

## TONKA BAY MARINA

### Attachments:

1. Current renewal application
2. Survey
3. Stipulation for Settlement

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**CITY OF TONKA BAY  
MARINA LICENSE APPLICATION  
Renewal without Change**

License Year: 2013

No. of Boats 132

I, Gabriel Jabbour, 220 Tonka Bay Rd, (952)474-0292  
(name of owner) (address) (phone)

certify that no changes are to be made in the "dock use area" or the number of boats stored for lake use by Tonka Bay Marina at 220 Tonka Bay Rd  
(business name) (address)

during the 2013 season, that the maximum number of boats stored at docks will be 78, at moorings 0, and dry stored for lake use 54, that the locator map, survey (or plat), site plan, and dock construction detail on file with the city for last year's application will be applicable to the license being applied for, and that I will obtain a new license from the City of Tonka Bay before making any changes.

**CHECK THE NATURE OF SERVICES AND INDICATE PARKING PROVIDED:**

SERVICE PROVIDED	CHECK IF APPLICABLE	NO. OF PARKING SPACES
Boat Storage	✓	81
Launching Ramps	✓	0
Sales	✓	10
Service	✓	10
Boat Rentals		
Restaurant		
Other:		
Sanitary Facilities	✓	No. Units: 3
Boat Toilet Pumping Service	✓	

**FEES**

1. Base Fee	\$150.00
2. Yearly Renewal	\$120.00
2. <u>132</u> units at \$5.00 per unit =	\$660.00
<b>TOTAL FEE</b>	<b>\$930.00</b>

I further certify that the information provided herein and all attachments hereto are true and correct statements, and I understand that any license issued may be revoked by the City. I consent to permitting officers and agents of the City to enter the premises at all reasonable times to investigate and determine compliance with Section 520.

Date 2/11/13

Authorized Signature *[Signature]*  
Title Marina Manager  
Relationship to Owner Employee

APPROVED:

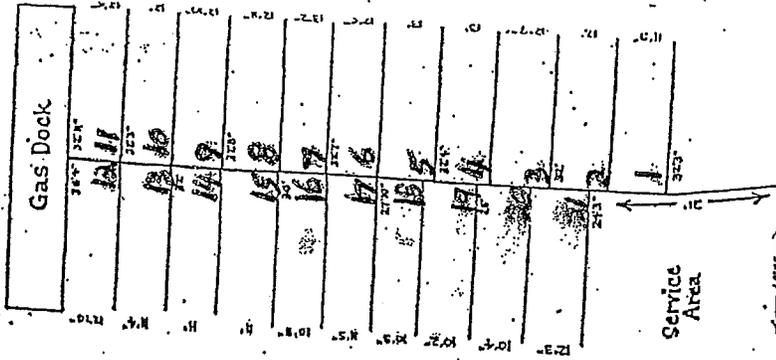
Date of City Council Meeting: March 12, 2013

By: \_\_\_\_\_  
Joseph Kohlmann, City Administrator

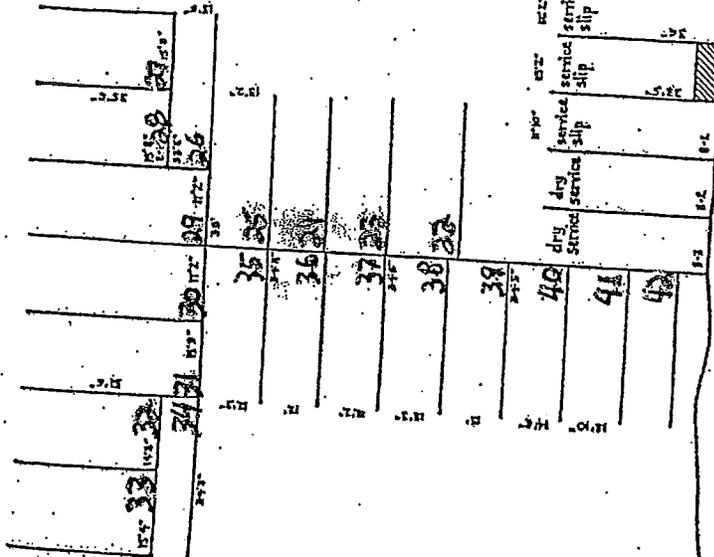
Date: \_\_\_\_\_

# Tonka Bay Marina

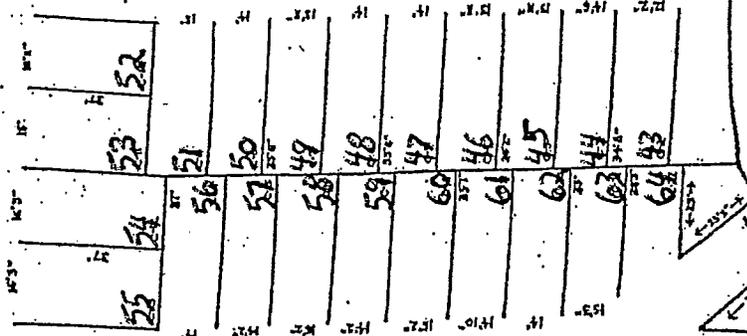
A DOCK



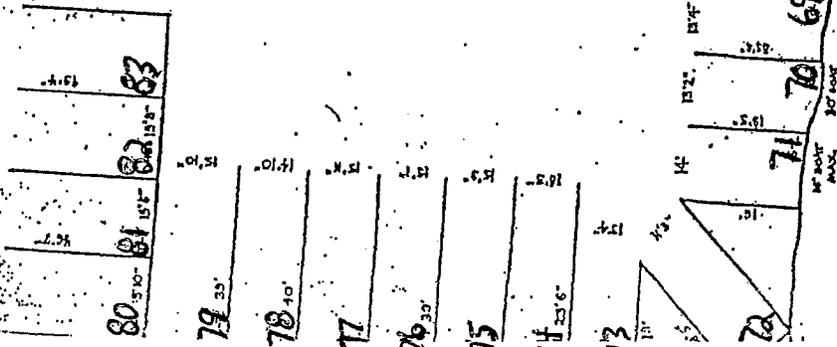
B DOCK



C DOCK



D DOCK



FILE

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Paul A. Scherber, d/b/a Tonka  
Yacht Club and Marina,

STIPULATION FOR

Plaintiff,

v.

SETTLEMENT

City of Tonka Bay, a municipal  
corporation,

File No. 84-12863

Defendant.

WHEREAS, Plaintiff has commenced an action against  
Defendant in the above-named court; and

WHEREAS, the parties through their respective attorneys,  
now desire to settle and reconcile their claims asserted in this  
matter.

NOW, THEREFORE, the parties agree as follows:

1. The City of Tonka Bay agrees to grant and does  
hereby grant the Tonka Bay Marina the right to dry-stack 54  
boats on the premises, in the dry-stack building currently  
in existence, upon the following conditions:

a. Dry-stacking shall be defined as the storage of  
boats during the boating season with the intent of  
moving the boats in and out of storage for use on a  
regular basis. Dry storage shall be defined as the  
storage of boats on a long term basis anytime during  
the year which are not to be used for boating purposes  
on a regular basis.

b. The Tonka Bay Marina shall not allow any public  
launching of boats on the Marina premises. Launching  
should be limited to customers of the Marina who have  
contracted for the use of docks located on the  
premises. No launching to the public shall be allowed  
on a daily-fee basis.



c. That the Tonka Bay Marina will be allowed a total of three hundred fifty (350) boats on the marina property for winter dry storage of boats (inside and outside of buildings). The Tonka Bay Marina shall provide adequate parking at all times of the year, but particularly in the spring and fall of each year for the fall and spring preparation and maintenance of boats.

d. That the Tonka Bay Marina shall be allowed to provide seventy-eight (78) in-water dock slips for the docking of seventy-eight (78) boats. Additionally, the Marina must provide twelve (12) slips for transit use, including repair service and docking facilities for dry stack boats.

e. That the Tonka Bay Marina shall at all reasonable times make available to the City information relating to the ownership of boats placed anywhere on the premises, including the docks.

f. That the Tonka Bay Marina shall be allowed fifty (50) boats on the premises for brokerage purposes, including boats stored inside and outside of any building.

g. That the Tonka Bay Marina will be allowed twelve (12) transit slips, as indicated above, for service and dry-stack dockage.

h. That the Tonka Bay Marina will be allowed twenty-five (25) boats on the premises for service repair and maintenance purposes stored inside or outside of any building.

i. That the Tonka Bay Marina shall be allowed fifteen (15) boats on the premises for off-lake summer storage, which would be for boats which are stored on the premises in the winter and which are not put in the water at any time during the summer.

j. That except as provided in Paragraph c, at no time during the period of this agreement may the Tonka Bay Marina have more than two hundred twenty-two (222) boats on the premises during the boating season. Of this total maximum upper limits on boats, there may be

no more than fifty-four (54) dry stacked boats, seventy-eight (78) boats in rental water slips, fifty (50) boats for brokerage purposes, twenty-five (25) boats for service and repair purposes, and fifteen (15) boats for off-lake summer storage. For purposes of this agreement, boats shall be defined as a single water craft or portion of hull thereof, whether or not the boat is usable.

k. That at any time in the future the Tonka Bay Marina may put up a storage building on the west side of the road; that said building shall be no higher than twenty-two (22) feet or whatever is allowed by the current zoning and building codes at the time said building is constructed, whichever is lower. It is clearly understood by the parties that said building shall conform to all setback requirements and that the construction of any such building requires a building permit. The Tonka Bay Marina may use the proposed building only for the winter storage of boats and not for dry stacking.

l. That any new additional buildings that might be constructed on the east side of the road will be no higher than fifteen (15) feet or whatever is allowed by the current zoning and building codes at the time said building is constructed, whichever is lower, with the exception that any buildings which need to be replaced, which are currently in existence, will not exceed the size or height of the buildings to be replaced, as may be allowed by the zoning ordinance in effect at such time.

m. That the Tonka Bay Marina will give to the City property described in attached Exhibit A.

n. That at the option of the City, the Tonka Bay Marina will, at its own expense, construct a road running on the north side of the property referred to as the "ball park" property to the Marina for the purpose of ingress and egress of cars and boats to the Marina. It is understood that in order to construct said road it will be necessary for the City to grant Tonka Bay Marina a license over a small portion of City-owned property. Should the City decide to elect said option for the Tonka Bay Marina to construct said road, the City will give Tonka Bay Marina ninety (90) days written notice of said election. Said election must occur within two (2) years of the date of this Agreement or this provision becomes null and void.

o. Attached hereto as Exhibit B is a diagram showing the twelve (12) transit slips used for service, maintenance and repair and dry stack boat slippage. Said slips shall be appropriately designated as open slips.

p. That at all times Tonka Bay Marina will provide sufficient parking in accordance with Tonka Bay City Ordinances for all the boats located on the premises, in accordance with the formula as set out in the City Ordinance. A current parking diagram is attached hereto as Exhibit C.

q. That in the event the City Council believes that Tonka Bay Marina has violated one or more of the conditions of this Stipulation, the City shall give Tonka Bay Marina ten (10) days written notice of the alleged violation and shall set up a public hearing before the City Council, at which time the Tonka Bay Marina may appear and answer the alleged violations and argue why this agreement should not be revoked and terminated. The City Council by a majority vote of the Council may revoke and terminate said Agreement upon a showing of a violation thereof.

r. That the City Council has executed this agreement only because it finds that the premises are unique from other premises being used for marina purposes and that the premises include a large area of land and topographical features which assist in the screening of the storage building, a large area available for adequate off-street parking. These premises in this respect are different from other marinas in the City of Tonka Bay along Lake Minnetonka.

CITY OF TONKA BAY

By: Ruth Sherman  
Ruth Sherman, Mayor

By: \_\_\_\_\_  
Kirk MacDonald  
City Administrator

TONKA BAY MARINA

By: Gerald E. Toberman  
Gerald E. Toberman,  
President

APPROVED AS TO FORM:

FROBERG & PENBERTHY, P.A.

By: \_\_\_\_\_  
James G. Penberthy  
Attorney for the  
City of Tonka Bay

MESHBESHER, SINGER & SPENCE

By: TR Eickhorn-Hicks  
Tracy R. Eickhorn-Hicks  
Attorney for Gerald E.  
Toberman/d/b/a Tonka Bay  
Yacht Club and Marina

85042 27 117 23 Tonka Bay Yacht Club  
JOB # SC/TWP/RG CLIENT NAME

EXHIBIT A

**ADVANCE**  
SURVEYING & ENGINEERING CO.

(612) 474-0981  
5300 HIGHWAY 101 SOUTH, MINNETONKA, MINNESOTA 55343

# Boundary Survey for: Tonka Bay Yacht Club

## LEGAL DESCRIPTION:

That part of Lot 1, AUDITOR'S SUBDIVISION NUMBER 113, Hennepin County, Minnesota, described as follows: The bearings in the following description are based on the bearing datum of Registered Land Survey Number 1374 in said Hennepin County; Commencing at the most easterly corner of Tract A, of said Registered Land Survey Number 1374; thence South 32 degrees 50 minutes 18 seconds East a distance of 355.30 feet; thence North 86 degrees 29 minutes 40 seconds West a distance of 167.28 feet; thence South 24 degrees 22 minutes 40 seconds East a distance of 39.50 feet, the point of beginning of the land to be described; thence South 44 degrees 51 minutes 26 seconds West a distance of 351.14 feet; thence South 9 degrees 46 minutes 59 seconds West a distance of 172.50 feet to the northerly right of way line of Tonka Bay Road; thence southeasterly, easterly and northeasterly 207.83 feet along a circular curve, concave to the north-west, chord bearing North 78 degrees 30 minutes 10 seconds East, radius 205.76 feet, central angle 57 degrees 52 minutes 19 seconds; thence North 49 degrees 34 minutes 00 seconds East a distance of 86.63 feet; thence northeasterly 134.27 feet along a tangential curve, concave to the south-east, radius 344.52 feet, central angle 22 degrees 19 minutes 50 seconds to an intersection of said northerly right of way line of Tonka Bay Road with a line bearing South 24 degrees 22 minutes 40 seconds East from the point of beginning; thence North 24 degrees 22 minutes 40 seconds East from the point of beginning; thence North 24 degrees 22 minutes 40 seconds West a distance of 289.62 feet to the point of beginning.

Date of Preparation: March 11, 1985

Date of Revision: April 2, 1985