

# Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy  
Deputy Clerk

Administration Division  
130 W. Congress, 5<sup>th</sup> Floor  
Tucson, AZ 85701  
Phone: (520)724-8449 • Fax: (520)222-0448

Document and Micrographics Mgt. Division  
1640 East Benson Highway  
Tucson, Arizona 85714  
Phone: (520) 351-8454 • Fax: (520) 351-8456

July 24, 2013

Mr. Steve Gregory Toapha  
Dominick's Real Italian  
4163 W. Golder Star Pl.  
Tucson, AZ 85745

RE: Pima County Liquor License No.: 13-10-9152  
d.b.a. Dominick's Real Italian

Dear Mr. Toapha:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 12, Restaurant, which was received in our office on May 30, 2013. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, August 6, 2013, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building  
Board of Supervisors Hearing Room  
130 W. Congress, 1st Floor  
Tucson, AZ 85701

Should you have any questions pertaining to this matter, please contact this office at (520)724-8449.

Sincerely,

*Robin Brigode*  
Robin Brigode  
Clerk of the Board

Enclosure

## ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

6488

## AFFIDAVIT OF POSTING

Date of Posting: 6-4-2013 Date of Posting Removal: 6-24-13

Applicant Name: **Dominick's Real Italian**  
Toapha Steve Gregory  
Last First Middle

Business Address: 8330 N. Thornydale Road, No. 170 Tucson, AZ 85741  
Street City Zip

License #: 13-10-9152  
12104243

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Calvin Henry, Jr. PROCESS SERVER 520-300-8161  
Print Name of City/County Official Title Telephone #

[Signature] 6-24-13  
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

Pima County Zoning Inspector



# Pima County Clerk of the Board

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TO: Pima County Sheriff's Department  
Investigative Support Unit

FROM: Maria Buenamea, Office Manager *MB*

DATE: May 30, 2013

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Steve Gregory Toapha  
d.b.a. Dominick's Real Italian  
8330 N. Thornydale Road, No. 170  
Tucson, AZ 85741

Pima County Liquor License No. 13-10-9152  
Series 12, Restaurant  
New License X  
Person Transfer\_  
Location Transfer

SHERIFF'S REPORT

DATE: 7/22/13

Is there any reason this application should not be recommended for approval?

*NO*

*[Signature]*  
Investigative Support Unit Supervisor

JUL 27 13 PM 01:36 POC CLK JR BD

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor

Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

13-10-9152

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

☐ MORE THAN ONE LICENSE

☐ INTERIM PERMIT Complete Section 5

☒ NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16

☐ PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16

☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16

☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)

☐ GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

☐ J.T.W.R.O.S. Complete Section 6

☐ INDIVIDUAL Complete Section 6

☐ PARTNERSHIP Complete Section 6

☐ CORPORATION Complete Section 7

☒ LIMITED LIABILITY CO. Complete Section 7

☐ CLUB Complete Section 8

☐ GOVERNMENT Complete Section 10

☐ TRUST Complete Section 6

☐ OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): # 12-REST.

N/A

2. Total fees attached:

\$

Department Use Only

12104243

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

☒ Mr. ☐ Ms.

1. Owner/Agent's Name: TOAPHA P1069341 STEVE GAZDAR

(Insert one name ONLY to appear on license)

Last

First

Middle

2. Corp./Partnership/L.L.C.: ALL CITY CATERING, LLC B1050204

(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: DOMINICK'S REAL ITALIAN

(Exactly as it appears on the exterior of premises)

4. Principal Street Location 8330 N. THORNDALE RD. #110 TULSON Pima 85745

(Do not use PO Box Number)

City

County

Zip

5. Business Phone: Pending Daytime Phone: (520) 396-0765 Email: REGARDIE1@GMAIL.COM

6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO

7. Mailing Address: 4163 W. GOLDER STAR LN. TULSON AZ 85745

8. Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ N/A Type N/A \$ N/A

DEPARTMENT USE ONLY

Fees: 100 Application 50 Interim Permit 110.00 Site Inspection 2600.00 Finger Prints \$ TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: M.C. Date: 5/22/2013 Lic. # 12104243

**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

13 MAY 21 04 PM 3 10

☐ CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.☒ L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.1. Name of Corporation/L.L.C.: ALL CITY CATERING LLC  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)2. Date Incorporated/Organized: 01/24/2007 State where Incorporated/Organized: ARIZONA

3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_

4. AZ L.L.C. File No: L-1339244-6 Date authorized to do business in AZ: 03/29/20075. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
TOAPHA	STEVE	GREGORY	MEM.	4163 W. GOLDER STAR PL.	TULSON, AZ 85745
		P1009342			
MANDLE	JENNIFER	LANE	MEM.	4163 W. GOLDER STAR PL.	TULSON, AZ 85745
		P1009344			
FISHER	THEODORE	GREGORY	MEM.	8894 N. CAHILL WAY	TULSON, AZ 85742
		P1009343			
FISHER	SHARRON	LYNN	MEM.	8894 N. CAHILL WAY	TULSON, AZ 85742

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
TOAPHA	STEVE	GREGORY	25%	4163 W. GOLDER STAR PL.	TULSON, AZ 85745
MANDLE	JENNIFER	LANE	25%	4163 W. GOLDER STAR PL.	TULSON, AZ 85745
FISHER	THEODORE	GREGORY	25%	8894 N. CAHILL WAY	TULSON, AZ 85742
FISHER	SHARRON	LYNN	25%	8894 N. CAHILL WAY	TULSON, AZ 85742

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

13 MAY 21 Lic. Dept PM 3:10

1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
4. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
5. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03)  
b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: \_\_\_\_\_ ft. Name of school \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
2. Distance to nearest church: \_\_\_\_\_ ft. Name of church \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name CORTARO INVESTMENTS, LLC  
Address 3741 DOUGLAS BLVD. #100 ROSEVILLE, CA 95661  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$ 1,800.00 What is the remaining length of the lease 5 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 3,167.76 or other SEE ATTACHED LEASE AGREEMENT  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 80,000.00

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Fisher	Theresa	Anna	\$40,000.00	8894 N. CAHILL WAY	Tucson, AZ	85742
LoPala	Stephen	Anthony	\$40,000.00	4163 W. CONYER ST	Tucson, AZ	85745

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? ITALIAN RESTAURANT

provided in this Lease, at law or in equity, including the right (but not the obligation) to enter upon the Premises and attempt to remedy such condition at Tenant's cost.

## 21. LANDLORD'S INSURANCE.

During the Term, Landlord shall insure the Common Area improvements and the Building, including the Building shell improvements within the Premises, against damage by fire and standard extended coverage perils and with vandalism and malicious mischief endorsements, rental loss coverage, and such additional coverage as Landlord deems appropriate. Landlord shall also carry commercial general liability insurance in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a similar building in the state in which the Building is located. At Landlord's option, all such insurance may be carried under any blanket or umbrella policies which Landlord has in force for other buildings and projects. In addition, at Landlord's option, Landlord may elect to self-insure all or any part of such required insurance coverage. Landlord may, but shall not be obligated to, carry any other form or forms of insurance as Landlord or the lenders or ground lessor(s) of Landlord may reasonably determine is advisable. The cost of insurance obtained by Landlord pursuant to this Section 21 shall be included in Common Area Expenses.

## 22. WAIVER OF CLAIMS; WAIVERS OF SUBROGATION.

**22.01. Mutual Waiver of Parties.** Landlord and Tenant hereby waive their rights against each other with respect to any claims or damages or losses that are caused by or result from (a) property damage insured against under any property insurance policy (other than commercial general liability insurance) carried by Landlord or Tenant pursuant to the provisions of this Lease and enforceable at the time of such damage or loss, or (b) property damage that would have been covered under any insurance (other than commercial general liability insurance) required to be obtained and maintained by Landlord or Tenant under Section 20 or 21 of this Lease, as applicable, had such insurance been obtained and maintained as required. The foregoing waivers shall be in addition to, and not a limitation of, any other waivers or releases contained in this Lease.

**22.02. Waiver of Insurers.** Each party shall cause each property insurance policy required to be obtained by it pursuant to Section 20 or 21 to provide that the insurer waives all rights of recovery by way of subrogation against either Landlord or Tenant, as the case may be, in connection with any claims, losses and damages covered by such policy. If either party fails to maintain any required property insurance, such insurance shall be deemed to be self-insured with a deemed full waiver of subrogation as set forth in the immediately preceding sentence.

## 23. TENANT'S DEFAULT AND LANDLORD'S REMEDIES.

**23.01. Tenant's Default.** The occurrence of any one or more of the following events shall constitute a Tenant default under this Lease:

(A) the vacation or abandonment of the Premises by Tenant. "Abandonment" is defined to include any absence by Tenant from the Premises for 5 business days or longer without the consent of Landlord;



(B) the failure by Tenant to make any payment of rent or additional rent or any other payment required to be made by Tenant within 3 days of the date due;

(C) the failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Sections 23.01(A) or (B) above, where such failure shall continue for a period of 10 days after written notice from Landlord; provided, however, that, if the nature of Tenant's default is such that more than 10 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said 10 day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than 60 days from the date of such notice from Landlord; and

(D) (i) the making by Tenant of any general assignment for the benefit of creditors, (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Tenant, the same is dismissed within 60 days), (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 60 days, or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within 60 days.

**23.02. Landlord's Remedies.** Upon the occurrence of an event of default under this Lease by Tenant, Landlord may, without prejudice to any other rights and remedies available to a landlord at law, in equity or by statute, exercise one or more of the following remedies, all of which shall be construed and held to be cumulative and non-exclusive: (i) Terminate this Lease and re-enter and take possession of the Premises, in which event, Landlord is authorized to make such repairs, redecorating, refurbishments or improvements to the Premises as may be necessary in the reasonable opinion of Landlord acting in good faith for the purposes of reletting the Premises and the costs and expenses incurred in respect of such repairs, redecorating and refurbishments and the expenses of such reletting (including brokerage commissions and any tenant improvement allowance for the replacement tenant) shall be paid by Tenant to Landlord within 5 days after receipt of Landlord's statement; or (ii) Without terminating this Lease, re-enter and take possession of the Premises; or (iii) Without such re-entry, recover possession of the Premises in the manner prescribed by any statute relating to summary process, and demand for rent, re-entry for condition broken, and any and all notices to quit, or other formalities of any nature to which Tenant may be entitled, are hereby specifically waived to the extent permitted by law; or (iv) Without terminating this Lease, Landlord may relet the Premises as Landlord may see fit without thereby voiding or terminating this Lease, and for the purposes of such reletting, Landlord is authorized to make such repairs, redecorating, refurbishments or improvements to the Premises as may be necessary in the reasonable opinion of Landlord acting in good faith for the purpose of such reletting, and if a sufficient sum is not realized from such reletting (after payment of all costs and expenses of such repairs, redecorating and refurbishments and expenses of such reletting (including brokerage commissions) and the collection of rent accruing therefrom) each month to equal the rent and additional charges payable hereunder, then Tenant shall pay such deficiency each month within 10 days after receipt of Landlord's statement; provided, however, Landlord may first lease Landlord's other available space and shall not be

required to accept any tenant offered by Tenant or to observe any instructions given by Tenant with respect to any such reletting; or (v) Landlord may declare immediately due and payable all the remaining installments of rent and additional charges, and such amount, less the fair rental value of the rent and additional charges for the remainder of the lease term, shall be paid by Tenant within 10 days after receipt of Landlord's statement. Landlord shall not by re-entry or any other act, be deemed to have terminated this Lease, or the liability of Tenant for the rent and additional charges reserved hereunder or for any installment thereof then due or thereafter accruing, or for damages, unless Landlord notifies Tenant in writing that Landlord has so elected to terminate this Lease. After the occurrence of an event of default, the acceptance of rent and additional charges, or the failure to re-enter by Landlord shall not be deemed to be a waiver of Landlord's right to thereafter terminate this Lease and exercise any other rights and remedies available to it, and Landlord may re-enter and take possession of the Premises as if no rent and additional charges had been accepted after the occurrence of an event of default. Upon an event of default, Tenant shall also pay to Landlord all costs and expenses incurred by Landlord, including court costs and attorneys' fees, in retaking or otherwise obtaining possession of the Premises, removing and storing all equipment, fixtures and personal property on the Premises and otherwise enforcing any of Landlord's rights, remedies or recourses arising as a result of an event of default. All of the remedies granted to Landlord in this Lease in the event Tenant commits an event of default are in addition to all other rights or remedies available to a landlord at law, in equity or by statute, including, without limitation, the right to seize and sell all goods, equipment and personal property of Tenant located in the Premises and apply the proceeds thereof to all due and unpaid rent and additional charges and other amounts owing under this Lease. All rights, options and remedies available to Landlord shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. Upon the occurrence of an event of default, all rights, privileges and contingencies which may be exercised by Tenant under this Lease, including, without limitation, options to renew, extend and expand, as well as relocation rights, contraction rights and any other rights which may be exercised by Tenant during the lease term, shall be void and of no further force or effect.

Tenant hereby waives all claims for damages which may be caused by the re-entry of Landlord and taking possession of the Premises or removing or storing the furniture and property as herein provided, and will save Landlord harmless for, from and against any liability, loss, costs, or damages occasioned Landlord thereby, and no such re-entry shall be considered or construed to be a forcible entry.

Nothing herein contained shall limit or prejudice the right of Landlord to provide for and obtain as damages by reason of any such termination of this Lease or of possession an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such termination takes place, whether or not such amount be greater, equal to or less than the amounts of damages which Landlord may elect to receive as set forth above.

**23.03. Intentionally Deleted.**

**23.04. Intentionally Deleted.**

**23.05. Landlord's Right to Perform.** Except as specifically provided otherwise in this Lease, all covenants and agreements by Tenant under this Lease shall be performed by Tenant at

**SECTION 13 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

See Attached Diagram

13 MAY 21 11:47 AM '10

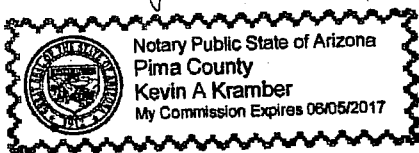
**SECTION 16 Signature Block**

STEPHEN

STEVE CHEROBY TOAPHA  
(print full name of applicant)

hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]  
(signature of applicant listed in Section 4, Question 1)



My commission expires on: JUNE 5, 2017  
Day Month Year

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

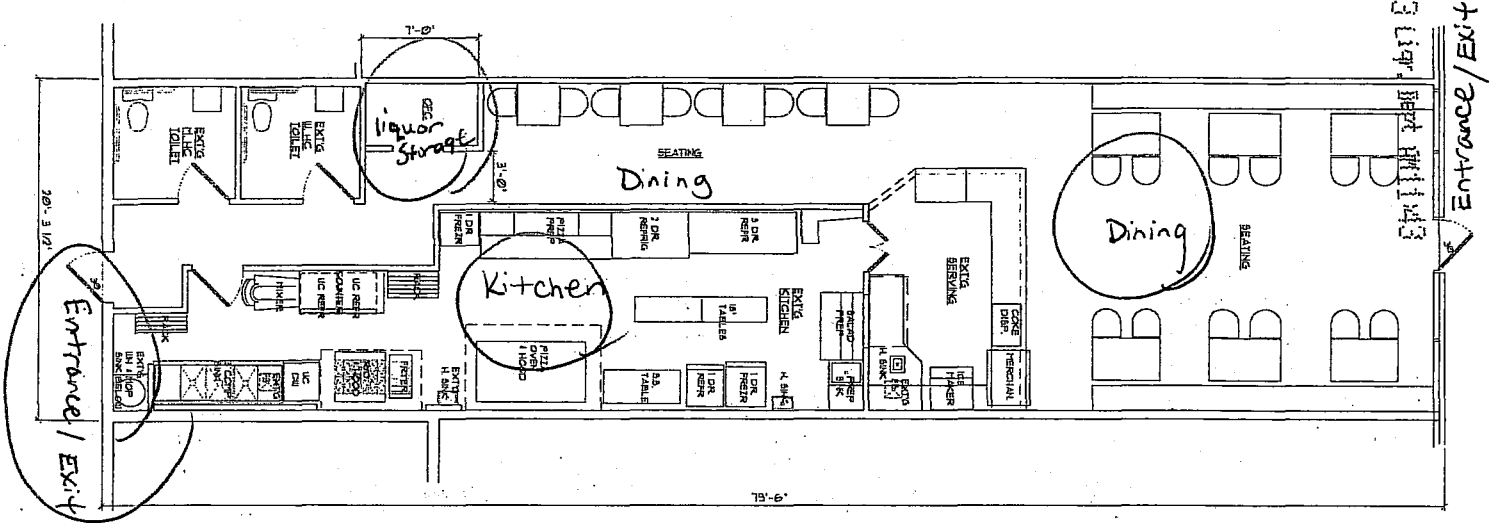
15<sup>th</sup> of MAY, 2013  
Day Month Year

[Signature]  
signature of NOTARY PUBLIC

SELT. 15 CONT

13 MAY 21 147. DEPT PM 3:10

"DOMINICK'S REAL ITALIAN"



**JOHN FENECK**  
ARCHITECT  
P.O. Box 550  
Vail, Arizona 85641  
(520) 836-2592  
DESIGN/BUILD - CONSTRUCTION MANAGEMENT - CONSULTING

FLOOR PLAN  
SCALE: 1/4" = 1'-0"  
North

DOMINICK'S PIZZA  
PRELIM: 4/16/13

1600 SQ FT

NO 274  
N