHEDULE BASE SCHEDULE CEILING SCHEDULE WALL SCHEDULE

### TABULATION

PROJECT ADDRESS:	1422 DEMPSEY ROAD MILPITAS, CA. 95035
APN :	
CONSTRUCTION AREA:	EXISTING 1,600 SF
AREA OF WORK	APPROX. 1,600 SF
PUBLIC PARKING	
STANDARD	EXISTING STALLS
HANDICAP	EXISTING STALLS
PARKING TOTAL	EXISTING STALLS
CURRENT USE:	RETAIL
PROPOSED USE:	B
TYPE OF CONSTRUCTION:	V-B
OCCUPANCY	B
USE ZONE	COMMERCIAL
FIRE SPRINKLER SYSTEM	EXISTING YES
C.B.C	2013
C.F.C	2013
C.P.C	2013
C.E.C	2013
CALIFORNIA TITLE 24	2013
C.M.C.	2013
NUMBER OF STORY	1
CHEMICAL/ HAZARDOUS MATERIALS STORED AT SITE:	NO

### VICINITY MAP



### PROJECT DESCRIPTION

TO PROPOSED EXTEND AN EXISTING RESTAURANT TO REMODEL EXISTING KITCHEN WITH NEW PLUMBING, ADD WALK-IN COOLER, UPGRADE THE ADA RESTROOM, NEW EQUIPMENTS IN KITCHEN, BAR AREA WITH OPEN CEILING IN DINING AREA AND NEW LIGHTING.

### ABBREVIATION

&	And	E.J.	Expansion Joint	LAB.	Laboratory	R.W.D.	Redwood
@	Angle	EL.	Elevation	LAM.	Laminated	R.W.L.	Rain Water Leader
	At	ELEC.	Electrical	LAV.	Lavatory		
	Centerline	ELEV.	Elevator	LKR.	Locker		
	Diameter or Round	EMER.	Emergency	LT.	Light		
#	Pound or Number	ENCL.	Enclosure	MAS.	Masonry	S.A.D.	See Architectural Drawing
(R)	Relocated	ENGR.	Engineer	MAX.	Maximum	S.C.	Solid Core
(N)	New	E.P.	Electrical Panelboard	M.B.	Machine Bolt	S.C.D.	Seat Cover Dispenser
		EQ	Equipment	M.C.	Medicine Cabinet	SCHED.	Schedule
A.B.	Anchor Bolt	E.W.C.	Electrical Water Cooler	M.E.H.	Mechanical	S.D.	Soop Dispenser
ACOUS.	Acoustical	EXST.	Existing	MEMB.	Membrane	S.E.D.	See Electrical Drawing
A.D.	Area Drain	EXP.	Exposure	MET.	Metal	SH.	Shelf
ADJ.	Adjustable	EXT.	Exterior	MFR.	Manufacturer	SHR.	Shower
AGGR.	Aggregate			MH.	Manhole	SHT.	Sheet
AL.	Aluminum			MIN.	Minimum	SIM.	Similar
ALT.	Alternate	F.A.	Fire Alarm	MIR.	Mirror	M.S.	Sheet Metal Screw
A.P.	Access Panel	F.B.	Flat Bar	MISC.	Miscellaneous	M.S.S.	Sanitary Napkin Dispenser
APPROX.	Approximate	F.D.	Floor Drain	M.O.	Masonry Opening	N.D.	Nominal
ARCH.	Architectural	FDN.	Foundation	MUL.	Mullion	N.P.C.	Not In Contrast
ASB.	Asbestos	F.E.C.	Fire Extinguisher Cab.			N.O.	Number
ASPH.	Asphalt	F.H.C.	Fire Hose Cabinet			N.#	Number or #
A.F.F.	Above Finish Floor	F.H.W.S	Flat Head Wood Screw			NOM	Nominal
		FIN.	Finish	N.	North	N.T.S.	Not To Scale
B.B.	Bulletin Board	FL.	Flux	N.I.C.	Not In Contrast		
BD.	Board	FLX.	Fixture	N.O.	Number		
BITUM.	Bituminous			N.#	Number or #		
BKC.	Backing			NOM	Nominal		
BLDC.	Building	FLASH.	Flashing				
BLK.	Block	FLUOR.	Fluorescent				
BLKG.	Blocking	F.O.C.	Face of Concrete	O.A.	Overall		
BM.	Beam	F.O.F.	Face of Finish	OBS.	Obscure		
BOT.	Bottom	F.O.F.	Face of Finish	O.C.	On Center		
		F.P.R.	Fireproof	O.D.	Outside Diameter (DIM.)	TRD.	Tread
CAB.	Cabinet	F.S.	Fire Stop	OFF.	Offset	T.B.	Towel Bar
C.B.	Catch Basin	FT.	Foot or Feet	OP.	Opposite	T.C.	Top of Curb
CEM.	Cement	FTG.	Footing	OPNG.	Opening	TEL.	Telephone
CER.	Ceramic	FUR.	Furring	OPP.	Opposite	TER.	Terrazzo
C.I.	Cast Iron	FUTURE	Future			T.&G.	Tongue and Groove
C.G.	Corner Guard					THK.	Thick
C.I.	Construction Joint					THRES.	Threshold
CLG.	Ceiling	GA.	Galvanized	P.	Point	T.P.	Top of Pavement
CLKG.	Calking	GALV.	Galvanized	P.A.D.	Powder Actuated Device	T.P.B.	Telephone Panelboard
CLO.	Close	G.B.	Grab Bar	PRCST.	Pre-cast	T.P.D.	Toilet Paper Dispenser
CLR.	Clear	GND.	Ground	PL.	Plate	T.V.	Television
C.O.	Cased Opening	GYP.	Gypsum	PLAS.	Plastic Laminat	T.W.	Top of Wall
COL.	Column	H.B.	Hose Bibb	PLYWD.	Plywood	TYP.	Typical
CONC.	Concrete	H.C.	Hollow Core	PT.	Point		
CONN.	Connection	H.WD.	Hardwood	P.T.D./R	Paper Towel Dispenser	UNF.	Unfinished
CONSTR.	Construction	H.WE.	Hardware	PTN.	Partition	U.D.N.	Unless Otherwise Noted
CONT.	Continuous	H.M.	Hollow Metal	P.T.R.	Paper Towel Reptacle	UR.	Urinal
CORR.	Corridor	HORIZ.	Horizontal			V.C.T.	Vinyl Composition Tile
CPT.	Carpet	HRT.	Hour			VERT.	Vertical
CTS&K	Countersunk	HGT.	Height			VEST	Vestibule
CNTR.	Counter					V.I.F.	Verify in field
CTR.	Center						
		I.D.	Inside Diameter (Dim.)	R.	Riser	W.	West
DET.	Detail	INC.	Incandescent	RAD.	Radiu	W.C.	Wall Covering
DIA.	Diameter	INSUL.	Insulation	R.D.	Roof Drain	W.C.	Water Closet
DISP.	Dispenser	INTER.	Intermediate	REFR.	Refrigerator	WD.	Wood
DN.	Down			REG.	Register	W.F.	Wide Flange
D.O.	Door Opening			REIN.	Reinforced	W.O.	Where Occurs
DR.	Door			REQ.	Required	WP.	Waterproof
DWR.	Downspout			RESIL.	Resilient	WSC.	Wainscot
DS.	Dry Standpipe			R.M.	Room	WT.	Weight
D.S.P.	Dry Standpipe	JAN.	Janitor	R.O.	Rough Opening	W.R.	Water Resistant
DWG.	Drawing	JT.	Joint	RUB.	Rubber		
		Kit.	Kitchen				

### DIFFERED SUBMITTAL

SIGNAGE  
SIGNAGE TO BE DESIGN-BUILT BY OTHER CONSULTANT. CONSULTANT IS RESPONSIBLE TO SUBMIT DESIGN-BUILT DRAWING AND SECURE PERMIT PRIOR TO START OF WORK.

FIRE SPRINKLER  
FIRE SPRINKLER TO BE DESIGN-BUILT BY OTHER CONSULTANT. CONSULTANT IS RESPONSIBLE TO SUBMIT DESIGN-BUILT DRAWING AND SECURE PERMIT PRIOR TO START OF WORK.

### GENERAL NOTES

- BY EXECUTING CONTRACTS, CONTRACTOR AND SUBCONTRACTORS REPRESENT THAT THEY HAVE:
  - VISITED THE SITE AND ITS SURROUNDING AND MADE DUE ALLOWANCES FOR DIFFICULTIES AND CONTINGENCIES.
  - COMPARED DRAWINGS WITH EXISTING CONDITIONS AND INFORMED THEMSELVES OF CONDITIONS TO BE ENCOUNTERED, INCLUDING WORK BY OTHERS, IF ANY, BEING PERFORMED, AND
  - NOTIFIED THE ARCHITECT OF AMBIGUITIES, INCONSISTENCIES, AND ERRORS THEY HAVE DISCOVERED WITHIN DRAWINGS OR BETWEEN SCOPE AND EXISTING CONDITIONS.
- FAILURE TO VISIT THE SITE AND BECOME FAMILIAR WITH CONDITIONS SHALL NOT RELIEVE CONTRACTOR OR A SUBCONTRACTOR FROM FURNISHING MATERIALS OR COMPLETING THE WORK IN ACCORDANCE WITH PLANS AND OTHER CONTRACT DOCUMENT AT NO ADDITIONAL COST.
- CONTRACTOR OR SUBCONTRACTOR WILL NOT BE GIVEN EXTRA PAYMENT FOR WORK RELATED TO CONDITIONS THEY CAN DETERMINE BY EXAMINING THE SITE AND PLANS AND OTHER CONTRACT DOCUMENTS.
- CONTRACTOR OR SUBCONTRACTOR WILL NOT BE GIVEN EXTRA PAYMENT FOR WORK RELATED TO AMBIGUITIES, INCONSISTENCIES OR ERRORS WITHIN CONTRACT DOCUMENTS, OR BETWEEN CONTRACT DOCUMENTS AND EXISTING CONDITIONS WHEN SUCH AMBIGUITIES, INCONSISTENCIES OR ERRORS ARE KNOWN TO CONTRACTOR OR SUBCONTRACTOR BEFORE CONTRACT EXECUTION UNLESS CONTRACTOR OR SUBCONTRACTOR HAS NOTIFIED THE OWNER IN WRITING OF SUCH CONDITION BEFORE EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR.
- CONTRACTOR SHALL ACCEPT THE SITE AND THE EXISTING SURROUNDING IN THE CONDITIONS IN WHICH THEY EXIST AT THE TIME CONTRACTOR IS GIVEN ACCESS TO BEGIN THE WORK.
- DAMAGE CAUSED BY CONTRACTOR TO EXISTING STRUCTURES AND WORK BY OTHERS SHALL BE REPAIRED BY CONTRACTOR AND LEFT IN AS GOOD CONDITIONS AS EXISTING BEFORE THE DAMAGING, UNLESS SUCH EXISTING WORK IS SHOWN TO BE REMOVED OR REPLACED BY NEW WORK.
- COMPLETE DOCUMENTATION OF EXISTING CONSTRUCTION IS NOT AVAILABLE. DIMENSIONS, LAYOUT, EXISTING MATERIALS, AND CONCEALED CONDITIONS HAVE NOT NECESSARILY BEEN VERIFIED AND AREA NOT REPRESENTED TO BE ACCURATE BEYOND THE LEVEL NECESSARY TO DEFINE THE APPROXIMATE SCOPE OF SURFACE RENOVATION AND SYSTEM REPLACEMENT.
- IMMEDIATELY UPON ENTERING THE SITE FOR PURPOSES OF BEGINNING WORK, LOCATE GENERAL REFERENCE POINTS AND LAY OUT WORK AND BE RESPONSIBLE FOR LINES ELEVATION AND MEASUREMENTS, AND WORK EXECUTED UNDER THIS CONTRACT. EXERCISE PROPER PRECAUTIONS TO VERIFY FIGURES SHOWN ON PLANS BEFORE LAYING OUT WORK.
- CONTRACTOR AND EACH SUBCONTRACTOR, BEFORE STARTING WORK, SHALL VERIFY GOVERNING DIMENSION AT THE SITE INCLUDING ELEVATIONS AND SHALL EXAMINE ADJOINING WORK ON WHICH CONTRACTOR'S OR SUBCONTRACTOR'S WORK IN ANY WAY DEPENDENT. NO "EXTRA" OR ADDITIONAL COMPENSATION WILL BE ALLOWED ON ACCOUNT OF DIFFERENCES BETWEEN ACTUAL MEASUREMENTS AND DIMENSIONS SHOWN. SUBMIT DIFFERENCES DISCOVERED DURING THE WORK TO THE OWNER FOR INTERPRETATION BEFORE PROCEEDING WITH ASSOCIATED WORK.
- NO GUARANTEE OF QUALITY OF CONSTRUCTION IS IMPLIED OR INTENDED BY THE ARCHITECTURAL DOCUMENTS, AND THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY OR ALL CONSTRUCTION DEFICIENCIES.
- THE GENERAL CONTRACTOR SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECTS AND HIS CONSULTANTS FROM ANY ACTION INITIATED BY THE INITIAL OWNER OR ANY SUBSEQUENT OWNERS FOR CONSTRUCTION DEFICIENCIES, MODIFICATIONS OR SUCH CONDITIONS WHICH MAY BE BEYOND THE CONTROL OF THE ARCHITECTS.
- ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND TRADE STANDARDS WHICH GOVERN EACH PHASE OF WORK, INCLUDING BUT NOT LIMITED TO: UNIFORM BUILDING CODE (UBC), UNIFORM MECHANICAL CODE (UMC), NATIONAL ELECTRICAL CODE (NEC), NATIONAL PLUMBING CODE (NPC), AND ALL APPLICABLE LOCAL CODES AND LEGISLATION.
- ALL PUBLIC IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE LATEST ADOPTED CITY STANDARDS. THE STORING OF GOODS AND MATERIALS ON SIDEWALK AND/OR STREET WALL NOT BE ALLOWED UNLESS THE CONTRACTOR HAS APPLIED AND SECURED A SPECIAL PERMIT WHICH ALLOW SUCH STORAGE TO BE PLACED.

REVISIONS:

SHEET TITLE:  
TITLE SHEET

DATE: 02-23-2016 PROJECT NO.: 264-02132016

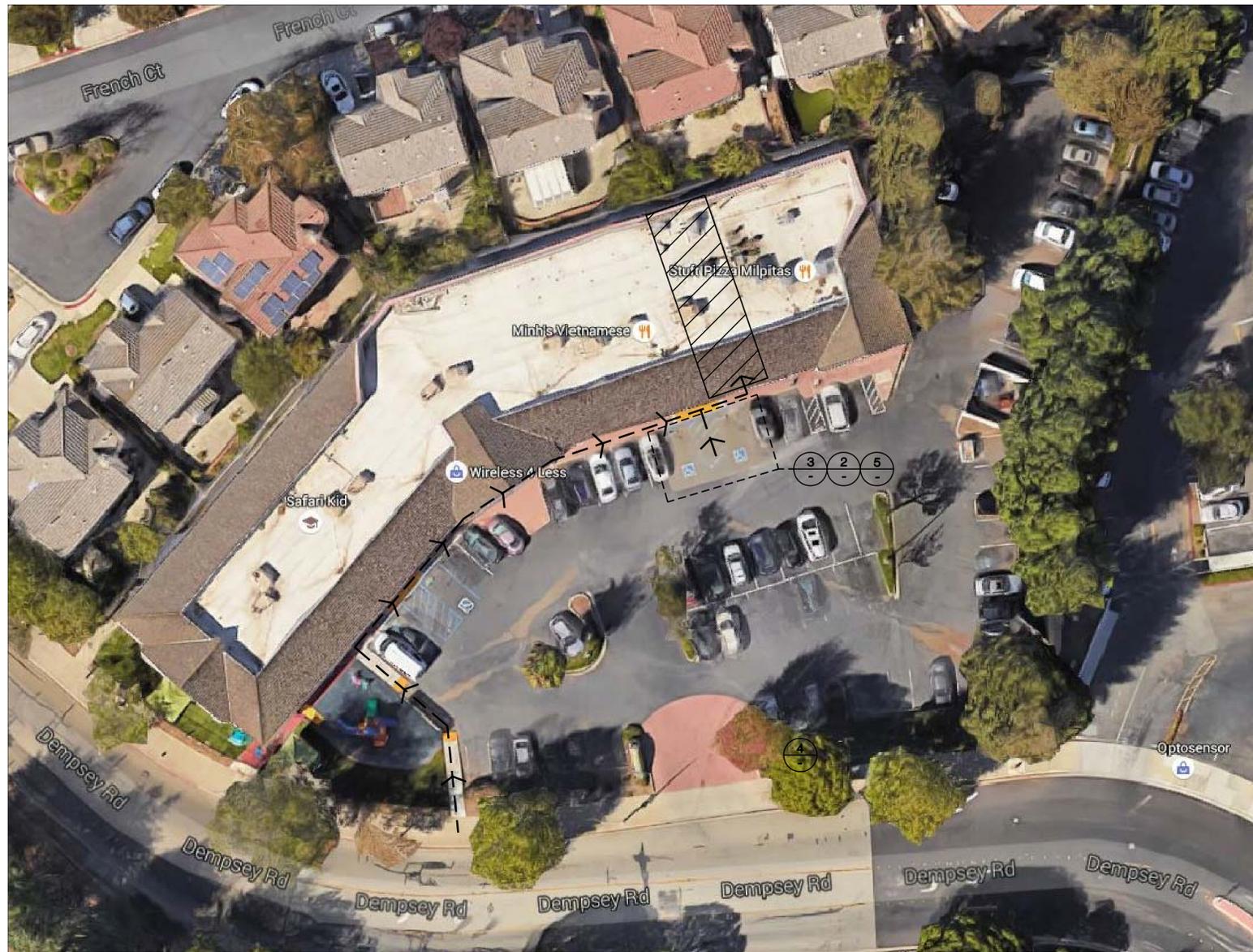
SCALE: AS SHOWN DRAWN: HCL/AB

SHEET

A-0

OF SHEETS

**STUFT PIZZA**  
**TENANT IMPROVEMENT**  
**1422 DEMPSEY ROAD**  
**MILPITAS, CA. 95035**



- THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL PROVIDED AT ALL ENTRANCES AND W/ ADDITIONAL DIRECTIONAL SIGNS AS REQUIRED TO BE VISIBLE TO PERSONS ALONG APPROACHING PEDESTRIAN WAYS SECTION 111E.5.1
- TO POST A SIGN FOR 35MPH SPEED LIMIT SIGN AT EACH ENTRANCE FROM PUBLIC WAYS



# LHC

L.H.C. Design, inc.  
13937 Lynde Avenue  
Saratoga, CA 95070  
(408) 483-1965



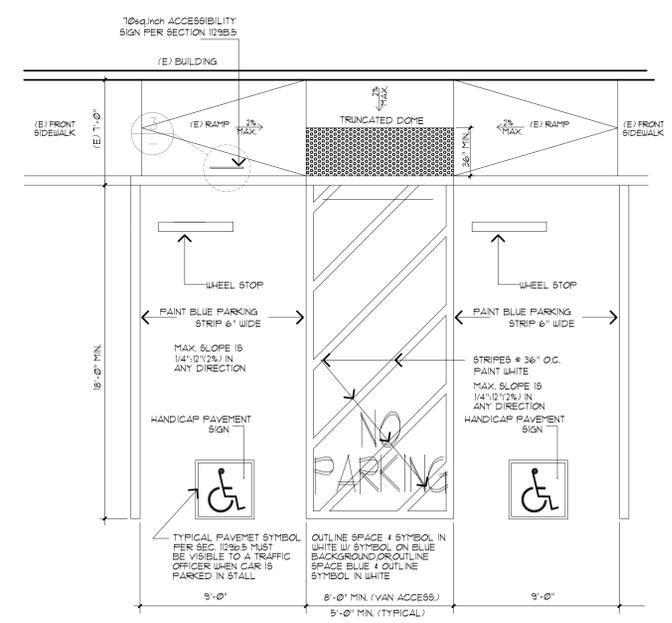
OWNER:  
STUFF PIZZA  
1426 DEMPSEY ROAD  
MILPITAS, CA. 95035  
408.393.3119

**STUFF PIZZA  
TENANT IMPROVEMENT**

**1422 DEMPSEY ROAD  
MILPITAS, CA. 95035**

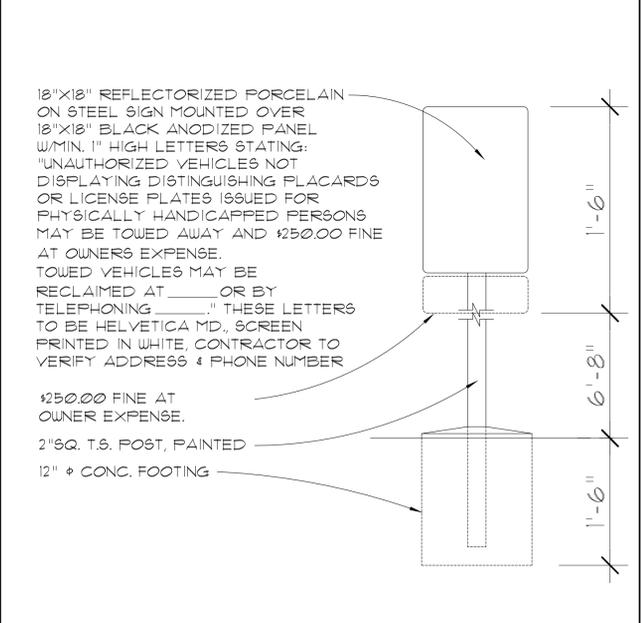
(E) SITE PLAN

1/8" 1



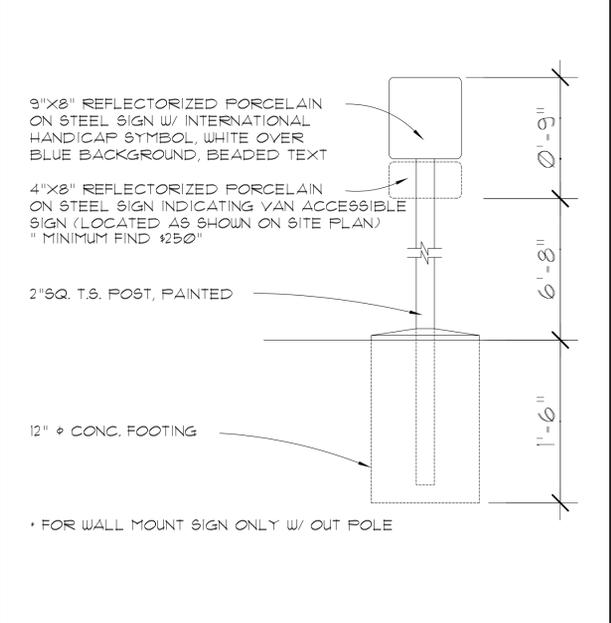
(E) H.C. PARKING

NTS 5



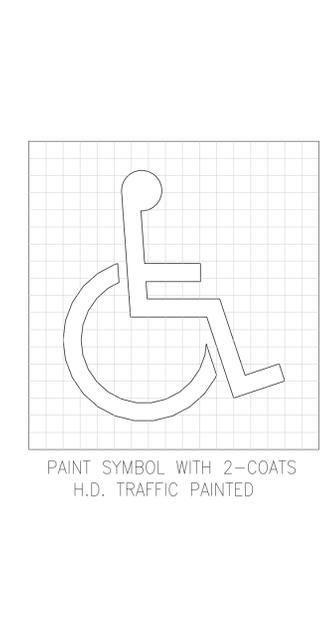
(E) TOW-AWAY SIGN

NTS 4



(E) HANDICAP PARKING SIGN

NTS 3



(E) H/C PARKING SIGN

NTS 2

REVISIONS:

SHEET TITLE:  
**(E) ACCESSIBLE PARKING  
PARKING DETAILS**

DATE: 02-23-2016 PROJECT NO.: 264-02132016  
SCALE: AS SHOWN DRAWN: HCL/AB

A-1

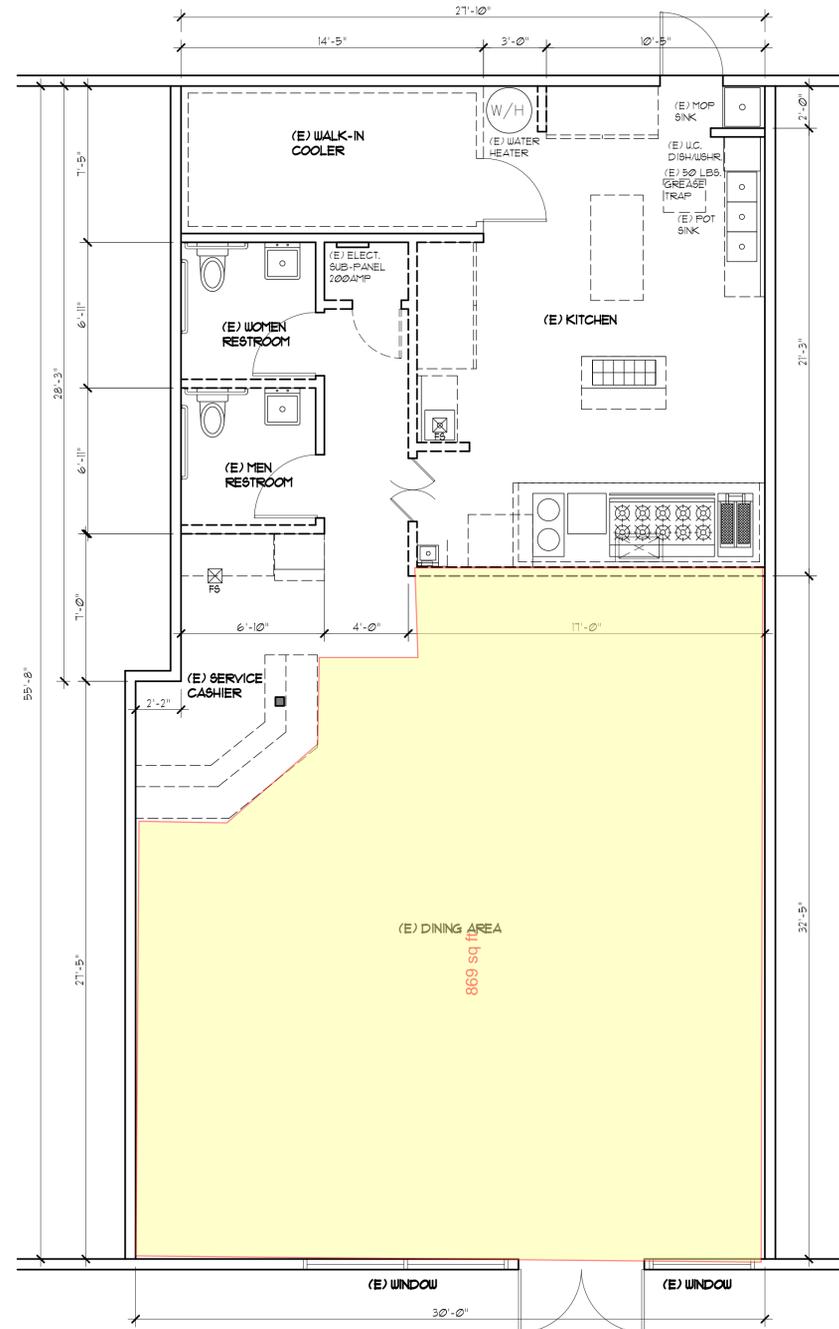
OF SHEETS

**GENERAL NOTES**

- All work shall be performed in accordance with National, State and Local regulations. Secure required permits. Arrange with owner and/or appropriate persons for service shutoffs before beginning work. Identify and coordinate all existing hardware and devices scheduled to remain or to be salvaged for reuse, verify with owner.
  - All bidders submitting proposals for this work shall first examine the site (premises) and all such conditions as may affect the work under this contract. Failure to examine site will not relieve the successful bidder from necessity to provide work that may be required to complete the work without additional cost to the owner.
  - Work to be performed under this contract shall include all demolition, site work, building construction, and improvements to the property designated in the construction documents. The intent of the construction contract is to provide a Stuff Pizza completely in all respect with all work performed in a quality and workmanlike manner with the building ready for occupancy when construction is complete.
  - Survey existing site and building conditions with compliance of ADA regulations and upgrade as required per codes. The contractor shall bring to the attention of the owner any conflicts, omissions, deletions, or errors in the drawings and/or specifications, which do not conform to the applicable zoning, code and other use regulations and/or to the AMERICANS WITH DISABILITIES ACT and regulations promulgated thereunder. The contractor shall not be liable to the owner or the architect for any damages resulting from any such errors except that contract shall be fully and exclusively liable upon failure to put architect on notice of said conflicts, omissions, deletions or errors.
  - Contractor shall remove from the job site all crates, packing, debris, etc, from kitchen equipment. He shall broom clean the building interior daily. At the completion of the project, the contractor shall leave the building cleaned dust free, clean all glass, replace any broken glass, remove stains, spots, marks and dirt from decorated work, clean hardware, remove paint spots from all surfaces, clean fixtures, and wash all tile floors.
  - If there is a conflict and/or errors between the plans and specifications, the specifications shall take precedence unless specifically indicated otherwise by the owner or owner's representative. It shall be the contractor's responsibility to notify the owner of the owner's agent of any conflicts, omissions deletions or errors in the plans or specifications encountered during the bidding period and the course of the construction before continuing the work affected.
  - Coordinate all demolition operations with owner for shutdown periods and sequence of work. Protect existing hardware and devices to remain and assure continuing facility operations in general.
  - Remove all demolished materials not scheduled for salvage and reuse, or those to become property of the owner, local authorities, or utility company, from the site and dispose of in accordance with local regulations. Confirm with the owner, proper authorities or utility company all items to be salvaged and returned to the appropriate party. All items to be turned over to the owner, local authorities or utility company, shall be protected during demolition and removal and shall be delivered to the appropriate party in an undamaged condition.
  - All items scheduled to be salvaged for reuse, shall be removed with care, stored and protected from damage until salvaged items are incorporated in the new work. It shall be the contractors responsibility to replace and/or restore any items scheduled for salvage and reuse that are damaged during the course of contract operations the owner shall determine the suitability of these salvaged items for reuse in the work.
  - Patch/repair/refinish all surfaces exposed by demolition work to match and align with existing adjacent surfaces scheduled to remain and prepare to receive new finishes as specified. Work shall include all labor and materials required rendering substrates acceptable and receiving new finishes as specified in accordance with manufacturers written recommendations.
  - When walls, columns or other supporting and/or bracing elements are scheduled for demolition, temporary structural supports and bracing for the adjacent construction shall be provided and maintained until the permanent supporting structures are in place and able to support imposed loads.
  - Terminate, cap and remove all abandoned electrical conduit, wiring boxes, switches, etc, plumbing, and piping, fixtures, etc, HVAC, ductwork, controls, piping, etc. as required and per code.
  - It is the responsibility of the G.C. to coordinate delivery, uncrating, positioning, final hook-up and removal of trash of all owners supplied kitchen equipment.
  - All kitchen equipment to be installed as per manufacturers specifications. Refer to equipment plan for location and schedule.
  - Verify electrical, gas, and water capacity for new equipment requirements.
  - Existing construction and finishes to be protected from damage. Responsible party to match surrounding surfaces shall repair all materials damaged.
  - G.C. to prepare all surfaces to receive new finishes per manufacturer specifications. Refer to exterior and interior finish schedules for material and color selections.
  - The contract documents call for certain items to be supplied by the owner or others and installed by the general contractor. Other items are to be furnished and installed by the owner or others, the general contractor shall coordinate the work of all trades and cooperate in the preparations of surfaces, dimensions and utilities for work to be performed by the owner or others. Subcontractors installing mechanical, electrical and plumbing services for food service equipment to be installed by the owner or by others are cautioned that the rough-in dimensions shown on the plans are extremely critical. Error in locating services shall be corrected by the contractor performing the rough-in work at no additional cost to the owner.
- Final electrical connections to food service equipment and final water drain, gas and ventilation connections to food service equipment shall be as indicated in the equipment schedule.

**LEGEND:**

-  (E) WALL TO REMAIN, REPAIR AND REPAINT AS REQUIRED.
-  DEMOLISHED DEMISING WALL
-  (E) WINDOW



**LHC**

L.H.C. Design, inc.

13937 Lynde Avenue  
Saratoga, CA 95070  
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TENANT IMPROVEMENT**

**1422 DEMPSEY ROAD  
MILPITAS, CA. 95035**

REVISIONS:

SHEET TITLE:  
PROPOSED FLOOR PLAN  
FINISHED SCHEDULE  
OCCUPANCY CALCULATION  
GENERAL NOTES

DATE: 02-23-2016 PROJECT NO.: 264-02132016

SCALE: AS SHOWN DRAWN: HCL/AB

SHEET

**A-2**

OF SHEETS

