



# MEDINA, WASHINGTON

## HEARING EXAMINER

A Hybrid Public Hearing

Thursday, May 15, 2025 – 10:00 AM

### **AMENDED - AGENDA** **(Additional Materials added)**

#### **Hybrid Meeting Participation**

The scheduled hearing will be held both in person and using remote meeting technology. Please either attend in person at Medina City Hall or log in or call in a few minutes prior to the start of the hearing to participate. Written comments may still be submitted prior to the hearing by emailing Jonathan Kesler, AICP, Planning Manager, at [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov). Written comments are given the same weight as verbal public testimony.

Join Zoom Meeting: <https://medina-wa.zoom.us/j/87077327685?pwd=tA0Ct5EHcvKmdV517q7GtP3ZZpx7K0.1>

Meeting ID: 870 7732 7685

Passcode: 516757

One tap mobile

+12532158782,,87077327685#,,, \*516757# US (Tacoma)

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#### **Public Hearings:**

**NOTE:** *The Hearing Examiner has the discretion to limit testimony to relevant non-repetitive comments and to set time limits to ensure an equal opportunity is available for all people to testify.*

#### **PRE-DECISION HEARING:**

**File No.:** P-24-079 Non-Administrative Variance

#### **Applicant or**

**Agent:** Terrence I. Danysh and R. Charles Beckett, Attorneys/Agents, for Overlake Golf and Country Club, property owners

**Proposal:** A Non-Administrative Variance to allow a 50-foot-tall fence in excess of the 25-foot maximum height limitation under the Medina Municipal Code

**Location:** 8000 NE 16th Medina, WA 98039; Parcel # 252504-9003

**Legal Info:** PTN SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Sec. 25 T.25N R.4E W.M. Less Rds & Less POR Platted Fairway View & Less N 30 ft

**Prepared by:** Jennifer S. Robertson, City Attorney for the City of Medina

OGCC Non-Administrative Variance, P-24-079

Staff Analysis and Recommendation

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## **PART 1 – GENERAL INFORMATION**

**ZONING:** R-20, Residential

**COMPREHENSIVE PLAN DESIGNATION:** Residential

**SHORELINE ENVIRONMENT DESIGNATION:** N/A

**CRITICAL AREAS:** An NWI wetland is located on the property next to driving range. Other delineated wetlands are located elsewhere on the property.

**ENVIRONMENTAL (SEPA) REVIEW:** This proposal is exempt from environmental review (SEPA) pursuant to WAC 197-11-800(6)(e), Land Use Decisions, Granting a Variance

### **EXHIBITS:**

1. Staff Report
2. Non-Administrative Variance Application, received November 27, 2024
3. Determination of Completeness, December 23, 2024
4. Notice of Application with site plan, January 2, 2025
5. Building Plans, received November 27, 2024
6. Mailing Labels, received November 27, 2024
7. Mailer Vicinity Map, received November 27, 2024
8. Owner's Declaration of Agency, received November 27, 2024
9. Option to Purchase Agreement, received November 27, 2024
10. General Tree Evaluation with Preliminary Tree Preservation Recommendation for Overlake Golf and Country Club Driving Range Net Replacement project prepared by Bartlett Consulting submitted by applicant, received November 27, 2024
11. Landscape Planting Planning Guidance with Example Planning Layout for Overlake Golf and Country Club Driving Range Net Replacement project prepared by Bartlett Consulting submitted by applicant, received November 27, 2024
12. Driving Range Net Height Analysis by Ken Tannar, Probable Golf Instruction, Ltd. submitted by applicant
13. Addendum to Net Height Analysis by Ken Tannar, Probable Golf Instruction, Ltd. submitted by applicant, received November 27, 2024
14. Area Club Range Net Questionnaire submitted by applicant, received November 27, 2024
15. Rendering of Views around driving range submitted by applicant, received November 27, 2024
16. Information on Dyneema Golf Barrier Net submitted by applicant, received November 27, 2024
17. Message from General Manager of Overlake Golf and Country Club to neighbors with visual renderings, December 13, 2024
18. Public Comments:
  - a. Mike Willingham email dated May 26, 2024 with Chasma Gerron email dated May 16, 2025, Sharon Fite email dated May 10, 2024, and Ty Schultz email dated April 24, 2024
  - b. Ben J. Magnano email dated December 11, 2024



- c. Christian Gerron email dated December 11, 2024
  - d. Steven Goldfarb email dated January 2, 2025
  - e. Mike and Jan Peters email dated January 9, 2025
  - f. Steven Goldfarb email dated January 16, 2025
  - g. Michael Peters email and attachment dated January 22, 2025
  - h. Ty Schultz email dated January 23, 2025
  - i. Christian Gerron email dated January 23, 2025
  - j. Jeff Richey email dated January 24, 2025
  - k. Chris Gayte email dated January 27, 2025
  - l. Mike Willingham email dated January 27, 2025
  - m. Mike Willingham email dated January 28, 2025, includes email from Mike Willingham dated January 24, 2025
  - n. Peter Berger and Jessica Rossman email dated January 31, 2025
  - o. Rosalie Gann email dated January 31, 2025
  - p. Heija Nunn email dated February 1, 2025
  - q. Ben Magnano email dated February 2, 2025
  - r. Aaron M. Smith, Esq. email dated February 3, 2025
  - s. Peter Berger email dated February 3, 2025
  - t. Ty Schultz email dated February 26, 2025
  - u. Christian Gerron email dated March 9, 2025
- 19. Notice of Hearing issued on April 15, 2025
  - 20. Declaration of Posting for Notice of Application, January 2, 2025
  - 21. Declaration of Mailing for Notice of Application, January 2, 2025
  - 22. Declaration of Posting for Notice of Hearing, April 15, 2025
  - 23. Declaration of Mailing for Notice of Hearing, April 15, 2025

## **PART 2 – SITE CHARACTERISTICS**

**EXISTING CONDITIONS:** The subject property is developed with an 18-hole golf course, a club house, sport courts, swimming pool, driving range, a parking lot, pro-shop, multiple natural features, and both potential and delineated wetlands. The property is landscaped with significant mature trees and plantings. The property operates under a Special Use Permit for use as a Golf Course.

### **SURROUNDING ZONING:**

Direction	Zoning	Present Use
North	R-16	Residential
South	R-16	Residential
East	City of Clyde Hill	Residential
West	R-20	Residential

**ACCESS:** Ingress and egress are from the end of NE 16<sup>th</sup> Street off of Evergreen Point Road.

## **PART 3 – COMPREHENSIVE PLAN**

The following excerpted sections of the 2024 Medina Comprehensive Plan (“2024 Comp Plan” or “Comp Plan”) are applicable to this proposed variance:

Background and Context.<sup>1</sup> The Overlake Golf and Country Club (“OGCC”) is mentioned in the 2024 Medina Comprehensive Plan, including being listed as a large tract of open space:

Medina also has a distinctive and sylvan quality that is typified by semi-wooded and heavily landscaped lots that provide visual and acoustic privacy between neighbors and abutting city streets. Many of the residences are situated in open settings, which take advantage of the attractive lake and territorial views. Additional contributing factors are elaborately landscaped lots as well as the large tracts of open space, which can be seen from city streets. Overlake's golf course is an attractive, open green space located in a shallow valley, which runs through the center of the City. The golf course serves as a visual amenity for surrounding homes, passers-by who view it from city streets, and residents of Clyde Hill.

The City will encourage development within the community that is compatible in scale with the surrounding housing, while meeting the requirements of the GMA, and progressing on its adopted housing targets. Minimizing changes to existing zoning and land use patterns and integrating development organically with the surrounding community are seen as important to protecting the City's character. It is felt that the City should take steps to preserve the natural amenities and other characteristics which contribute to the quality of life for the benefit of its residents of all ages, backgrounds, and income levels.<sup>2</sup>

Land Use Element.<sup>3</sup>

**LU-P5** Existing non-residential uses are encouraged to be maintained. Existing nonresidential uses include:

- City Hall
- Medina Grocery Store
- Post Office
- Three Points Elementary School
- Wells Medina Nursery
- Overlake Golf and Country Club
- St. Thomas Church
- St. Thomas School
- Gas Station
- Medina Elementary School
- City facilities, trail systems, and parks
- Utilities

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<sup>1</sup> Page 7, 2024 Comp Plan.

<sup>2</sup> See Section C. Background and Context, Page 8, 2024 Comp Plan.

<sup>3</sup> The Land Use Element starts on page 9 of the 2024 Comp Plan; the Policies start on page 17 of the 2024 Comp Plan.

**LU-P6** Existing non-residential uses within a residential zone may be converted to residential use or may be redeveloped with a new non-residential use in a manner compatible with surrounding properties when allowed through the conditional use process (e.g., senior center or community center).

Natural Environment Element.<sup>4</sup> Under “Existing Conditions”,<sup>5</sup> OGCC is listed as having known regulated critical areas and sensitive areas: “Medina Park and adjacent wetlands at Overlake Golf & Country Club”.

#### Community Design Element.

##### Medina Community Design<sup>6</sup>

Trees and vegetation help reduce the impact of development, by providing significant aesthetic and environmental benefits. Trees and other forms of landscaping improve air quality, water quality, and soil stability. They provide limited wildlife habitat and reduce stress associated with urban life by providing visual and noise barriers between the City's streets and private property and between neighboring properties. They also have great aesthetic value and significant landscaping, including mature trees, which are always associated with well-designed communities.

...

The Medina Community Design provides planting options to perpetuate the informal, natural appearance of Medina's street rights-of-way, public areas, and the adjacent portions of private property. The Community Design provides the overall framework for the improvement goals in these areas and should be reviewed periodically and updated where appropriate. The goals include:

- provide a diversity of plant species;
- screen development projects from City streets and from neighboring properties;
- respect the privacy of the neighborhood by encouraging vegetation and landscaping that
- provides screening;
- respect the scale and nature of plantings in the immediate vicinity;
- recognize restrictions imposed by overhead wires, sidewalks, and street intersections;
- recognize “historical” view corridors; and
- maintain the City's informal, natural appearance.

...

. . . The historic landscaping along the perimeter of the golf course should be retained and/or replaced with suitable trees, approved by the City.

##### Community Spaces<sup>7</sup>

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<sup>4</sup> The Natural Environment Element starts on page 23 of the 2024 Comp Plan.

<sup>5</sup> Page 24 of the 2024 Comp Plan.

<sup>6</sup> Page 45 of 2024 Comp Plan.

<sup>7</sup> Page 47 of 2024 Comp Plan.

The City's parks, natural spaces and green spaces, its small town businesses, schools, church, and other amenities are defining elements of Medina's community character.

The distinctive landscaping along the perimeter of the golf course at Overlake Golf and Country Club is an important visual feature long identified with Medina. . . .

**CD-G3** The historic landscaping along the perimeter of the golf course is a distinctive part of Medina's character and should be retained and/or replaced in the future with an appropriate selection of trees. Equally as important with this perimeter area is maintaining view corridors into the golf course which contributes a sense of added open space in the heart of the community.

**CD-P1** Preserve and enhance trees as a component of Medina's distinctive sylvan character.

### **Citywide Character**

**CD-P1** Preserve and enhance trees as a component of Medina's distinctive sylvan character.

**CD-P6** Encourage infill and redevelopment in a manner that is compatible with the existing neighborhood scale.

### **Open Space**

**CD-P14** Preserve, encourage, and enhance open space as a key element of the community's character through parks, trails, and other significant properties that provide public benefit.

**CD-P15** Utilize landscape buffers between different uses to provide natural transition, noise reduction, and delineation of space

### **Vegetation and Landscaping**

**CD-P19** Residents should consult with the City and with their neighbors on both removal and replacement of trees and tree groupings to help to protect views and to prevent potential problems (e.g., removal of an important tree or planting a living fence).

**CD-P21** Preserve vegetation with special consideration given to the protection of groups of trees and associated undergrowth, specimen trees, and evergreen trees.

**CD-P24** Minimize the removal of existing vegetation when improving streets or developing property unless hazardous or arborist recommended.

**CD-P27** Support the creation and continued maintenance of vegetation and landscaping that screens the view and sight-lines of houses from adjoining residential properties, with an emphasis on preserving privacy of adjoining residential properties and reducing visual and sound impacts.

### **Housing Element.**

### Introduction.<sup>8</sup>

...

Through its adopted plans and policies, the city pursues opportunities to do the following:

- Preserve the quiet, sylvan neighborhood character.
- Encourage residential development compatible in scale with the surrounding housing.
- Promote and encourage green building practices and tree preservation.

...

Parks and Open Space Element.<sup>9</sup> OGCC is listed as part of “Other Recreational Facilities”<sup>10</sup> in Medina:

#### OVERLAKE GOLF AND COUNTRY CLUB (PRIVATE GOLF COURSE)

Located at 8000 NE 16th Street, the golf course provides approximately 140 acres of open space for members of the club to play golf. The property also contains a private club house and a swimming pool.

## PART 4 - AGENCY REVIEW/PUBLIC COMMENT

### NOTICES (Exhibit 11):

Application received:	November 27, 2024
Determination of Completeness:	December 23, 2024
Notice of Application:	January 2, 2025
Notice of Hearing:	April 15, 2025

The application was received on November 27, 2024, and was determined complete on December 23, 2024, pursuant to MMC 16.80.100. A Notice of Application was issued on January 2, 2025, with a mailing to property owners pursuant to MMC 16.80.140(B)(2); posting on-site; and posting at other public notices locations (City Hall, Medina Post Office, Park Board, and City of Medina website). A 14-day comment period was used pursuant to MMC 16.80.110(B)(7). A Notice of Hearing was issued on April 15, 2025, consistent with MMC 16.80.120. The notice was mailed to property owners pursuant to MMC 16.80.140(B)(2), published in *The Seattle Times* newspaper, and posted on the site and other public notice locations (City Hall, Medina Post Office, the Posting Board in Medina Park and the City of Medina website).

**GENERAL PUBLIC COMMENTS:** As of the date of the staff report, the City has received more than twenty-two<sup>11</sup> public comments regarding the proposed project.

**AGENCY COMMENTS:** No agency comments were received.

## PART 4 – STAFF ANALYSIS

### GENERAL:

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<sup>8</sup> Page 55, 2024 Comp Plan.

<sup>9</sup> Page 77, 2024 Comp Plan.

<sup>10</sup> Page 83, 2024 Comp Plan.

<sup>11</sup> Some of the comments are email strings which contain multiple comments.

1. Overlake Golf and Country Club (“OGCC”) is the owner and taxpayer of record of the property identified as 8000 ME 16<sup>th</sup> Street, Medina WA 98039, Parcel No. 2525049003, according to the Option to Purchase (Exhibit 9). The property owner has agents, Terrence Danysh Esq. and Charles Beckett Esq., who are acting on behalf of the owner (Exhibit 8).
2. The property is zoned R-20 (Residential) and is approximately 6,098,400 square feet (140 acres) in size. The subject property is developed with an 18-hole golf course, a club house, sport courts, swimming pool, driving range, a parking lot, pro-shop, multiple natural features, and both potential and delineated wetlands. The property is landscaped with significant mature trees and plantings. The property operates under a Special Use Permit for use as a Golf Course.
3. Use. The property is zoned residential (R-20), however, the use as a golf course is allowed under a non-administrative Special Use Permit under MMC 16.37.120.
4. Under this application, the applicant applied for a Non-Administrative Variance to obtain relief from the height limits for the underlying zone (25 feet) for the purpose of building an extensive fence and netting structure surrounding the existing driving range with a height of 50 feet. The current fence around the driving range is 12 feet and the height limitation in the code is 25 feet. MMC 16.23.050. The proposed new fence would be approximately 1,500 linear feet long and have a total fence surface area of approximately 75,000 square feet, half of which would be over the 25’ height limit for the zone. The current 12-foot-tall fence area is approximately 18,000 square feet in surface area.

#### **ENVIRONMENTAL (SEPA) REVIEW:**

5. The proposal is exempt from environmental (SEPA) review under WAC 197-11-800(6)(e), *Land Use Decisions, Granting of a Variance*. “Granting of variance based on special circumstances, not including economic hardship, applicable to the subject property, such as size, shape, topography, location or surroundings and not resulting in any change in land use or density.”

#### **ANALYSIS OF THE NON-ADMINISTRATIVE VARIANCE:**

6. The Medina Municipal Code (MMC) 16.72.030(D) requires a Non-Administrative Variance for circumstances where relief from a dimensional standard is sought subject to the limitation outlined in MMC 16.72.030.E.1, which states Non-Administrative Variances may be granted where the application of a dimensional standard would result in unusual or unreasonable hardship due to physical characteristics of the site.
7. A golf course is defined in MMC 16.12.080 as “Golf course means an area with at least nine holes for playing golf, including improved tees, greens, fairways, hazards, and a driving range. Facility may include a clubhouse with related pro-shop, restaurant/food, and alcohol service.”
8. Golf courses are deemed a “Special Use” in the R-20 zone. MMC 16.21.030 (Land Use Table).

9. Development criteria for golf courses is set forth in MMC 16.32.070. MMC 16.32.070.A.3 provides that “Underlying zoning and development standards shall apply, except setback requirements may be waived by the city for property lines located interior to the outer boundaries of the golf course.”
10. MMC 16.32.070.E lists uses that are typically accessory uses of a golf course. While driving ranges are not included in the list of accessory uses, there is a catch all for “other uses typically associated with a golf course use.” (MMC 16.32.070.E.5.)
11. MMC 16.23.050 provides the maximum height limits for buildings and structures. For the R-20 zone, the height limit is 25 feet from the low point of original grade or 28 feet from the low point of finished grade. Height is measured using the methods set forth in MMC 16.23.060.
12. MMC 16.30.010.B.3 provides that fences that are not located within setback areas may be constructed to the height limitations of other buildings and structures in the zoning district where the fence is located.
13. Pursuant to MMC 16.72.030.F<sup>12</sup>, a Non-Administrative Variance shall not be granted unless all of the following are met:

- a. The variance does not constitute a granting of special privilege inconsistent with the limitations upon uses of other properties in the zone in which the subject property is located.***

APPLICANTS RESPONSE: See the applicant’s response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE:

Allowing a 50-foot structural height limit would be a special privilege not enjoyed by other properties in the R-20 zone. No property within the city limits of the City of Medina has a structure of this height. This structure would be visible by neighboring property and visible from properties at higher elevations for many miles. It is extremely out of scale with all other structures in the City of Medina.

In addition, having a fence height that meets the code limitations would not result in the property being unable to be used as a golf course. The golf course has been in operation for decades without a 50’ tall fence around the driving range. The existing fence is only 12 feet tall and can be increased to 25 feet under the existing code. If the variance is denied, the property can continue to operate as a golf course, including operating a driving range. Therefore, this criterion has not been met.

- b. The variance is necessary to make reasonable use of the property and such necessity is because of special circumstances relating to the size, shape,***

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<sup>12</sup> Note: the code was updated prior to the submittal of this application. The changes were recently codified but were not codified at the time of the submittal. Please review the updated code for the most current version of MMC 16.72.030.

***topography, or other factors on the lot such as the presence of critical areas or buffers that substantially constrain development of the subject property such that the property owner cannot develop the property consistent with allowed uses in the zone in which the subject property is located.***

APPLICANTS RESPONSE: See the applicant's response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE: There are no special circumstances related to the size, shape, topography or other factors on the property, such as critical areas or buffers, that substantially constrain development of the property or make it undevelopable. The property is 140 acres in size and has been developed and in use for decades as a golf course. Therefore, OGCC currently *has* reasonable use of property under a special use permit. If OGCC would like to modify the driving range for increased safety, the range can be relocated to a different location within these 140 acres. Other options for increasing safety that have been shared by the public in the public comments include restricting use of woods/drivers on the range, requiring low flight balls, installing a golf simulator, or utilizing any number of other strategies to limit balls from escaping the driving range. Furthermore, the property will continue to operate as a golf course even if the driving range was relocated or removed, and therefore reasonable use will exist without the need for a variance. Furthermore, the property is zoned R-20 which allows residential use. The property can be developed with housing under the R-20 zone without the need for the variance. Therefore, the applicant has reasonable use of the property and this criterion has not been met.

- c. The variance is necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant.***

***Hardship defined. It shall not be deemed a hardship if the applicant can develop the property for its allowed use under the zone without the granting of a variance.***

APPLICANTS RESPONSE: See the applicant's response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE: Under the definition of "hardship", if an applicant can develop the property for its allowed use without the variance, there is no hardship. Here, the applicant has developed the property as a special use as a golf course. The fact that the property is currently in use as a golf course means that there is not a hardship which requires the requested variance. In addition, because the property can be developed for residential under the existing zone, there is also not a hardship. Finally, any hardship must relate to the land itself and not problems personal to the applicant. Here, the applicant chose the location of the driving range. The driving range can be moved elsewhere on the 140-acre property if the location creates an issue. Thus, the issue claimed by the applicant is not a problem



relating to the land but to the choices made by the applicant. Therefore, there is no material hardship and this criterion has not been met.

- d. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.***

APPLICANTS RESPONSE: See the applicant's response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE: Granting a variance to install poles twice the maximum permitted height (50 feet instead of 25 feet) and approximately 75,000 square feet of surface area (37,500 square feet of which would be above the height limit and 57,000 square feet of which would be new fence surface area) would be materially detrimental to surrounding property owners by significantly impacting their views and the residential feel of the City. This structure would be far and above the tallest structure in Medina and thus has an impact on the public at large, particularly given how it will be visible from far away, even outside the City limits. Thus, the granting of this variance would be materially detrimental to the public welfare, be injurious to the property in the vicinity, as well be a deviation from the City's Comprehensive Plan. The record includes substantial information from the public as to the impact this variance would have on the neighboring owners in terms of degrading their views, removal of trees that screen the driving range from neighboring property, and intensifying the golf course use in a way that negatively impacts these properties and the public.

It is also contrary to the Comprehensive Plan which provides, "Overlake's golf course is an attractive, open green space located in a shallow valley, which runs through the center of the City. The golf course serves as a visual amenity for surrounding homes, passers-by who view it from city streets, and residents of Clyde Hill." The view impacts of such a tall and large structure would not be a "visual amenity" in Medina and the structure may be seen from as far away as downtown Bellevue and Clyde Hill. It is wholly out of scale with the rest of the built environment in Medina which is limited to 25 feet above original grade.

The applicant's Tree Evaluation and Preliminary Tree Preservation Recommendation (Exhibit 10) confirms the negative impact on the nearby residents: "Removing and pruning trees will... disrupt aesthetic characteristics held in high regard by golf course members and residents in the surrounding neighborhood." Therefore, in addition to being detrimental to nearby properties, this variance would also be detrimental to the general public. This criterion has not been met.

- e. Alternative development concepts in compliance with the existing code have been evaluated and undue hardship would result if such adherence to code provisions is required.***

APPLICANTS RESPONSE: See the applicant's response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE: Medina's municipal code defines hardship in the negative, stating that a hardship does *not* exist if the applicant can develop the property for its allowed use under the zone. For this property, that means development as either as residential housing or as a golf course with a special use permit. Golf course development exists today. While the applicant asserts that they have consulted "with its experts to evaluate alternative development concept that would be in compliance with the existing code, including a lower net height and an alternative range layout", such alternative concepts and plans were not submitted with this application. The applicant states that:

The applicant has also considered an alternative range layout, but is confined by its geography. Any alternative layout that would be sufficient to satisfy the safety concerns that presently exist would require a 'radical redesign' of the entirety of the course, and is not economically feasible for the Applicant at this time."

As described, this does not meet the definition of "hardship."

While the cost of a re-design may not be "economically feasible" for the applicant "at this time", denying the variance does not amount to a hardship as economic feasibility is not part of the definition of "hardship" since the property can still be developed and used without the variance and is, in fact, currently developed and used as a golf course. Therefore, this criterion has not been met.

In addition, other alternatives exist that would not require the range to be relocated, including, but not limited to: flight restricted balls beyond those addressed by the applicant's report, use of golf simulators, designating the range as an "irons only" facility, or allowing the harder hitters to only use the range when the adjoining fairways are closed. The applicant's submittal does not include this type of alternatives analysis, but in any case, since the property is currently operating as a golf course and can continue to operate as a golf course even if the driving range were removed, there is no hardship demonstrated that meets the criteria in the code.

***f. The variance is consistent with the purpose and intent of the relevant city ordinance and comprehensive plan.***

APPLICANTS RESPONSE: See the applicant's response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE: While the Medina Comprehensive Plan supports continuing the golf course use (LU-P5), this variance is inconsistent with several sections of the Medina Comprehensive Plan and its denial would not result in termination of use of the property for a golf course. The City's 2024 Comp Plan provides: "Existing non-

residential uses within a residential zone may be converted to residential use or may be redeveloped with a new non-residential use in a manner compatible with surrounding properties . . .” (LU-P6) This variance is not compatible with surrounding properties and therefore, is not consistent with LU-P6.

The variance would also be contrary to Community Design Element in the 2024 Comp Plan due to the removal of trees and vegetation which would reduce the aesthetic value and degrade the visual and noise protection that trees and landscaping provide between neighboring properties. Maintaining the trees and landscaping are also deemed important to “screen development projects from City streets and from neighboring properties.” (Community Design Chapter, page 46 of Comp Plan.) The Community Design element also recognizes the importance of “historical view corridors” and the City’s “informal, natural appearance.” (Id.) All of these benefits would be damaged by this proposed structure if the variance is granted. This project is also not consistent with the following Comp Plan Goals and Policies CD-G3, CD-P1, CD-P6, CD-P15, CD-P19, CD-P21, CD-P24, and CD-P27 as set forth below.

CD-G3 The historic landscaping along the perimeter of the golf course is a distinctive part of Medina's character and should be retained and/or replaced in the future with an appropriate selection of trees. Equally as important with this perimeter area is maintaining view corridors into the golf course which contributes a sense of added open space in the heart of the community.

- The proposed fence would remove significant landscaping and disrupt view corridors into the golf course which is inconsistent with this goal.

CD-P1 Preserve and enhance trees as a component of Medina’s distinctive sylvan character.

- The proposed fence would remove significant landscaping and disrupt Medina’s sylvan character which is inconsistent with this policy.

CD-P6 Encourage infill and redevelopment in a manner that is compatible with the existing neighborhood scale.

- This proposed fence and range redevelopment is significantly inconsistent with the policy requiring compatibility with “existing neighborhood scale”.

CD-P15 Utilize landscape buffers between different uses to provide natural transition, noise reduction, and delineation of space.

- The proposed project would destroy the natural transition between the neighbors and the driving range, and it would remove the visual and noise screening which facilitates this transition and therefore is inconsistent with this policy.

CD-P19 Residents should consult with the City and with their neighbors on both removal and replacement of trees and tree groupings to help to protect views and to prevent potential problems (e.g., removal of an important tree or planting a living fence).

- The proposed fence would remove significant landscaping, and the neighbors have objected to the impacts of the proposed variance. Thus, the variance is inconsistent with this policy.

CD-P21 Preserve vegetation with special consideration given to the protection of groups of trees and associated undergrowth, specimen trees, and evergreen trees.

- The proposed fence would remove significant landscaping and mature trees, including 77 trees, 21 of which are significant trees making it inconsistent with this policy.

CD-P24 Minimize the removal of existing vegetation when improving streets or developing property unless hazardous or arborist recommended.

- The proposed fence would remove significant landscaping and mature trees, including 77 trees, 21 of which are significant trees making it inconsistent with this policy.

CD-P27 Support the creation and continued maintenance of vegetation and landscaping that screens the view and sight-lines of houses from adjoining residential properties, with an emphasis on preserving privacy of adjoining residential properties and reducing visual and sound impacts.

- The proposed project would destroy the natural transition between the neighbors and the driving range, including removal of 77 trees, 21 of which are significant trees. It would remove the visual and noise screening currently existing on the site around the driving range and thus is inconsistent with this policy.

The variance would also be inconsistent with the Housing Element of the Comp Plan which promotes preserving “the quiet, sylvan neighborhood character”, encouraging “residential development compatible in scale with the surrounding housing” and promoting and encouraging “green building practices and tree preservation.”

Therefore, granting of this variance would not be “consistent with the purpose and intent of the relevant city ordinance and comprehensive plan” and this criterion has not been met.

***g. The basis for the variance request is not the result of deliberate actions of the application or property owner.***

APPLICANTS RESPONSE: See the applicant’s response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE: The driving range is of the size and in the location that were choices made by the applicant. So, while the applicant did not create better golfing equipment that may make ball flight go longer than in the past, the applicant *did* make design decisions about the golf course as a whole, including the driving range location and design. The applicant has the option to change operational rules for the current driving range or to move the driving range to a different location on the 140 acres. The applicant could redesign the golf course in a manner consistent with the Medina Municipal Code but currently lacks the funding and/or desire to do so. The applicant also has other options to improve safety at the current location. These include restricting the type of equipment used on the range in response to the changing technology, installing a range simulator, changing operational rules, etc. In short, the applicant can make other choices in how to operate the golf course without this variance. Therefore, the variance request is the result of decisions by the applicant/owner and this criterion is not met.

***h. The variance granted is the minimum necessary to provide reasonable use of the property.***

APPLICANTS RESPONSE: See the applicant's response in the Approval Criteria Document (Exhibit #2).

STAFF RESPONSE: The applicant already has use of the property for a golf course, including having a driving range. Improving the driving range to remove many trees which screen this use from neighboring properties and installing a 50' tall structure that would install 37,500 square feet of netting above the height limit (spanning roughly 1,500 linear feet) is not necessary to provide reasonable use of the property. The property may continue to operate as a golf course even if the driving range is never improved and even if the driving range were removed. The applicant also could develop the property for residential uses under the R-20 zone. Therefore, applicant currently has reasonable use of the property and will continue to enjoy that use without this variance. Thus, the variance is not required, and this criterion has not been met.

## **PART 5 – CONCLUSIONS**

1. Pursuant to MMC 16.72.100(C) and MMC 16.80.060(C), the Hearing Examiner has the authority to hold a public hearing and make decisions on applications. The purpose of this Non-Administrative Variance is to increase the height limitations for a driving range fence that is approximately 1,500 linear feet from 25 feet to 50 feet.
2. Proper notice for this public hearing has been provided. Notices were posted on the property and mailed to surrounding property owners within 300 feet and published in the Seattle Times newspaper on April 15, 2025, more than 15 days prior to the date of the hearing (Exhibit 21).
3. Pursuant to MMC 16.72.100(F), a Non-Administrative Variance shall not be approved unless all of the following criteria are met:

- a. *The Variance does not constitute a granting of special privilege inconsistent with the limitations upon uses of other properties in the zone in which the subject property is located.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.a. Criterion not met.

- b. *The Variance is necessary to make reasonable use of the property and such necessity is because of special circumstances relating to the size, shape, topography, or other factors on the lot such as the presence of critical areas or buffers that substantially constrain development of the subject property such that the property owner cannot develop the property consistent with allowed uses in the zone in which the subject property is located.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.b. Criterion not met.

- c. *The Variance is necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant.*

*Hardship defined. It shall not be deemed a hardship if the applicant can develop the property for its allowed use under the zone without the granting of a variance.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.c. Criterion not met.

- d. *The granting of such Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.d. Criterion not met.

- e. *Alternative development concepts in compliance with the existing code have been evaluated and undue hardship would result if such adherence to code provisions is required.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.e. Criterion not met.

- f. *The variance is consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.f. Criterion not met.

- g. *The basis for the variance request is not the result of deliberate actions of the applicant or property owner.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.g. Criterion not met.

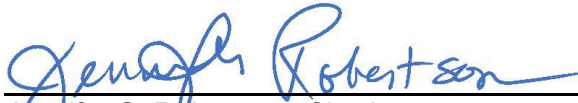
- h. *The variance granted is the minimum necessary to provide reasonable use of the property.*

**CONCLUSION:** See Staff Analysis in Part 4, 13.h. Criterion not met.

## **PART 6 – STAFF RECOMMENDATION**

Staff recommends the Hearing Examiner **deny** the Non-Administrative Variance (File No. P-24-079), as the project has **not** demonstrated consistency with the Medina Municipal Code, Non-Administrative Variance Criteria of Approval. The property is currently in a residential zone and in active use as a golf course. Denying the variance will not impact the ability of the owner to either develop the property for residential use or impact the owner's ability to continue to operate as a golf course. Instead, the variance would result in the development of a structure that is wholly out of scale with the rest of the City, would be materially detrimental to surrounding properties and to the general public, and is inconsistent with the City's Comprehensive Plan.

Date: April 30, 2025



---

Jennifer S. Robertson, City Attorney  
on behalf of the City of Medina



501 EVERGREEN POINT ROAD MEDINA, WA 98039  
PHONE: 425-233-6414/6400

## DEVELOPMENT SERVICES

# INSTRUCTIONS FOR A NON-ADMINISTRATIVE VARIANCE

### **This packet may be submitted for the following:**

- To request relief from dimensional zoning standards and
- If the relief is not eligible for an administrative variance or minor deviation

### **General Information**

- A. A complete application is required at the time of submittal. Please answer all questions on the application clearly and completely.
- B. The City's application form must be used, however, the project narrative and answers to the criteria questions may be submitted on a separate sheet of paper.
- C. On at least one page of the required drawings, please clearly identify or highlight the area that the variance is being requested for. Include what the requested dimensional zoning departure is numerically (e.g. the proposed additional height, square footage, or reduced setback amount).
- D. A Notice of Complete Application or Notice of Incomplete Application will be issued within twenty-eight (28) days of submittal.
- E. A Non-Administrative Variance requires a hearing in front of the Medina Hearing Examiner.

### **Requirements**



**I. APPLICATION**

**NOTE: Deviations from an approved variance at the time of applying for a building permit may result in the request being returned to the Hearing Examiner for further review and cause delay of the project.**

- A. The following documents are required at the time of submittal, unless otherwise indicated. While final construction drawings are not required for a variance application, all submitted plans, elevations, etc. must be of sufficient detail to clearly show the nature and extent of the proposal and its relationship to other site or project features. A complete application will include:
1. Completed Variance Checklist, Variance Application and Declaration of Agency form
  2. Proof of ownership (copy of deed)
  3. Site Plan with the following:
    - a. Scale and north arrow
    - b. Property lines including corner stakes
    - c. Lot dimensions
    - d. Proposed location of new structure(s) or addition(s)
    - e. Dimensions of existing and new structures
    - f. Setback dimensions from property lines
    - g. All public/private roads
    - h. All easements

- i. All other structures on the property
  - j. Significant natural features
  - k. Structural calculations, including maximum structural coverage and impervious surface
  - l. Approximate location of structures on abutting properties with distances delineated
4. A set of drawings that contain the following:
- a. Schematic building plans and elevations
  - b. Building height with site sections
  - c. Topography at 5' contour intervals
  - d. Proposed landscaping and existing vegetation and trees
  - e. Area of future development (if any)
  - f. Other site or public improvements/information (if any)
5. When the request is for a height variance, the applicant shall provide documentation that clearly establishes the low point of original grade as outlined in Medina Municipal Code, Chapter 16.23.080.
- B. State Environmental Policy Act (SEPA) checklist for non-residential uses.
- C. A word document formatted to Avery address labels containing the names of property owners and their mailing addresses for all properties within 300 feet or three (3) parcels depth, whichever distance is greater but not to exceed 1,000 feet. See attachment in this packet for further information.
1. Vicinity map showing the site with the 300' or three (3) parcels depth minimum buffer of property owners who will be notified of the application.
- D. Any other perspective drawings, renderings, studies, or information the applicant feels is relevant to support the variance request.

## Procedure

### II. VARIANCE PROCESS

- A. Please submit the items listed above and any other information which may be required by the City at the time the application is filed.
- B. For a variance application requesting a reduction in setbacks, corner survey stakes must be in place and clearly visible at the time of application to allow inspection of the site.
- C. **MODIFICATIONS: Changes to an application that has already been submitted and noticed to surrounding property owners may trigger the application to be re-noticed.**
- D. Following receipt of the variance application, the City will review the application for completeness and either issue a Notice of Application which includes a public commenting period outlined in MMC 16.80.110(B)(7) or a Notice of Incomplete Application, listing the additional required documentation. Any comments that are received by the public will be forwarded to the applicant for response. A hearing will be schedule with the Medina Hearing Examiner and a Notice of Hearing will be posted, mailed, and published according to the general notice requirements in MMC 16.80.140 at least fifteen (15) days before the hearing date.

- E. STAFF REPORT AND MEETING AGENDA: A staff report and meeting agenda will be emailed to the applicant for review a week before the scheduled hearing.

### III. PUBLIC HEARING

- A. The Hearing Examiner bases his/her decision on the information provided in the application and testimony given at the public hearing. Information provided to the applicant by City staff or consultants regarding previous actions shall in no way be construed to indicate what the Hearing Examiner's decision will be on a given application.
- B. At the public hearing all evidence for or against the application will be heard in the following order:
1. The Hearing Examiner will introduce the requested application.
  2. Testimony will be heard as follows:
    - a. Staff
    - b. Applicant and/or their representatives.
    - c. Audience in attendance.
  3. Correspondence applicable to the case will be provided to the Hearing Examiner.
- C. Testimony must be related to the case being considered.

### IV. DISPOSITION OF CASES

- A. The Hearing Examiner may be prepared to make a final determination on the case following the conclusion of the hearing or may continue the matter if sufficient reason for such action is found.
- B. Before any variance may be granted, the Hearing Examiner shall find that all of the following conditions exist in each case of an application for a variance:
1. The variance does not constitute a granting of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the subject property is located; and
  2. The variance is necessary, because of special circumstances relating to the size, shape, topography, location or surroundings of the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
  3. The variance is necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant; and
  4. The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated; and
  5. The variance is the minimum necessary to provide reasonable relief.
- C. In determining whether to approve an application for a variance, evidence of variances granted under similar circumstances shall not be considered.

## EXHIBIT 2

- D. The decision of the Hearing Examiner will be issued to City staff ten (10) working days from the public hearing. The decision is effective upon the date of decision. Notices of Decision will be mailed to applicants and other interested parties as soon as possible.
- E. An approved variance is effective for a period of eighteen (18) months from the date of approval. A variance shall become void at the expiration at that time if the applicant has not filed a complete building permit application prior to the expiration date.

### **V. APPEALS**

The decision of the Hearing Examiner may be appealed by filing a land use petition to King County Superior Court within twenty-one (21) days from the date of the decision.



DEVELOPMENT  
SERVICES

# NON-ADMINISTRATIVE VARIANCE CHECKLIST

501 EVERGREEN POINT ROAD MEDINA, WA 98039

PHONE: 425-233-6414/6400

This checklist contains the minimum submission requirements for a non-administrative variance that are due at the time of submittal. Please note that not all items listed may apply to your submittal.

## COMPLETE APPLICATION

<input type="checkbox"/>	Variance Checklist
<input type="checkbox"/>	Complete Variance Application: <input type="checkbox"/> Application form <input type="checkbox"/> Signature of applicant/agent <input type="checkbox"/> All questions answered in full
<input type="checkbox"/>	Declaration of Agency form <b>(SEE EXHIBIT A)</b>
<input type="checkbox"/>	Proof of Ownership (copy of deed) <b>(SEE EXHIBIT B)</b>
<input type="checkbox"/>	Site Plan with required information <b>(SEE EXHIBIT C)</b>
<input type="checkbox"/>	Building plans, elevations, and/or sections with area of variance highlighted <b>(SEE EXHIBIT C) (highlighting area of variance)</b>
<input type="checkbox"/>	Documentation of Original Grade (if applicable)
<input type="checkbox"/>	State Environmental Policy Act (SEPA) Checklist for non-residential uses (if applicable)
<input type="checkbox"/>	Mailing labels – Word doc formatted to Avery address labels <input type="checkbox"/> Mailing labels containing the names of property owners and their mailing addresses for all properties within 300 feet <u>or</u> three (3) parcels depth, whichever distance is greater but not to exceed 1,000 feet. <b>(SEE EXHIBIT D)</b> <input type="checkbox"/> Vicinity map showing the site with the 300' or three (3) parcels depth minimum buffer of property owners who will be notified of the application. <b>(SEE EXHIBIT E) – Vicinity Map showing 3 parcel and 500' depth</b>
<input type="checkbox"/>	Perspective drawings, renderings, studies or additional supporting information (if applicable) <b>(SEE EXHIBITS F-L)</b>



501 EVERGREEN POINT ROAD MEDINA, WA 98039  
PHONE: 425-233-6414/6400

## DEVELOPMENT SERVICES

# NON-ADMINISTRATIVE VARIANCE APPLICATION

### Complete this form for the following:

- Relief from dimensional zoning standards and
- The relief is not eligible for an administrative variance or minor deviation

### General Information

**Owner Name:** Overlake Golf and Country Club, a Washington Nonprofit Corporation

**Property Address:** 8000 NE 16<sup>th</sup> St., Medina, WA 98039

**Legal Description:** PTN SW ¼ of NE ¼ of Sec. 25 T.25N R.4E W.M.  
Less Rds & Less POR Platted Fairway View & Less N 30 ft

**Tax Parcel Number:** 252504-9003

### Agent / Primary contact

**Name:** Terrence I Danysh, Esq.; Charlie Beckett, Esq.

**Email:** [tdanysh@prklaw.com](mailto:tdanysh@prklaw.com); [cbeckett@prklaw.com](mailto:cbeckett@prklaw.com)

**Contact Phone:** (425)990-4700

**Alternative Phone:**

**Mailing Address:** 10900 NE 4<sup>th</sup> St., Ste. 1850

**City:** Bellevue

**State:** WA

**Zip:** 98004

### Property Information

**Lot Size:** 22.14 acres

**Critical area(s) located on the property (Ch. 16.50 MMC)?**

☒ YES ☐ NO

**Zoning District:**

☐ R-16

☒ R-20

☐ R-30

☐ SR-30

☐ Public

☐ NA (Neighborhood Auto)

**Check all boxes for which  
relief is requested:**

☒ Maximum height

☐ Maximum structural coverage

☐ Maximum impervious surface coverage

☐ Minimum setback

☐ Other \_\_\_\_\_

**Please clearly state what your variance request is (i.e. *This is a request to reduce the rear yard setback from 30 ft. to 15 ft.*)**

**This is a request to increase the maximum height from 25 ft. to 50 ft. for the purposes of erecting a taller net for the driving range**

**List known variances or special/conditional use permits previously approved for this property:** None/none known, although a Golf Course is a Permitted Special Use for R-20 zoning under the Medina Municipal Code.

**Please describe any known nonconforming conditions:** None/none known

## EXHIBIT 2

**Please provide a complete description of the proposed project (attach additional pages if necessary):**

The Applicant's proposed project is to construct a 50 foot high net around the west, north, and east sides of the Overlake Golf & Country Club driving range, as a safety precaution for the purpose of preventing errant balls from potentially hitting users and guests of the golf course. Site and Building Plans (highlighting area of variance) for the proposed netting are attached hereto as Exhibit C.

### Approval Criteria

**The following is the approval criteria for a non-administrative variance. Please respond to each item by providing as much detailed information as possible to support your request. Attach additional pages if necessary.**

**1. The variance does not constitute a granting of special privilege inconsistent with the limitations upon uses of other properties in the zone in which the subject property is located**

The applicant's requested variance is an exception to the 25 foot structural height limit for property zoned R-20. This variance is for the purpose of erecting a 50 foot high net around the Overlake Golf & Country Club driving range. Under the Medina Municipal Code, a driving range is a special use permitted in R20 zoning as a use within the definition of a "golf course". See MMC 16.12.080 ("golf course") and MMC Table 16.21.030.

In the City of Medina, there are no other analogous properties to the Overlake Golf & Country Club. With that said, a variance to permit the erection of a driving range net is not a special privilege inconsistent with the limitations upon uses of other properties which are similarly zoned in adjacent municipalities. Per a survey conducted by OGCC of other regional golf courses (See Exhibit J), the vast majority of such courses either have significantly larger spaces devoted to their driving range or else have nets of 50'-85' in height. Where 50' nets exist, these golf courses have each indicated that they would either prefer to have taller nets, or are actively planning to acquire taller nets. In short, while less than optimal for its purposes, the 50' net the Applicant seeks is a privilege that is both ordinary and routine to such golf course uses.

**2. The variance is necessary to make reasonable use of the property and such necessity is because of special circumstances relating to the size, shape, topography or other factors on the lot such as the presence of critical areas or buffers that substantially constrain development of the subject property such that the property owner cannot develop the property consistent with allowed uses in the zone in which the subject property is located**

The Applicant's sought after variance is necessary to relieve a hardship experienced by the Applicant due to the size, shape, and orientation of the Applicant's driving range, which is no longer sufficient to be used safely due to evolving golf club and golf ball technology. As compared to other driving ranges in the region, Applicant's driving range is unusual for being of relatively small length and width compared to driving ranges at other regional courses, particularly given that it is internal to its associated golf course. These quirks of the land mean that the Applicant can no longer make safe, reasonable use of the driving range as presently developed, as errant golf balls now routinely escape the driving range and penetrate the golf course itself. In the absence of this safety measure being implemented, the only other means of making the golf course in conjunction with the driving range would be to completely re-design the golf course layout, which is not economically feasible for the Applicant.

## Approval Criteria (continued)

**3. The variance is necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant**

The Applicant's sought after variance is necessary to relieve a hardship experienced by the Applicant due to the size, shape, and orientation of the Applicant's driving range, which is no longer sufficient to be used safely due to evolving golf club and golf ball technology. As compared to other driving ranges in the region, Applicant's driving range is unusual for being of relatively small length and width compared to driving ranges at other regional courses, particularly given that it is internal to its associated golf course. These quirks of the land mean that the Applicant can no longer make safe, reasonable use of the driving range as presently developed, as errant golf balls now routinely escape the driving range and penetrate the golf course itself. In the absence of this safety measure being implemented, the only other means of making the golf course in conjunction with the driving range would be to completely re-design the golf course layout, which is not economically feasible for the Applicant.

**4. The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated**

The granting of the applicant's variance will not be materially detrimental to public welfare or injurious to the property or improvements in the vicinity and zone of the driving range where the erection of the netting is for the very purpose of preventing injuries to properties and persons in the vicinity of the driving range. At present, approximately 34% of all range balls (or as many as 3700-7000 balls per day), are calculated to be capable of escaping the driving range, presenting a significant risk of injury to property and persons nearby. See Exhibit H. If the Applicant's variance is granted, this netting, in conjunction with other preventative measures, will reduce the risk of balls escaping the driving range to less than 0.45% of all balls. See Exhibit I.

**5. Alternative development concepts in compliance with the existing code have been evaluated and undue hardship would result if such adherence to code provision is required**

In consultation with its experts, the Applicant has considered and evaluated alternative development concepts that would be in compliance with the existing code, including a lower net height and an alternative range layout.

The Applicant cannot make safe use of the property for its allowed purpose with a height-compliant net of 25 feet. Per the report of the Applicant's driving range safety expert, Probable Golf Instruction Ltd. ("PGIL"), a 25 feet net risks roughly 10.0% of all balls hit (or as many as 1100-2200 balls per day) escaping the range, even with limited-flight range balls, which the Applicant's expert has described as an unacceptable level of safety risk. See Exhibits H & I.

The applicant has also considered an alternative range layout, but is confined by its geography. Any alternative layout that would be sufficient to satisfy the safety concerns that presently exist would require a "radical redesign" of the entirety of the course, and is not economically feasible for the Applicant at this time.

**6. The variance is consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan.**

The variance is consistent with the portions of the City of Medina's Comprehensive Plan which pertain to the Applicant's use. Under goal LU-P5 of the Comprehensive Plan, the Applicant is called-out by name as a non-residential uses sought to be preserved by the City of Medina. If the Applicant's sought after variance is not granted, its ability to continue this use in the future without an unacceptable risk of liability will be hampered. This variance is also consistent with CD-G3, as the proposed Dyneema netting system is designed to have a negligible effect on view corridors of the golf course, and this variance will not have an effect on the landscaping on the perimeter of the golf course. See Exhibit L.

The variance sought is also consistent with the purposes and intent of the relevant city ordinances and the Comprehensive Plan in that it seeks to promote the public health, safety, and welfare of golf course patrons and guests. Under both city ordinance and the Comprehensive Plan, the Applicant is recognized as a major draw to the City of Medina, and one which the City desires to preserve. Approval of the variance will contribute to maintaining the attractiveness of the Applicant as a carefully maintained and sought-after place to golf. This in turn will have positive effects to the public welfare in the form of heightened property values in the Applicant's vicinity.



**7. The basis for the variance request is not the result of deliberate actions of the applicant or property owner**

The Applicant's variance request is not the result of the Applicant or property owner's actions, but is instead based upon technological improvements that have been made in the development of golf clubs and golf balls. The improvements have resulted in a substantial increase in the distance travelled by golf balls, even when hit by amateur golfers using limited-flight range balls, and a corresponding increased risk of errant balls hitting golfers and country club guests in the vicinity of the driving range.

**8. The variance granted is the minimum necessary to provide reasonable use of the property**

The variance sought by the Applicant is the minimum necessary to fulfil the Applicant's legal obligations for safety and thereby make reasonable use of the property. As a commercial business, the Applicant is obligated to make its premises safe for use by its customers.

Based upon the analysis prepared by PGIL, a 50 foot high net is the "bare minimum" necessary to reasonably use of the driving range in a safe matter. In PGIL's opinion, a 65 foot high net would be the "gold standard" for a range of this size, but a 50 foot net would be the absolute minimum that PGIL would recommend, in conjunction with limited flight range balls to provide a safe golfing environment.

I certify under the penalty of perjury that I am the owner of the above property or the duly authorized agent of the owner(s) acting on behalf of the owner(s) and that all information furnished in support of this application is true and correct.

Signature \_\_\_\_\_ Owner ☐ Agent ☐ Date \_\_\_\_\_

Signature \_\_\_\_\_ Owner ☐ Agent ☐ Date \_\_\_\_\_

## Permit Workflow Step - Detail

Permit Number: P-24-079

[Add Stop Clock](#)

Step Name: DETERMINATION OF COMPLETENESS Step Description: Determination of completeness

Workflow Step Status: ★ APPROVED\* Status Date: 12/23/2024 Status By: Steve Wilcox Due Date: 01/31/2025 



# CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144  
TELEPHONE 425-233-6400 | [www.medina-wa.gov](http://www.medina-wa.gov)

## N TICE APPLICATI N

**P** A Non-administrative Variance of 25 feet to the 25-foot height limit of a structure in the R-20 Zoning District, per Table 16.23.050(A), Maximum Height Standards. The Applicant proposes to construct a 50-foot-high structure (a net) around the west, north, and east sides of the Overlake Golf & Country Club Driving Range, as a safety precaution to prevent errant balls from posing a risk of hitting golfers and other guests of the club.

**N** P-24-079, Non-administrative Variance

**A** Richard Beckett (Agent)

**A** 8000 NE 16<sup>th</sup> St., Medina, WA 98039

**R** **P** Building Permit

**A** **R** : November 27, 2024  
**C** December 23, 2024  
**N** **A** January 2, 2025

**P LIC C MMENT** Pursuant to MMC 16.80.110(B)(7), this application has a public comment period. Please submit public comments no less than 14 days, January 16, 2025, and no more than 30 days, February 1, 2025, from the date of issuance of the Notice of Application.

**TATE ENVIR NMENTAL P LICY ACT** The proposal is exempt from environmental (SEPA) review pursuant to WAC 197-11-800(2)(e), Minor New Construction and 197-11-800(6)(e), Land Use Decisions, Granting of a Variance.

**ETERMINATI N C N I TENCY** Pursuant to RCW 36.70B.040, a preliminary determination has found the proposal consistent with the provisions of the Medina Municipal Code.

**APPEAL RI T** Any person can comment on the application, receive notice of and participate in any hearings, and request a copy of the decision once made. Pursuant to MMC 16.80.220(B), the decision may be appealed to King County superior court by filing a land use petition within 21 days pursuant to Chapter 36.70C RCW.

**E TI N** The complete application may be viewed either at City Hall, 501 Evergreen Point Rd, Medina WA, 98039, or electronically by emailing the staff contact below.

**TA C NTACT** Jonathan Kesler, AICP, City of Medina Planning Manager, at (425) 233-6416 or [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov).

Jonathan Kesler, AICP, Planning Manager

1/2/2025  
Notice Issued

EXHIBIT 4  
P

Exhibit C

GENERAL NOTES:

1: ALL PROPERTY DIMENSIONS ARE MEASURED FROM CAD DRAWINGS PERPARED BY D.R.STRONG.

LEGEND:

- PROPERTY LINE
- NEW NET AND POLE
- ✱ OLD NET AND POLE TO BE REMOVED
- - - 300' OFFSET LINE



**LINK**  
LINK DESIGN GROUP LLC.

4310 1st Ave  
Seattle, WA 98105  
206.461.2000  
info@linkdesign.com  
www.linkdesign.com

Overlake Golf and Country Club  
8001 NE 16th St  
Seattle, WA 98105

**OVERLAKE GOLF AND COUNTRY CLUB  
DRIVING RANGE**

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Sheet Number  
SP01\_SITE PLAN



OVERLAKE GOLF AND COUNTRY CLUB  
DRIVING RANGE

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Sheet Identification

SP01\_SITE PLAN



GENERAL NOTES:  
1: ALL PROPERTY DIMENSIONS ARE  
MEASURED FROM CAD DRAWINGS  
PREPARED BY D.R.STRONG.

LEGEND:

PROPERTY LINE

NEW NET AND POLE

OLD NET AND POLE  
TO BE REMOVED

300' OFFSET LINE



PRACTICE AREAS PLAN: RANGE

EXHIBIT 5



Overlake Golf & Country Club  
Medina, Washington  
September 2024

LEGEND:

- Existing Target Greens
- ===== Proposed Target Greens
- Proposed Safety Netting
- ||||| Proposed Contour
- Existing Building

NOTES:

- Ⓐ Existing practice area
- Ⓑ Artificial turf mats
- Ⓒ Level practice tee
- Ⓓ Existing building
- Ⓔ Level small teaching tee
- Ⓕ Existing practice green and bunker

**\*\* Tree removals and plantings will be completed as laid out in the Tree Preservation and Planting Plans developed by Urban Forestry Services**



Jeff Mingay  
GOLF COURSE ARCHITECT





Pole 10 Guyed

EXHIBIT 5

Pole 11 Guyed

Pole 9

Pole 8 Engineered foundation

Pole 12 Engineered Foundation

Pole 7

Pole 13

Pole 6

Pole 14

Pole 5 Engineered foundation

Pole 15

Pole 4 Engineered foundation

Pole 16

Pole 3

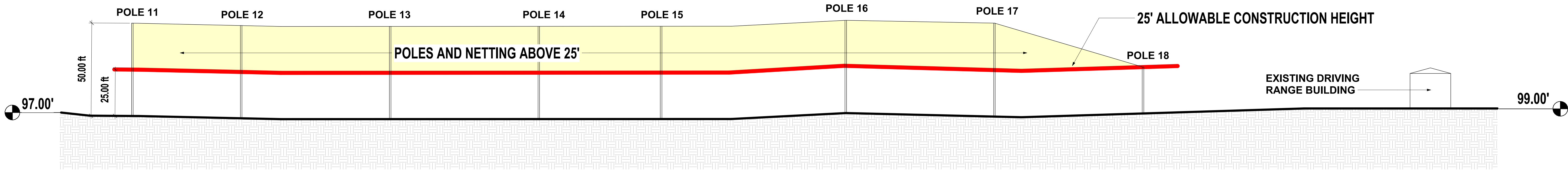
Pole 17

Pole 2

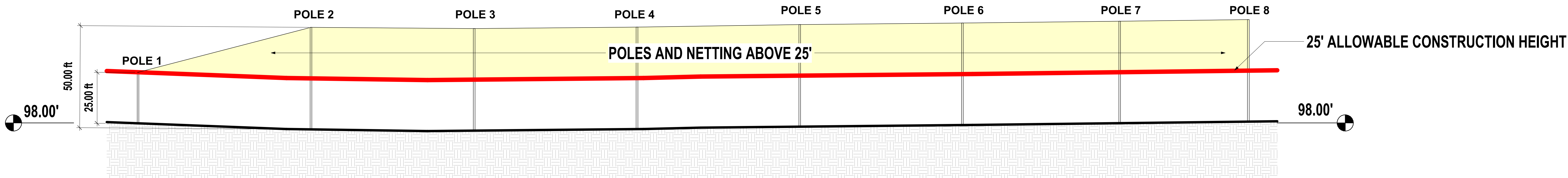
Pole 18 25 foot Engineered Foundation

Pole 1 25 foot Engineered foundation

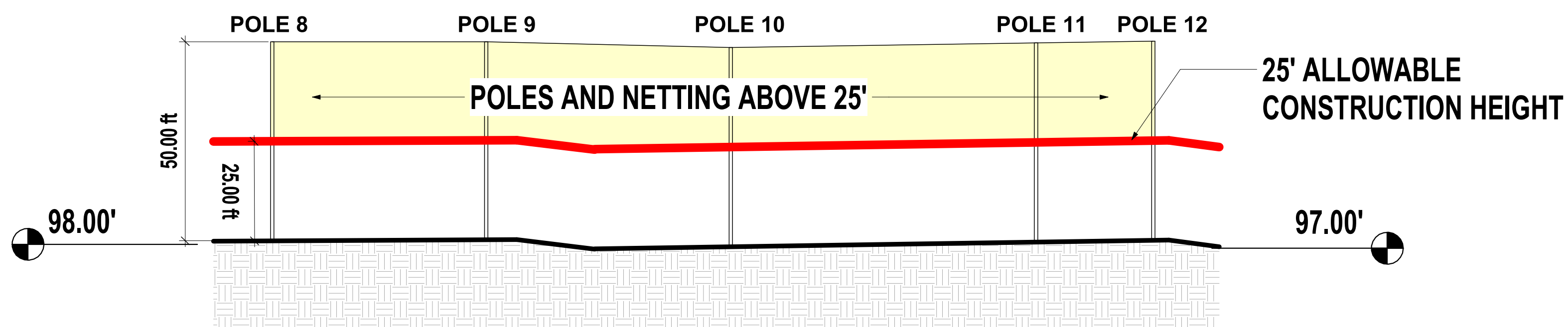




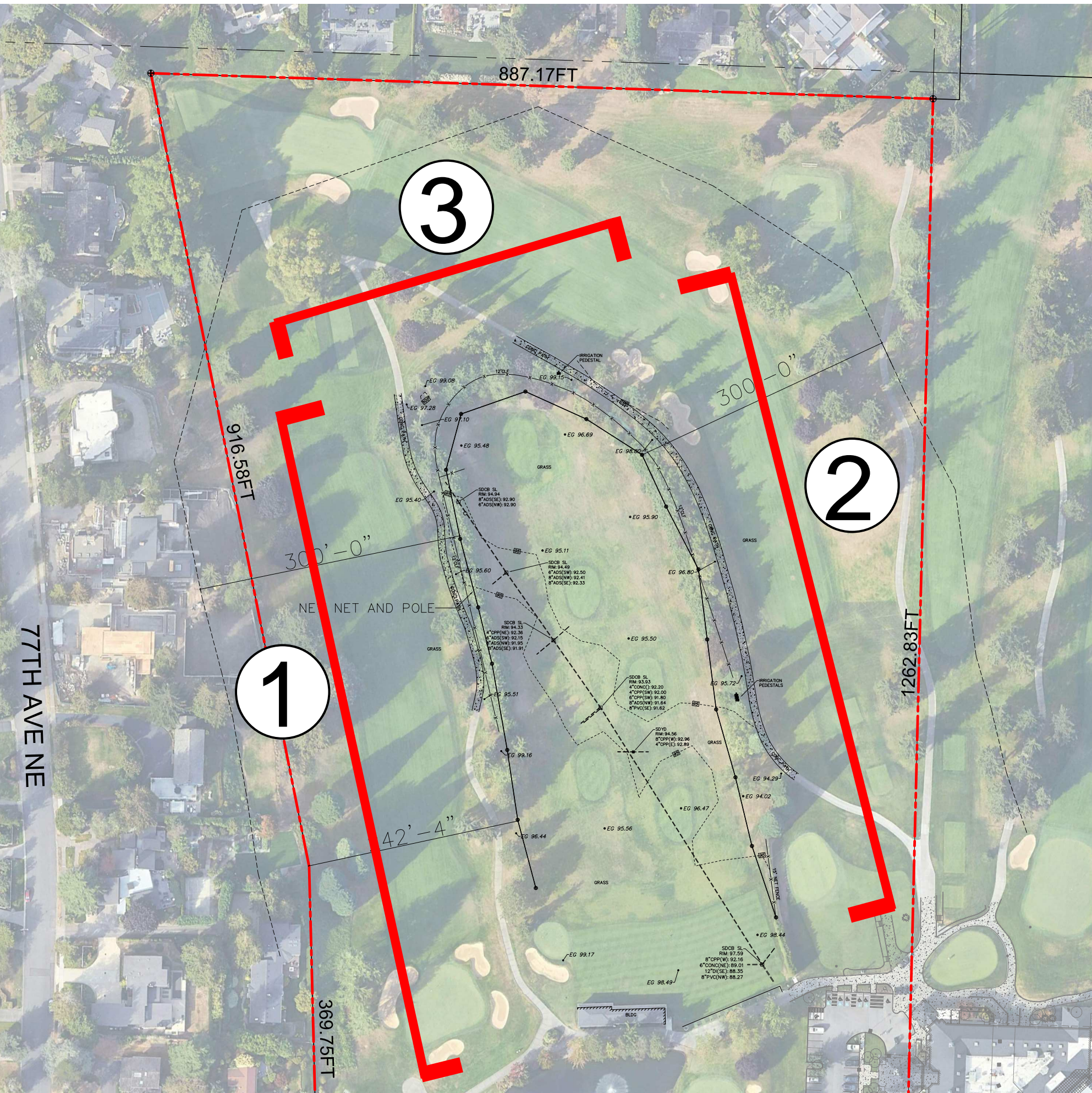
1  
DRIVING RANGE ELEVATION LOOKING EAST  
0' 50' 100' 150'



2  
DRIVING RANGE ELEVATION LOOKING WEST  
0' 50' 100' 150'



3  
DRIVING RANGE ELEVATION LOOKING SOUTH  
0' 50' 100' 150'



OVERLAKE GOLF AND COUNTRY CLUB  
DRIVING RANGE



## EXHIBIT 6

Mark Wagner & Dortehea Eberz-Wagner  
1415 80TH AVE NE  
MEDINA, WA 98039

KIM DONG IL+JU HEE LEE  
2242 79TH AVE NE  
MEDINA, WA 98039

Dern-Palmer Keiko  
1600 77TH AVE NE  
MEDINA, WA 98039

Xiaoyun & Jun Yan Wang  
1425 80TH AVE NE  
MEDINA, WA 98039

Marc & Judith Sidell  
2238 79TH AVE NE  
MEDINA, WA 98039

1601 77TH LLC  
1601 77TH AVE NE  
MEDINA, WA 98039

Chunguo & Weiqing Wang  
1427 80TH AVE NE  
MEDINA, WA 98039

Joseph Brazen & Randi Brooks Brazen  
7915 NE 24TH ST  
MEDINA, WA 98039

Kang & Xiangjun Wang  
1632 77TH AVE NE  
MEDINA, WA 98039

Collin Carpenter  
1432 EVERGREEN POINT RD  
MEDINA, WA 98039

John & Christine Price  
2256 79TH AVE NE  
MEDINA, WA 98039

Franklin & Sharon Fite  
1634 77TH AVE NE  
MEDINA, WA 98039

MYDIAN INVESTMENTS LLC  
1525 79TH PL NE  
MEDINA, WA 98039

Liu Hao & Ying Xiong  
1444 EVERGREEN POINT RD  
MEDINA, WA 98039

John & Jane Campbell  
1635 77TH AVE NE  
MEDINA, WA 98039

Raymond & Janie Lee  
1526 79TH PL NE  
MEDINA, WA 98039

Lin Living Trust  
1438 EVERGREEN POINT RD  
MEDINA, WA 98039

Clinton Mead  
1636 77TH AVE NE  
MEDINA, WA 98039

Timothy Parker & Marsha Todd Parker  
1535 79TH PL NE  
MEDINA, WA 98039

Anthony W & Gilda C Joyce  
1280 80TH PL NE  
MEDINA, WA 98039

Sarah MacLeod  
1637 77TH AVE NE  
MEDINA, WA 98039

David & Caroline Williams  
1536 79TH PL NE  
MEDINA, WA 98039

Olga Ivanova  
7677 NE 14TH ST  
MEDINA, WA 98039

Michael Willingham  
1660 77TH AVE NE  
MEDINA, WA 98039

James & Marsha Seeley  
1545 77TH PL NE  
MEDINA, WA 98039

Oo Aung Maw  
2045 78TH AVE NE  
MEDINA, WA 98039

Robert Murray  
1661 77TH AVE NE  
MEDINA, WA 98039

Nancy Vieser  
1546 79TH PL NE  
MEDINA, WA 98039

Elizabeth Bastiaanse Hamren  
2042 77TH AVE NE<sup>0035</sup>  
MEDINA, WA 98039

Ben Magano & Bracha Toshav  
1686 77TH AVE NE  
MEDINA, WA 98039

## EXHIBIT 6

Carole Conger  
1555 77TH AVE NE  
MEDINA, WA 98039

Adrian Diaconu  
1849 77TH AVE NE  
MEDINA, WA 98039

Roger & Cathleen Barbee  
1687 77TH AVE NE  
MEDINA, WA 98039

Helen Yia-Chi Hsu & Guo Shieh  
1556 77TH PL NE  
MEDINA, WA 98039

Jeffrey & Sonja Richey  
1864 77TH AVE NE  
MEDINA, WA 98039

Ben Magano & Ephrat Bracha  
1800 77TH AVE NE  
MEDINA, WA 98039

Hongbin Wei & Quiyan Yang  
1556 79TH PL NE  
MEDINA, WA 98039

Robin & Christina Easton  
1885 77TH AVE NE  
MEDINA, WA 98039

Barbara Sharpe Trust  
1801 77TH AVE NE  
MEDINA, WA 98039

1564 MEDINA LLC  
1564 77TH PL NE  
MEDINA, WA 98039

John & Kathleen Thayer  
1898 77TH AVE NE  
MEDINA, WA 98039

Xuezhong Wang & Xuejun Feng  
1818 77TH AVE NE  
MEDINA, WA 98039

Pental Ravinder  
2019 79TH AVE NE  
MEDINA, WA 98039

Hassan Chihab  
1899 77TH AVE NE  
MEDINA, WA 98039

Victor & Mary Odermat  
1825 77TH AVE NE  
MEDINA, WA 98039

Stuht Revocable Trust  
7750 NE 16TH ST  
MEDINA, WA 98039

LLN MEDINA LLC  
2000 79TH AVE NE  
MEDINA, WA 98039

Michael & Janice Peters  
1848 77TH AVE NE  
MEDINA, WA 98039

Gary & Joanna Goodman  
2020 79TH AVE NE  
MEDINA, WA 98039

Donald & Beverly Jefferson  
2001 77TH AVE NE  
MEDINA, WA 98039

Hooman & Marian Rahnem Hajian  
7829 NE 14TH ST  
MEDINA, WA 98039

2020 EVERGREEN POINT LLC  
2020 EVERGREEN POINT RD  
MEDINA, WA 98039

Sepehr Egrari & Rita Azizi  
2010 79TH AVE NE  
MEDINA, WA 98039

Troy & Ewelina Hickey  
7823 NE 14TH ST  
MEDINA, WA 98039

Yawei & Rui Gong Zhang  
2021 78TH AVE NE  
MEDINA, WA 98039

Christian & Chasma Gerron  
2012 77TH AVE NE  
MEDINA, WA 98039

Swaminathan Sivasubramanian  
7619 NE 16TH ST  
MEDINA, WA 98039

Yu Jiang & Hui Huang  
2022 77TH AVE NE  
MEDINA, WA 98039

John & Diane Sabey  
2015 78TH AVE NE<sup>0036</sup>  
MEDINA, WA 98039

M. Meaghan Deck & Erin Fleck  
1625 EVERGREEN POINT RD  
MEDINA, WA 98039

## EXHIBIT 6

Donald & Beverly Jefferson  
2025 77TH AVE NE  
MEDINA, WA 98039

Steven & Fredda Goldfarb  
7851 NE 21ST ST  
MEDINA, WA 98039

Michael & Connie Blaylock  
1633 EVERGREEN POINT RD  
MEDINA, WA 98039

Dalong Jiang & Tingtin Feng  
2027 77TH AVE NE  
MEDINA, WA 98039

Carla Clise  
7861 NE 21ST ST  
MEDINA, WA 98039

PERFECT WEALTH INVESTMENT L  
1641 EVERGREEN POINT RD  
MEDINA, WA 98039

Bret & Elizabeth Blasingame  
2030 77TH AVE NE  
MEDINA, WA 98039

Ty & Jamie Schultz  
7871 NE 21ST ST  
MEDINA, WA 98039

Stephen & Judith Fisher  
1791 EVERGREEN POINT RD  
MEDINA, WA 98039

Huazia Zhao & Han Feixue  
2032 EVERGREEN POINT RD  
MEDINA, WA 98039

Zargahi Kamran Rajabi  
7858 NE 14TH ST  
MEDINA, WA 98039

WATERMARK ESTATE MGMNT LLC  
1819 EVERGREEN POINT RD  
MEDINA, WA 98039

Abhishek & Neha Dalmia  
2033 77TH AVE NE  
MEDINA, WA 98039

Lawrence & Stasia Steele  
7852 NE 14TH ST  
MEDINA, WA 98039

Michael & Debra Ricci  
1827 EVERGREEN POINT RD  
MEDINA, WA 98039

Yawei & Rui Gong Zhang  
2033 78TH AVE NE  
MEDINA, WA 98039

Gryphon Development LLC  
7836 NE 14TH ST  
MEDINA, WA 98039

PIA LLC  
1845 EVERGREEN POINT RD  
MEDINA, WA 98039

Mtakshi & Mari Numoto  
2038 78TH AVE NE  
MEDINA, WA 98039

Tianmu Wang  
7804 NE 14TH ST  
MEDINA, WA 98039

Stacy Prineas  
1859 EVERGREEN POINT RD  
MEDINA, WA 98039

James & Kristin McMann  
2038 79TH AVE NE  
MEDINA, WA 98039

Jenny Wetzel  
7664 NE 14TH ST  
MEDINA, WA 98039

Thampipillai Thilakarajah  
2005 EVERGREEN POINT RD  
MEDINA, WA 98039

Xiaolin Yuan & Mingyuan LI  
2039 77TH AVE NE  
MEDINA, WA 98039

William Jr & Ruth Burnett  
7845 NE 14TH ST  
MEDINA, WA 98039

Craig & Donna Hintze  
7915 NE 22ND ST  
MEDINA, WA 98039

Ok Hui Han  
2039 78TH AVE NE  
MEDINA, WA 98039

Jonathan & Fiona Macle Fancey  
7835 NE 14TH ST 0037  
MEDINA, WA 98039

Aleksandr Rebrikov  
2060 79TH AVE NE  
MEDINA, WA 98039

## EXHIBIT 6

Torben & Amy Severson  
2039 79TH AVE NE  
MEDINA, WA 98039

Akop & Meline Guyumdzhyan  
2235 79TH AVE NE  
MEDINA, WA 98039

Suk & Michelle Hur  
2055 79TH AVE NE  
MEDINA, WA 98039

David & Laura Bustamante  
7632 NE 14TH ST  
MEDINA, WA 98039

Thomas & Michelle Bartell  
2245 79TH AVE NE  
MEDINA, WA 98039

Terry & Lisa Davenport  
7916 NE 22ND ST  
MEDINA, WA 98039

Shahrokh & Mojdeh Naieni  
7651 NE 16TH ST  
MEDINA, WA 98039

Ardeshir & Bitia Almassi  
2255 79TH AVE NE  
MEDINA, WA 98039

DEKATE REVOCABLE LIVING TRUST  
7900 NE 22ND ST  
MEDINA, WA 98039

BREYER-GANN FAMILY TRUST  
7660 NE 14TH ST  
MEDINA, WA 98039

Donovan & Michelle Douvia  
2226 79TH AVE NE  
MEDINA, WA 98039

Jennie Sun  
2203 79TH AVE NE  
MEDINA, WA 98039

Henry Liu & Lindsay Chuang  
7668 NE 14TH ST  
MEDINA, WA 98039

Scott & Margaret Vergien  
2222 79TH AVE NE  
MEDINA, WA 98039

CHEN DAN+ZHIYAN DU  
2209 79TH AVE NE  
MEDINA, WA 98039

Inkeun Lee  
7777 NE 16TH ST  
MEDINA, WA 98039

Gayteaway Properties LLC  
7841 NE 21ST ST  
MEDINA, WA 98039

Carl & Alysse Spengler  
2215 79TH AVE NE  
MEDINA, WA 98039

Peter Berger & Jessica Rossman  
7814 NE 14TH ST  
MEDINA, WA 98039

Colleran Revocable Trust  
7842 NE 21ST ST  
MEDINA, WA 98039

Steven Man  
2221 79TH AVE NE  
MEDINA, WA 98039

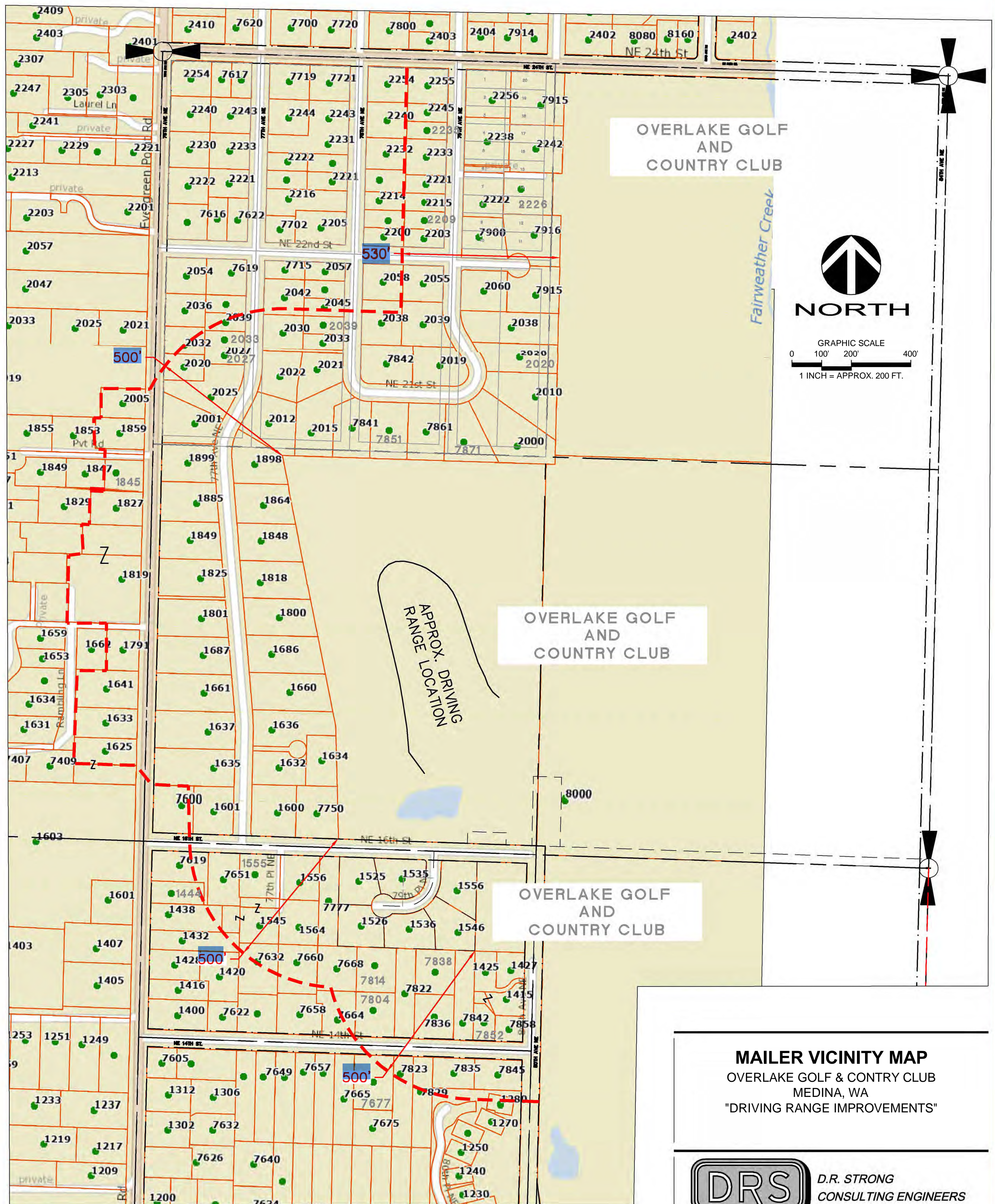
Howe Revocable Living Trust  
7822 NE 14TH ST  
MEDINA, WA 98039

Emmett & Amanda Doerr  
7842 NE 14TH ST  
MEDINA, WA 98039

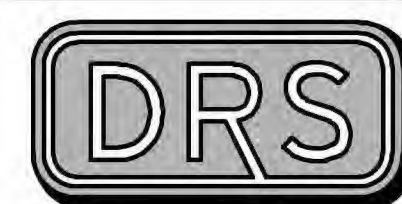
Millard Sweatt III & Lisa Sweatt  
2233 79TH AVE NE  
MEDINA, WA 98039

Shu Cai & Hu Yang  
7838 NE 14TH ST  
MEDINA, WA 98039





NOTE: THIS IS VICINITY MAP ONLY AND NOT A SURVEY. THE BACKGROUND LOTS ARE BASED UPON IMAGES FROM KING COUNTY IMAP.



**D.R. STRONG**  
CONSULTING ENGINEERS

ENGINEERS PLANNERS SURVEYORS  
620 - 7th AVENUE KIRKLAND, WA 98033

O 425.827.3063 F 425.827.2423 JOB NO. 15125





DEVELOPMENT  
SERVICES

# OWNER'S DECLARATION OF AGENCY

# A-05

501 EVERGREEN POINT ROAD MEDINA, WA 98039

PHONE: 425-233-6414/6400

Project Address 8000 NE 16th Ave, Medina, WA 98039 Parcel No. 2525049003

I/We Shelly Inman do hereby declare and affirm that I/we are:

- ☐ the owners or contract purchasers of the above property  
☒ an officer or representative of Overlake Golf & Country Club, a Washington corporation or trust which is the owner of the above property. I am duly authorized by this entity to represent the above property in matters of ownership, land use, and construction. Attached, please find a copy of the Power of Attorney or other document by which I have been appointed.

## AGENCY

I/We are applying for one or more permits for development of the above property. I/We understand that the proposed work may also include additional permits for land use approvals.

For the purposes of applying for the applicable permits and managing the owner's responsibility for compliance with the approved plans and any land use permits associated with this project, I/we

- ☐ will act as my own agent  
☒ do hereby appoint Terrence I. Danysh; R. Charles Beckett to act as my agent in dealing with the City of Medina in all acts and decisions related to processing the application for permit, review and approval of the application, authorization of revisions, and coordination of required inspections and project approvals.

## AGREEMENT TO CONDITIONS

I/We agree as a condition of this permit:

- To comply with all applicable codes, ordinances, laws and conditions of approval in effect at time of permit issue.
- To ensure that all work shall be done in accord with the approved plans and specifications, which shall not be modified without the prior approval of the Building Official. I/We will provide all data and details of revisions to the approved plans to the City prior to undertaking any work that differs from the approved plans. The official approved plans for the project shall be those plans that are stamped and dated as approved by the City of Medina.
- To inform all contractors, subcontractors and workers of these conditions and any project mitigation requirements agreed to, and I/we will enforce compliance thereto.
- To maintain the approved plans, all correction notices, all inspection reports, and all permit documents on the project site and readily available to the inspectors.
- To ensure that requests are made to the City for the required inspections. Failure to notify the Development Services Department that the work is ready for inspection may necessitate the removal of some of the construction materials at the owner's expense in order to perform required inspections.
- To cause all certifications required by the City to be completed and to reconcile the permit fees upon completion of the work. I/We understand that the City will not issue a Certificate of Completion or a Certificate of Occupancy until these documents are completed.
- I/We acknowledge that consultant fees may be incurred as a result of the review and inspection of the proposed work. I/We agree to be responsible for the payment of these fees and understand that the payment of these fees is required prior to issuance of a Certificate of Occupancy.

## SALES TAX

All contractors and vendors must report sales taxes for transactions in the City of Medina on quarterly combined excise tax returns. The 4-digit location code for the City of Medina is 1718.

## OWNER OR OFFICER/REPRESENTATIVE NAME AND SIGNATURES

I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE REQUIREMENTS.

Signature Shelly Inman Date Nov 26, 2024

Name Shelly Inman, General Manager


# Exh. A - Owner Declaration of Agency

Final Audit Report

2024-11-26

Created:	2024-11-26
By:	Charlie Beckett (cbeckett@prklaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX4YsPMi9nvG2Gmi0T9akMe_Fi5b6HVZD

## "Exh. A - Owner Declaration of Agency" History

-  Document created by Charlie Beckett (cbeckett@prklaw.com)  
2024-11-26 - 10:11:38 PM GMT
-  Document emailed to Shelly Inman (shelly@overlakegcc.com) for signature  
2024-11-26 - 10:12:55 PM GMT
-  Email viewed by Shelly Inman (shelly@overlakegcc.com)  
2024-11-26 - 10:41:17 PM GMT
-  Document e-signed by Shelly Inman (shelly@overlakegcc.com)  
Signature Date: 2024-11-26 - 10:41:54 PM GMT - Time Source: server
-  Agreement completed.  
2024-11-26 - 10:41:54 PM GMT



## EXHIBIT 9

### OPTION TO PURCHASE AGREEMENT

THIS OPTION AGREEMENT is entered into by OVERLAKE GOLF AND COUNTRY CLUB, a Washington nonprofit corporation, herein referred to as "Optionor", and NORTHWEST BUILDING CORPORATION, a Washington corporation, hereafter referred to as "Optionee."

#### RECITALS

A. Optionor is acquiring and Optionee is conveying the option property to Optionor on the date hereof by means of a Statutory Warranty Deed of even date (the "Deed"). This acquisition of the option property by Optionor was accomplished on the express condition and understanding that the option property continue to be owned as a "private golf club" and used only as a "private golf course", as set forth below. The consideration paid by Optionor to Optionee for the option property was determined on this basis and would have been considerably greater if Optionee had decided to sell or exchange the option property for any other type of ownership or use.

B. Optionee was persuaded to convey the option property to Optionor because of Optionor's representations and assurances that Optionor would continue to own the option property as a "private golf club" and to use it as a "private golf course."

C. Optionor is one of a number of related corporations the stock of which is owned directly or beneficially by members of the Norton Clapp family.

0601161



EXHIBIT 9

W I T N E S S E T H:

1. Grant of Option. In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, Optionor hereby grants to Optionee the option to purchase the real property described on Exhibit A attached hereto, in accordance with the terms and conditions set forth herein, hereinafter called the "option property."

2. Exercise of Option. Optionee has sold the option property to Optionor upon the understanding and condition that the option property shall and at all times must continue to be owned as a "private golf club" and to be used only as a "private golf course," as hereinafter defined. If at any time during the term of this option:

(a) all or any portion of the option property is proposed to be transferred or conveyed or shall be transferred or conveyed, either voluntarily or by operation of law, to any body, organization, transferee or grantee that does not qualify as a "private golf club" as defined herein; or

(b) any portion of the option property ceases to be used exclusively as and for a "private golf course," as defined herein, with the result that at any time less than 120 acres of the option property is being exclusively used as a "private golf course," and such disuse continues for a period of 60 consecutive days; provided, that if

EXHIBIT 9

such disuse is due to extraordinary weather conditions, embargoes, labor disputes, civil commotions, war (whether or not declared), acts of God or the public enemy or governmental authority, or other causes beyond Optionor's control similar to the foregoing, and if Optionor is proceeding diligently to place the option property back in use as a "private golf course," such 60-day period shall be extended for a total such disuse period not exceeding the greater of (i) 120 days, or (ii) the duration of the event causing the disuse, plus 60 days; or

(c) Optionor, or any successor to Optionor, applies for a governmental permit to construct or commences construction of an office building, residence, condominium, apartment, retail shop or any other building or structure that is inconsistent with the continued ownership of the option property as a "private golf club" or its use as a "private golf course," as such terms are defined herein, Optionor shall give written notice to Optionee of the happening of any such event, and Optionee shall have the right to exercise this option by giving written notice of exercise to Optionor at any time within 180 days after receipt of such written notice by Optionee. If Optionor fails to give such notice to Optionee, Optionee shall be entitled to exercise

## EXHIBIT 9

this option at any time within 360 days after Optionee receives actual notice of the happening of such an event by giving written notice to Optionor. If Optionee fails to give written notice of exercise within such time period, this option agreement shall automatically expire.

As used herein, the term "private golf club" shall mean the continued ownership and operation of the option property by Optionor, or by a successor organization that is similar in basic nature and operation to Optionor; that is, a private, membership club that is owned by the individual members thereof, and such term shall exclude ownership, operation or management of the option property by any public or municipal or governmental body or organization.

As used herein, the term "private golf course" shall mean an 18 hole golf course having a total distance for such holes of at least 6,000 yards, and may include a clubhouse, pro-shop, maintenance buildings, and related athletic facilities such as tennis courts, swimming pools and golf driving range. Specifically excluded are commercial or residential structures or facilities of any kind or description, including, but not limited to, office buildings, residences, condominiums, apartments, retail stores or shopping centers, and whether or not owned, used, leased, or operated by members or nonmembers of Optionor or any successor of Optionor.

3. Notices. Notices shall be in writing and shall be deemed given when deposited in the United States registered

EXHIBIT 9

or certified mail, postage prepaid and return receipt requested, addressed in the case of notices to Optionor to:

Overlake Golf And Country Club  
P. O. Box 97  
Medina, WA 98039

or in the case of notices to Optionee to:

Northwest Building Corporation  
13th Floor, Norton Building  
Seattle, WA 98104

or to such other parties or addresses as either party may designate from time to time by notice to the other party.

4. Subordination Provisions. Optionor may from time to time desire to construct improvements and related athletic facilities on portions of the option property, which are consistent with its continued ownership as a "private golf club" and use as a "private golf course," as provided herein, and in order to obtain financing of the same, it may be necessary for Optionor to request that Optionee agree to subordinate Optionee's rights under this option agreement with respect to such portions of the option property, to the financing obtained to construct such improvements. Such portions of the option property shall not exceed an aggregate of twelve (12) acres. Optionee agrees not to unreasonably withhold its consent to such a subordination or subordinations. As a part of the consent by Optionee to such a subordination, the parties shall reach agreement and shall specify in writing the land value to be placed on that portion of the option property affected by the subordination.

## EXHIBIT 9

5. Terms of Purchase. Upon exercise of this option by Optionee, the purchase of the option property shall be completed in accordance with the following terms and conditions:

(a) Purchase Price. The purchase price shall be \$2,200,000 or such greater amount paid by Optionor to Optionee for the purchase or acquisition of the option property by way of exchange, subject to reduction as provided below, and shall be payable in cash on the date of closing: (i) If Optionee shall have subordinated its rights under this option agreement to any portion or portions of the option property, pursuant to paragraph 4 above, Optionee shall be entitled to elect either to take title to such portions subject to such financing, or to exclude such subordinated portion or portions from the purchase by Optionee. If Optionee elects to exclude such portion or portions from the purchase, the purchase price shall thereupon be reduced by the amount of the land value attributable to such portion or portions pursuant to paragraph 4 above. (ii) If a portion of the option property shall have been condemned, the purchase price shall be reduced by the amount of the pro rata portion of the damages paid for the taking that Optionor received pursuant to paragraph 6(a) below. (iii) If there are any other outstanding deeds of trust, mortgages, taxes, assessments, or other charges against the option property (other than the financing as to which Optionee subordinated its rights hereunder under paragraph 4 above), Optionee may, at its election, assume the same on the

## EXHIBIT 9

date of closing and deduct the balances thereof from the purchase price payable on closing.

(b) Title. Optionor shall convey fee simple title to the option property to Optionee on the date of closing by statutory warranty deed, free of liens, encumbrances, restrictions or defects, except the easements that exist on the date of this option agreement and any financing to which Optionee has subordinated its rights hereunder as provided under paragraph 4 above. Encumbrances to be discharged by Optionor may be paid out of the purchase money.

(c) Title Insurance. As soon as procurable after the exercise of this option, Optionor shall furnish to Optionee a report preliminary to an owner's WLTA policy of title insurance, issued by a title company in King County, Washington selected by Optionee, in the amount of the purchase price, showing title to be insurable as above provided. The cost of the owner's WLTA policy of title insurance shall be paid by Optionor.

(d) Prorations. Real property taxes payable (as distinguished from assessed) in the year of closing, mortgage reserves, if any mortgages are assumed or taken subject to by Optionee, and water and other utilities constituting liens shall be prorated as of the date of closing.

(e) Date of Closing. The sale shall be closed in escrow at a King County office of a title insurance company selected by Optionee, within thirty (30) days after the exercise of this option by Optionee. The cost of the escrow shall be

## EXHIBIT 9

paid one-half by Optionee and one-half by Optionor. The parties shall deposit the necessary instruments and funds with the escrow closing agent sufficiently in advance to facilitate an orderly closing.

(f) Possession. Optionee shall be entitled to possession of the option property on the date of closing.

(g) Waiver. Optionee shall be entitled to waive any of the above conditions and complete the purchase.

6. Condemnation. If at any time during the period in which this option agreement is still in effect, more than one (1) acre of the option property shall be taken by exercise of the power of eminent domain, Optionee shall be entitled to participate in the condemnation proceeding and in the determination of the amount of damages to be paid by the condemning authority for the taking. Optionee reserves and excepts all rights to a portion of the damages awarded for any such taking as follows:

(a) If such taking shall be of a portion, but less than the entire option property, Optionee shall be entitled to claim and recover from the condemning authority that portion of the damages paid by the condemning authority for the taking of the land, as distinguished from the improvements, that exceeds the pro rata portion of the total exchange or purchase price paid by Optionor to Optionee for the option property. The pro rata portion of the total purchase price shall be determined by

EXHIBIT 9

the ratio that the number of square feet of the option property bears to the number of square feet of the portion taken.

(b) If such taking shall be of the entire option property, Optionee shall be entitled to claim and recover from the condemning authority that portion of the damages paid by the condemning authority for the taking of the land, as distinguished from the improvements, that exceeds the total purchase price paid by Optionor to Optionee for the option property.

7. Assignment. This option agreement and all rights of Optionee hereunder shall be freely assignable, or transferable by Optionee, and if assigned or transferred by Optionee, and Optionee gives notice thereof to Optioner, or any successor or assignee of Optionor, as provided below, any and all acts performable by Optionee hereunder may be performed by any such assignee or transferee. The obligations of Optionor hereunder shall be binding upon any successor or assignee of Optionor or anyone coming into ownership or possession of the option property. Prior to or within ten (10) days after any such assignment or transfer, the party involved shall give written notice thereof to the other party.

8. Duration of Option. This option shall expire twenty-one (21) years after the last to die of the following grandchildren of Norton Clapp:

Mary Lee Clapp - Date of Birth - November 19, 1955  
James Norton Clapp, II - Date of Birth - January 2, 1959  
Davis Ogden Clapp - Date of Birth - June 15, 1962

0601169



EXHIBIT 9

Kathleen Elizabeth Clapp - Date of Birth - June 8, 1958  
Margaret Ann Clapp - Date of Birth - June 23, 1959  
Mathew Norton Clapp, III - Date of Birth - May 7, 1960  
Andrew Dean Clapp - Date of Birth - June 23, 1974  
William Hedlund Clapp - Date of Birth - May 12, 1976  
Douglas Ross Gardner - Date of Birth - May 18, 1962  
Gail Elizabeth Gardner - Date of Birth - November 6, 1963  
Jane Allen Evanson - Date of Birth - February 11, 1962  
Clifford Conrad Evanson II - Date of Birth - June 5, 1964  
Linda Ann Evanson - Date of Birth - November 6, 1965  
Peter MacLeod - Date of Birth - March 7, 1970  
Piper Edwina Henry - Date of Birth - October 2, 1968  
Julia Jane Henry - Date of Birth - February 7, 1972

9. Memorandum of Option. The parties shall execute and cause to be acknowledged a Memorandum of Option Agreement. Such Memorandum shall be delivered to Optionee and may be recorded in the offices of the King County Auditor at any time during the option period, at Optionee's election.

IN WITNESS WHEREOF this agreement has been executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

OVERLAKE GOLF AND COUNTRY CLUB

By Bain Low President

By Franklin D. ... Secretary  
TREASURER  
OPTIONOR

NORTHWEST BUILDING CORPORATION

By \_\_\_\_\_ President

By \_\_\_\_\_ Secretary  
OPTIONEE

EXHIBIT 9

STATE OF WASHINGTON     )  
                                   )     ss.  
County of King            )

On this 15<sup>th</sup> day of MAY, 1981, before me personally appeared Brian Low and Frank A. Orville, to me known to be the President and Secretary, respectively, of OVERLAKE GOLF AND COUNTRY CLUB, the nonprofit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle

[SEAL]

STATE OF WASHINGTON     )  
                                   )     ss.  
County of King            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the President and Secretary, respectively, of NORTHWEST BUILDING CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_

[SEAL]

EXHIBIT 9

PARCEL A:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 160 FEET OF LOT 1, BLOCK 3, OF THE PLAT OF FAIRWAY VIEW NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 71 OF PLATS, PAGE'S 2 AND 3, IN KING COUNTY, WASHINGTON, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 12, BLOCK 2, OF SAID PLAT OF FAIRWAY VIEW NO. 2;

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET OF THE WEST 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET OF THE WEST 30 FEET THEREOF;

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER EXCEPT THAT PORTION WITHIN THE PLAT OF FAIRWAY VIEW, ACCORDING TO THE PLAT RECORDED IN VOLUME 65 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON AND EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF;

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF, AND EXCEPT THE WEST 30 FEET THEREOF, AND EXCEPT THE NORTH 350 FEET OF THE SOUTH 380 FEET OF THE WEST 700 FEET OF THE EAST 730 FEET THEREOF;

ALL IN SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL B:

THE EAST THREE-TENTHS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET AND THE EAST 30 FEET THEREOF.

(BEING KNOWN AS TRACTS 235, 236 AND 237 OF HALF-HOUR-HALF-ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

0601172

## Overlake Golf and Country Club Driving Range Net Replacement Project

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### General Tree Evaluation with Preliminary Tree Preservation Recommendations

**PREPARED FOR:**

**Overlake Golf and Country Club**  
Attn. Cory Brown, Golf Course Superintendent

**PREPARED BY:**

Tyler Holladay, Consultant  
ISA Certified Arborist® #PN-8100A  
ISA Tree Risk Assessment Qualified  
GIS Specialist

**REVIEWED BY:**

Paul Hans Thompson, Managing Consulting Arborist  
ASCA Registered Consulting Arborist® #509  
ISA Certified Arborist® #PN-1838A  
ISA Tree Risk Assessment Qualified

**June 18, 2024**



**Urban Forestry Services**

**BARTLETT CONSULTING**

Divisions of The F.A. Bartlett Tree Expert Company

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### Attachments:

Tree Evaluation Site Plans and Tree Matrices TA-01 – TM-04

UFS|BC General Tree Protection Guidelines

Critical Root Zone (CRZ) Explanation

BTRL Emerald Ash Borer (EAB) Technical Report

Terms and Conditions

## Executive Summary

Through fieldwork I completed on May 24, 2024, I evaluated 137 individual trees that are potentially impacted by planned improvements for the Overlake Golf and Country Club's (OGCC) driving range facility perimeter protective net system. I also generally evaluated nine groups of trees (36 trees and two hedgerows) growing around the peripheral areas of the proposed net alignment options that are unlikely to be impacted but still warrant protection considerations. In total, 173 trees, including the grouped trees, are included in this evaluation.

Of the two proposed net alignment and support pole placement options provided by Golf Course Superintendent Cory Brown, he has expressed that alignment Option E is preferred over Option D as it will maintain the desired extent/size of the fairway; Option D will reduce the width of the driving range fairway. For this report, Option D is briefly discussed; however, the focus of my evaluation is on Option E, as is my recommended modification to Option E, which received input from Cory Brown during our first draft report discussions.

After carefully considering the proposed net alignment and support pole placement options and comparing them with my field observations, I recommend considering a modified version of Option E. The modified Option E I recommend, which received input from Cory Brown during first draft discussions, involves a slight net and pole alignment shift of poles 4 through 8 and 12 through 15, moving them inside the original alignment by roughly 5 feet. In addition, poles 1 through 8 are also repositioned in a way that minimizes the number of angle changes required for the alignment. These changes will not only minimize cost and improve aesthetics, but they will allow for better preservation and protection of higher-value existing perimeter trees and protection of critical view sightlines/buffers they provide from outside the driving range. The modified Option E will not necessarily provide a significant reduction in tree removals compared to Option E; however, the trees that can be retained will be less impacted, better protected, present fewer vegetation clearance conflicts with the net in the future, and thus will have a better chance of remaining viable in the long term.

Based on Option E and the modified version of this option that I recommend, I believe 77 trees will require removal due to significant or direct impacts required to install the new net and support poles and to prevent future branch and foliar conflicts with the new net.

The remaining 96 trees surrounding the alignment can be retained with various forms of protection and preservation treatments, including but not limited to tree protection fencing, ground protection, clearance pruning, and preventative treatments to promote tree health and manage potential pest populations. Regular monitoring by UFS|BC or other qualified arborists is recommended throughout the implementation of these treatments to ensure treatments are being applied appropriately and are effective.

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*Table 1. Summary of tree preservation and removal recommendations for Option E (also reflects recommended modified Option E).*

Medina Code Reg	Recommendations		Total
	Remove	Preserve	
Not Significant	56	25	<b>81</b>
<6 inches DBH	6	13	19
Unsuitable Species	50	12	62
Significant	21	71	<b>92</b>
Legacy	0	0	<b>0</b>
Landmark	0	0	<b>0</b>
<b>Total</b>	<b>77</b>	<b>96</b>	<b>173</b>

### Introduction

As requested by Cory Brown, Golf Course Superintendent, I completed a general tree, site, and impact evaluation for 173 trees growing within and surrounding the existing and proposed boundaries of the golf course's driving range facility. This fieldwork and a preliminary site meeting with Cory and Samantha Smiley were completed on May 24, 2024.

This engagement aimed to support golf course management in managing, protecting, and preserving trees directly and indirectly impacted by planned driving range net improvements. These consulting services will serve to inform future project-related replacement planting planning as well as required permitting and variances through the City of Medina.

Based on pre-engagement correspondence with Cory and Samantha, our preliminary site meeting and walkthrough, and provided graphical representations of proposed net alignments and pole placements, the planned net improvements generally include the following:

- Demolition and decommissioning of the existing driving range fence line;
- Construction/installation of up to 18 support poles throughout the alignment at approximately 80-foot spacings – to include 25-foot tall poles near the tee line that transition to 50-foot tall poles into the fairway, with various types of foundation and support types.
- Construction/installation of full coverage vertical synthetic netting material spanning between each support pole.

These improvements present varying degrees of potential impacts to existing trees throughout the perimeter of the driving range. Removing and pruning impacted trees will likely open new visual corridors and disrupt aesthetic characteristics held in high regard by golf course members and residents in the surrounding neighborhood. The most dramatic changes will likely be the proposed net alignments on the range's east and west interior perimeters, which will likely result in the loss of the rows of Leyland cypress (*Cupressocyparis leylandii*) trees that dominate those areas.

Through my findings, discussion, and recommendations that follow, I feel OGCC management and leadership will have the information and guidance they need to proceed with a final design of the net alignment in a way that prioritizes and preserves higher-value living assets (trees) while also achieving the Club's goal of driving range and course safety. I also feel the

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information herein will provide good conversational stepping stones for the next phase of our engagement, which includes tree replacement planting planning.

It is my view that adherence to the recommendations and protection guidelines I am providing, as well as continued engagement with the UFS|BC office throughout the life of the project, will ensure that the important environmental, functional, and aesthetic benefits that these trees offer the OGCC membership and surrounding neighbors are managed strategically, responsibly and effectively.

### Findings

#### Site and Stand

The Overlake Golf and Country Club's driving range facility is comprised of a formally maintained and functional turf landscape framed by relatively diverse treed buffers and pocket plantings. The range facility is comprised of a line of practice tees at the south end that face the roughly 650 x 250-foot practice fairway extending to the north. The fairway is framed by a treed buffer on the north, east, and west perimeters. Outside the buffer lies meandering paved pathways and the surrounding golf course, specifically holes one and two. Beyond the golf course, within roughly 350 feet of the range to the north and west, resides a residential neighborhood with homes at the boundary that overlook the course.

The moderately dense planted treed buffer and pocket plantings surrounding the range are predominantly single-story, relatively uniform in age, and fairly diverse in species makeup. Tree trunk diameters range from less than 4 inches DBH\* up to 49 inches DBH. The average trunk diameter for the population is 14.5 inches DBH. Tree height estimates range from 10 feet up to 65 feet from grade. The average tree height estimate for the population is 45 feet.

Tree species diversity throughout the stand is mostly dominated by Leyland cypress (*Cupressocyparis leylandii*) at 36% of the population. This high species dominance is due to dense plantings of the species as hedgerows on the inside perimeter of the range. The City of Medina does not consider this tree species a suitable species per their "City of Medina List of Suitable Tree Species" (MMC 16.52), and thus the trees are not considered 'significant'. The next most prevalent species outside the Leyland cypress trees is Douglas fir (*Pseudotsuga menziesii*), at roughly 34%. Other species in the population contribute to the stand's diversity, including various native and non-native broadleaf and conifer species.

The overall condition of the buffer tree population is very good compared to managed landscapes of similar size that I have observed throughout the region. Health and structure are generally good, and there are few signs of major biotic pests or diseases. Of note is the overall good condition of western red cedar on site. Western red cedar is a species we commonly see struggle with increasing water-related climate changes. I assume these trees are benefiting from existing landscape irrigation practices.

One instance of disease I observed relates to tree number 28, which exhibited significant signs of Phytophthora, which may be the result of poor localized drainage. One other potential pest and disease concern, of which no signs or symptoms were observed, relates to the green ash (*Fraxinus pennsylvanica*). Green ash is the third most prevalent species in the population, at 8.8% (12 trees). With recent confirmations of emerald ash borer (EAB) (*Agilus planipennis*) in Vancouver, BC, this May (2024) and the less recent confirmation in NW Oregon in 2022, we can

\* DBH: Diameter at Breast Height - Trunk diameter measured at 4.5 feet from grade.



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unfortunately assume the pest is in the Seattle region and UFS|BC is recommending that our clients engage in preventative management of this significant pest.

### Regulated Trees

In total, I evaluated 137 individual trees that could potentially be impacted by planned net improvements. I also generally evaluated 9 groups of trees (36 trees and 2 hedgerows) growing around the periphery of the direct net alignment areas that are unlikely to be impacted but still warrant protection considerations. 173 trees are included in this evaluation, including the grouped trees.

Ninety-seven (97) trees meet the size or species thresholds that classify them as significant<sup>†</sup> according to Medina's Tree Code definitions. Seventy-six (76) trees do not meet the code's definition, either because they have trunks that are less than 6 inches DBH or because they are not a suitable tree species according to the "City of Medina List of Suitable Tree Species" (MMC 16.52). Despite the presence of 5 trees with trunk diameters exceeding 36 inches DBH, there are no 'Legacy' or 'Landmark' trees in the population. The five trees exceeding 36 inches DBH – numbers 23 and 25 and three (3) trees included in Group 1 - are giant sequoias (*Sequoiadendron giganteum*); this species is not listed on the City's list of legacy tree species.

Table 2. City of Medina Regulated Tree Summary

Medina Code Reg	TOTAL
Not Significant	81
<6 inches DBH	19
Unsuitable Species	62
Significant	92
Legacy	0
Landmark	0
Total	173

### Species

The tree species distribution for the assessment population is relatively diverse despite the stand mostly comprising Leyland cypress (36%) and Douglas fir (34%). The site is adorned by scatterings of green ash, American elm, Norway maple, and various pine species, which contribute seasonal texture and color differences that help provide aesthetic interest to the buffer. These scatterings also contribute ecological function by adding to the diversity of the buffer and surrounding course landscape.

As mentioned above in the regulated tree summary, the city of Medina does not consider Leyland cypress or Arborvitae tree species 'suitable' per their "City of Medina List of Suitable Tree Species" (MMC 16.52), and thus, the trees are also not considered 'significant' trees.

<sup>†</sup> Significant Tree: a tree of at least six-inch DBH size and of a species as identified on the "City of Medina List of Suitable Tree Species" as set forth in Chapter 16.52 MMC.

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Table 3. Species Distribution Summary

Species	Count
Leyland cypress ( <i>Cupressocyparis leylandii</i> )	62
Douglas fir ( <i>Pseudotsuga menziesii</i> )	58
Green ash ( <i>Fraxinus pennsylvanica</i> )	13
Crimson king maple ( <i>Acer platanoides</i> 'crimson king')	9
Western red cedar ( <i>Thuja plicata</i> )	7
Austrian pine ( <i>Pinus nigra</i> )	6
Giant sequoia ( <i>Sequoiadendron giganteum</i> )	6
American elm ( <i>Ulmus americana</i> )	4
Ponderosa pine ( <i>Pinus ponderosa</i> )	2
Red maple spp. ( <i>Acer rubrum</i> )	2
Eastern white pine ( <i>Pinus strobus</i> )	1
Scotch pine ( <i>Pinus sylvestris</i> )	1
Dawn redwood ( <i>Metasequoia glyptostroboides</i> )	1
Sweetgum ( <i>Liquidambar styraciflua</i> )	1
Arborvitae ( <i>Thuja occidentalis</i> )	(2 hedge rows)
<b>Total</b>	<b>173</b>

### Condition

The overall *condition*<sup>‡</sup> of the trees was *fair to good*, with 82.5% in *fair* condition and 17.5% in *good* condition. See sheets TM-01 – TM-04 for individual tree condition metrics - health, structure, and form.

### Impact Evaluation

While the exact degree of impacts cannot be precisely quantified at this time due to the early stage of design and the undefined means and methods that will be used to install the new net and support poles, I can still attempt to make sound qualitative judgments based on my field observations and experience with trees during construction as to which trees can potentially be protected and which trees will likely require removal.

I estimated the likelihood of Critical Root Zone (CRZ) impact and canopy interference/impact on evaluated trees and tree groups using the data I collected in the field and the description of planned improvements and overall project goals discussed during my site meeting with Cory and Samantha. I considered the context and details they provided during our site meeting, such as net alignment and pole placement options, neighborhood and membership concerns over views and aesthetics, and landscape management goals to estimate potential impacts on trees.

In reviewing the two net alignment and support pole placement options – Options D and E – provided by Cory (Figure 1), and through discussion and visual inspection of the planned methods and extents with Cory and Samantha during our site meeting, the construction of the proposed net improvements will significantly conflict with and impact many of the perimeter trees. During my site visit, I walked the alignment with Cory and Samantha, and together, we confirmed the alignment for preferred option E. Together, we took time to mark the approximate placement of each support pole with pink ground marking paint. These pole reference points were invaluable during my field evaluation and are what much of my impact evaluations are based on.

The degree of impact on trees varies for each alignment option, but regardless of the option, it is expected that the most severe impacts will occur closest to the planned alignments and will diminish the further away trees are from the alignment in relation to the size of the trees.

<sup>‡</sup> 'Condition' is based on the Guide for Plant Appraisal, 10th Edition, and determined using health, structure, and form.

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Specific anticipated impacts for this project include demolition of the existing fence line and net alignment, targeted excavation and preparation for various forms of new support poles (engineered, guyed, standard), installation of netting along the alignment and required support lines, and equipment, worker and materials access throughout the landscape.

*Photo 1.* Looking north from the driving range practice tees, this photo shows a view of the interior perimeter trees that will experience the majority of the impacts.



Both Options D and E are quite similar when it comes to the east and north perimeter alignments. In both cases, the alignment in these areas will directly conflict with interior perimeter trees and is likely to impact outer perimeter trees to a lesser degree. Option D appears to potentially impact more trees along the outer perimeter of these areas.

Where Option D and E differ the most is along the western perimeter of the driving range. Option E generally follows the existing range perimeter, while Option D shifts the perimeter further east. Option D presents an opportunity to place the alignment further inside the driving range fairway beyond the eastern dripline of the row of Leyland cypress trees in this area. The goal of this option was to preserve the Leyland cypress trees. However, this option is less desirable to members as it would reduce the overall width of the fairway by about  $\pm 30$  feet.

Cory and Samantha communicated to me during our site meeting that Option E was the most preferable option of the two, as it maintains the desired width of the fairway. However, this option will directly conflict with the Leyland Cypress trees on the west and east sides of the fairway and will result in their loss. Other perimeter trees will also be impacted by Option E, and some will also require removal.



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Figure 1. Option D (left) and Option E (right)



There are several primary considerations to weigh when evaluating impacts and determining which trees can be effectively preserved and protected. These considerations generally include long-term tree stability, health, structure and form, and preservation value.

- **Stability:** each tree's protected and retained root system must be wide and deep enough to hold the tree upright during and after construction during normal weather events.

Given the proposed plans, the level of root disturbance required for the net and pole installation is expected to be relatively minimal and mostly isolated to targeted excavation to install the support poles. Other potential root impacts will include demolition of the existing fencing post foundations, any excavation planned to remove or grind stumps of removed trees, and potentially soil compaction from equipment travel. I do not anticipate instances where tree stability will be significantly compromised, though arborist monitoring throughout the project will be important to insure this remains the case.

- **Health:** The protected and retained root system and live branching of each tree must be sufficient to provide adequate resources to maintain long-term health and vigor considering the potential impacts; this is generally species-dependent.
- **Structure and form:** The balance and appearance of the crown of a tree becomes a factor for consideration when trees are removed around retained trees or when trees are significantly pruned to provide clearance for proposed improvements. Exposed interior trees often have asymmetrical crowns and low live crown ratios (LCR), which may predispose them to windthrow or torsional failures in the future; these trees can also be unsightly standing on their own. Trees significantly pruned to provide clearance can also

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become off balance structurally and become more prone to failure, decline in health, or become unsightly or aesthetically undesirable.

- **Preservation value:** Some trees may be more worthy of retention and protection efforts than others. Trees with higher preservation value may be those that are less common species, notable in size and stature, or are held in high regard by the owner(s) for whatever reason. Conversely, trees with lower preservation value may be those that are exceedingly common species, easily replaceable, problematic for various reasons, or held in low regard by the owner(s).

In the case of this tree population and project, species like Leyland cypress hold an objectively and regulatorily lower preservation value. Despite the resilient nature of this species when it comes to tolerating impacts, it is exceedingly common and fast-growing. From a regulatory perspective, the City of Medina does not classify the species as significant; it is classified as unsuitable on the City's list of suitable tree species (MMC 16.52).

Conversely, other tree species on site that are "suitable," less common, and more desirable, such as the various pine, maple, ash, and elm species, etc., hold a higher preservation value and should be prioritized for preservation over lower preservation value trees.

### Impacted trees

**Fifty (50) trees** are expected to incur direct and unsustainable impacts to their critical root zones and/or canopies based on the Option E alignment. In some cases, critical roots will incur these direct impacts during support pole installation. However, in most cases, direct impacts come in the form of above-ground clearance conflicts with the net alignment – equipment and worker access will be required to construct the net system, and the installed net will need a permanent clear path between support posts. To achieve adequate clearance, the canopies of directly impacted trees will be unsustainably cut in ways that will remove entire trees, create irreparable off-balance structures, and/or irreparably disfigure them. I recommend removing each of these 50 trees in anticipation of these impacts. These 50 trees include the following:

L01	L02	L03	L04	L05	L06	L07	L08	L09	L10	L11	L12	L13
L14	L15	L16	L17	L18	L19	L20	L21	L22	L23	L24	L25	L26
L27	L40	L41	L42	L43	L44	L45	L46	L47	L48	L49	L50	L51
L52	L53	L54	L55	L56	L57	L58	L59	L60	L61	L62		

**Twenty-seven (27) trees** do not appear to be directly impacted by the alignment of Option E but were near enough to be considered significantly impacted to an unsustainable degree based on their current or potential/future size and/or their condition. These trees are expected to incur minimal root impacts; however, the clearance pruning that I anticipate will be required for these trees is unsustainable. To achieve adequate long-term clearance, the canopies of these trees will be unsustainably cut in ways that will create irreparable off-balance structures and/or irreparably disfigure them. I recommend removing each of these 30 trees in anticipation of these impacts. These 30 trees include the following:

20	28	32	35	38	43	45	48	144	161	168	232	233
234	1955	1956	1957	2128	2129	2130	2131	2132	2133	2134	2138	2141
2194												

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Forty-three (43) trees reside near enough to the alignment that their canopies will likely conflict with the net and will require minor to significant amounts of clearance pruning. I believe the amount of pruning that will be required for these trees will be significant in some cases but sustainable. I also believe the pruning that will be required can be done in a way that will not be disfiguring if executed properly. These trees are also at risk of incurring a minor impact on their roots, though these impacts can be effectively lessened through protective measures. I recommend preserving each of these 41 trees with pruning and protective treatments in anticipation of these impacts. These 41 trees include the following:

D2	L28	L29	L30	L31	L32	L33	L34	L35	L36	L37	L38	L39
M1	21	23	24	25	26	30	31	34	37	41	49	52
57	138	142	148	158	159	162	167	169	204	2135	2137	2138
2140	2213	2224	2226									

Seventeen (17) trees reside near enough to the alignment that their critical root zones and canopies are expected to incur negligible impacts. Protective measures will need to be effectively implemented to ensure these trees are not impacted. I recommend preserving each of these 16 trees with protective treatments in anticipation of potential impacts. These 16 trees include the following:

C1	D1	22	29	36	39	40	42	44	160	170	1954	2139
2196	2223	2225	2227									

### Non-impacted trees

Nine (9) groups of trees (36 trees and 2 hedgerows) reside far enough away from the alignment that their critical root zones and canopies are not expected to conflict with planned alignments. Nevertheless, these trees are identified for protection consideration to ensure they are adequately protected. These trees are included in groups number 1 through 9.

## Discussion

### Option E modification

In an effort to provide a greater margin for protection surrounding the proposed improvements, I recommend that a slight modification be made to the Option E alignment if possible.

The modified Option E I recommend, which received direct input from Cory Brown during first draft discussions, involves a slight net and pole alignment shift of poles 4 through 8 and 12 through 15, moving them inside the original alignment by roughly 5 feet. In addition, per direction from Cory, poles 1 through 8 are also repositioned in a way that minimizes the number of angle changes required for the alignment at the east perimeter. These changes will not only minimize cost and improve aesthetics, but they will allow for better preservation and protection of higher-value existing perimeter trees and protection of critical view sightlines/buffers they provide from outside the driving range. The modified Option E will not necessarily provide a significant reduction in tree removals compared to Option E, though it may allow three (3) additional trees to be preserved – 21, 204, and 2196; however, the trees that can be retained will be less impacted, better protected, present fewer vegetation clearance conflicts with the net in the future, and thus will have a better chance of remaining viable in the long term.

### Visibility considerations

A significant concern held by club members and surrounding neighborhood property owners is the visual changes that will likely occur as a result of this project. One visual change includes the removal of interior buffer trees, which will result in a lower density of vegetation that

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currently provides a visual obstruction between the driving range and the surrounding golf course. Another visual change will be the installation of the new net and support poles. The 50-foot-tall net and poles will extend above much of the remaining treed buffer's canopy. Even if existing trees that I recommend for removal were to remain, the net and poles would extend above the canopy by 5 to 10 feet (or more) on average. Over time, as existing trees and future newly planted trees grow, it may be possible to obstruct and soften parts of the net and poles; however, I imagine there will always be sections from some vantage points that will be visible to viewers who know it is there.

To help visualize what will likely be lost and how this loss may impact the look and visibility of the course and driving range, I have provided some 3D visualizations in the appendix produced using LiDAR and Aerial imagery in GIS. These graphics should help the viewer imagine what the landscape may look like after trees are removed for net installation. If additional visualization or viewshed analysis may be useful to management for the purposes of communicating changes to membership and neighbors, I would be happy to discuss options for providing these as an additional service to this project.

Ultimately, I do not believe that the loss of the trees shown will be as dramatic as it might seem. The trees that I recommend for retention and protection will continue providing significant visual buffering. From a driving range user perspective, the loss of trees will likely be the most dramatic, as removed trees mostly reside on the interior portions of the buffer. These areas of loss will eventually be enhanced with new improved plantings (to be addressed in incoming planning documents), and over time, the new plantings will soften and hide the new fence and improve the overall aesthetic of the fairway's perimeter. From a course user perspective, there may be a minor change in appearance from the outside. However, many of the trees on the outside of the perimeter will remain and provide a visual barrier. At first, this barrier will be thinner but will eventually fill in with new plantings as they mature.

From a neighbor's perspective, I believe the visual impact will be negligible. This mostly pertains to residences to the west and north of the range. Various pockets of mature tree canopy exist between the surrounding residential properties and the driving range. These pockets of trees add to the overall visual density over distance through spatial layering from the foreground to the background. Various visual corridors exist from the residences to the driving range; however, these corridors are narrowed by the spatial layering of non-buffer trees throughout the golf course. Some thin, more transparent buffer areas will be temporarily visible after tree removal but should quickly fill in after new plantings are established. (Photo 2) Views from residences to the west will be the most impacted, while I do not anticipate the view will change much, if at all, from the north. There will likely be areas of the fence line that will always be visible above the tree canopy.



## EXHIBIT 10

*Photo 2.* This photo, looking east toward the driving range buffer from the golf course's western boundary, highlights some of the visual obstructive layering that occurs throughout the landscape. This form of view obstruction can be observed at various points throughout the landscape, including outside the golf course/neighborhood boundary and within the golf course. The yellow dashed area highlights the general extent of the west perimeter of the driving range, and highlighted in red is an area of potential canopy loss that will eventually be replanted.





## Recommendations

### Modify Option E:

Shift of poles number 4 through 8 and 12 through 15, moving them inside the original alignment by roughly 5 feet. In addition, poles number 1 through 8 should be positioned in a way that minimizes the number of angle changes required for the alignment at the east perimeter. See the example alignment provided on sheet TA-02. This modification will allow for better preservation and protection of higher-value existing perimeter trees and the critical view sightlines/buffers they provide from outside the driving range.

### Tree Preservation and Protection: 96 trees

The following trees surrounding Option E's net and pole alignment (modified or otherwise) may be retained during and after construction, contingent on the careful implementation of the attached *UFS|BC General Tree Protection Guidelines (GTPG)*.

I recommend all work be approached from inside the driving range fairway to ensure exterior perimeter trees are not unduly impacted by equipment or machinery.

When decommissioning the existing fence line, I recommend either carefully dislodging the posts with concrete post foundations by rocking back and forth and in a circular manner to loosen and extract the posts or, if that cannot be done with care, cutting the posts flush to the ground and leave the concrete foundations. Do not perform sub-surface excavation around the foundations to remove the old posts.

Table 4. Protected tree summary

Medina Code Reg	Count	Tree ID						
Not Significant	25	C1	D1	L28	L29	L30	L31	L32
		L33	L34	L35	L36	L37	L38	L39
<6 inches DBH	13	2135	2139	2196	2225	2226	2227	
Unsuitable Species	12	(5 additional significant trees in groups number 1, 4, 5, 6, 7, 8, and 9.)						
Significant	71	D2	M1	21	22	23	24	25
		26	29	30	31	34	36	37
		39	40	41	42	44	49	52
		57	138	142	148	158	159	160
		162	167	169	170	204	1954	2137
		2138	2140	2213	2223	2224		
		(31 additional significant trees in groups number 1, 4, 5, 6, 7, 8, and 9)						
Legacy	0							
Landmark	0							
<b>Total</b>	<b>96</b>							

## EXHIBIT 10

### Clearance Pruning: 43 trees

The following trees surrounding Option E's net and pole alignment (modified or otherwise), which are identified for protection above, will likely require some degree of pruning to provide clearance for the new net and pole alignment.

Table 5. Tree pruning summary

Medina Code Reg	Count	Tree ID							
Not Significant	14	L28	L29	L30	L31	L32	L33	L34	
<6 inches DBH	2	L35	L36	L37	L38	L39	2135	2226	
Unsuitable Species	12								
Significant	29	D2	M1	21	23	24	25	26	
		30	31	34	37	41	49	52	
		57	138	142	148	158	159	162	
		167	169	204	2137	2138	2140	2213	
		2224							
Legacy	0								
Landmark	0								
<b>Total</b>	<b>43</b>								

- Final pruning determinations should be made once the final alignment option and design are solidified and laid out in the field and then confirmed in the field by UFS|BC or another qualified arborist(s).
- Prune with the goal of providing net clearance from branches that will, or will likely in the future, contact the new net.
- Provide at least 3 feet of clearance on either side of the net.
- Prune using a 'natural system' to reduce the length branches or remove them back to the trunk at the branch collar.
- Do not remove more than 20% of the tree's live foliage.
- Do not top any tree or its branches. Reduction cuts should be made at viable lateral branches.
- Do not thin trees. Retain as much inner foliage as possible.
- Pruning work shall follow ANSI A300 pruning standards, ANSI Z-133 safety standards and be completed by (or directly supervised by) an ISA Certified and Tree Risk Assessment Qualified (TRAQ) Arborist.
- UFS|BC can provide recommended service providers for this work upon request.

## EXHIBIT 10

### EAB Preventative Treatment: 7 trees

The following trees surrounding Option E's net and pole alignment (modified or otherwise), which are identified for protection and pruning above, are at risk of emerald ash borer (EAB) (*Agrilus planipennis*) infestation. With recent confirmations of Emerald Ash Borer (EAB) in Vancouver, BC, this May and the less recent confirmation in NW Oregon in 2022, we can assume the pest is in the Seattle region, and UFS|BC is recommending that our clients preventatively manage this significant pest. Early preventative treatments include soil-applied systemic pesticides that may be easily applied by qualified and licensed applicators on the golf course landscape team. If additional support is needed in this regard, please reach out to me and I can help coordinate treatments with a qualified and licensed IPM professional.

Table 6. EAB treatment summary

Medina Code Reg	Count	Tree ID						
Not Significant	0							
<6 inches DBH	0							
Unsuitable Species	0							
Significant	7	24	34	37	41	142	148	2213
Legacy	0							
Landmark	0							
<b>Total</b>	<b>7</b>							

### Tree Removal: 77 trees

The following trees are recommended for removal because I anticipate they will incur unsustainable impacts to either their roots, canopy, or both through this project.

Table 7. Tree removal recommendation summary

Medina Code Reg	Count	Tree ID						
Not Significant	56	L01	L02	L03	L04	L05	L06	L07
		L08	L09	L10	L11	L12	L13	L14
		L15	L16	L17	L18	L19	L20	L21
		L22	L23	L24	L25	L26	L27	L40
		L41	L42	L43	L44	L45	L46	L47
<6 inches DBH	6	L48	L49	L50	L51	L52	L53	L54
		L55	L56	L57	L58	L59	L60	L61
Unsuitable Species	50	L62	1955	1956	1957	2131	2134	2194
Significant	21	20	28	32	35	38	43	45
		48	144	161	168	232	233	234
		2128	2129	2130	2132	2133	2138	2141
Legacy	0							
Landmark	0							
<b>Total</b>	<b>77</b>							

## EXHIBIT 10

- a. See section 3 of the GTPG for reference.
- b. Tree removal shall be done in a manner that does not damage above and below-ground parts of retained and protected trees.
- c. Where possible, cut stumps low to the ground and leave the root mass in place. If stump or root extraction is required, take care not to pull, pluck, or tear the roots of surrounding trees that are identified for retention and protection.
- d. If desired and appropriate, wood chips and select logs may be left on the site. Lying deadwood is ecologically beneficial, and woodchips can be used in the landscape. Ideally, logs no shorter than 4-feet in length with natural cavities and hollows would be left on site. This is not a recommendation to leave a mess of branch debris or firewood rounds.
  - a. Properly dispose of and handle wood waste from removed ash species to preventatively limit EAB spread throughout the region; minimize the movement/transport of ash tree parts. Where possible, chip all ash tree parts to roughly 1-inch chips and utilize chips onsite. Where feasible and practical, debark logs and leave them onsite as large woody debris or, if necessary, take them to a local wood recycler for proper disposal.
- e. All removal activities shall adhere to ANSI Z133 Safety Standards.
- f. UFS|BC can provide recommended service providers for this work upon request.

### Monitor and reassess all retained and protected trees:

To ensure that retained and protected trees are adequately protected during improvements and to evaluate if physiological and structural conditions have changed over time, all retained trees are recommended for regular monitoring throughout construction. A post-construction assessment is also recommended to determine if any additional treatments are required to ensure the viability of the trees.

- a. Regular monitoring and reassessment shall follow current ANSI A300 Tree Risk Assessment Standards and ANSI Z133.1 safety standards and be performed by an ISA Certified and Tree Risk Assessment Qualified (TRAQ) Arborist®.

Please let me know if you have any questions regarding the findings and recommendations included in this report.



Tyler Holladay, Consultant  
Email: [tholladay@bartlett.com](mailto:tholladay@bartlett.com)

Appendix

A. Change Modeling Exhibits

Northwesterly Aspect





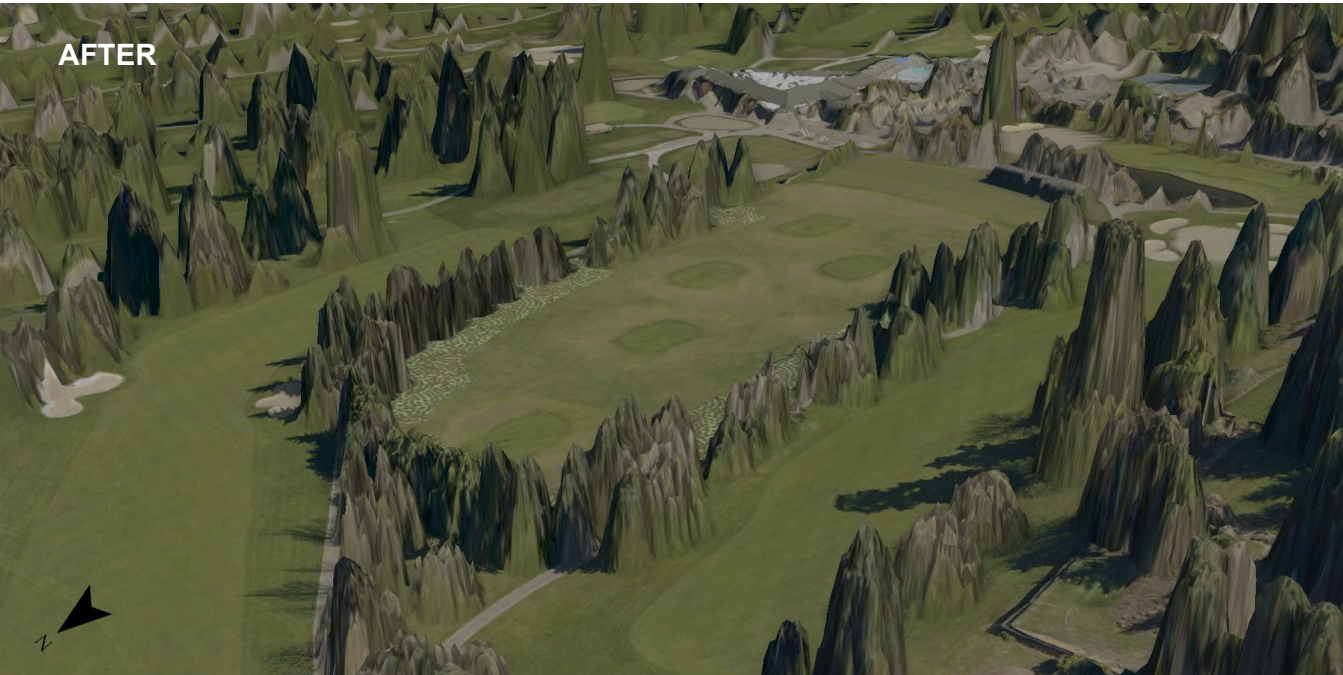
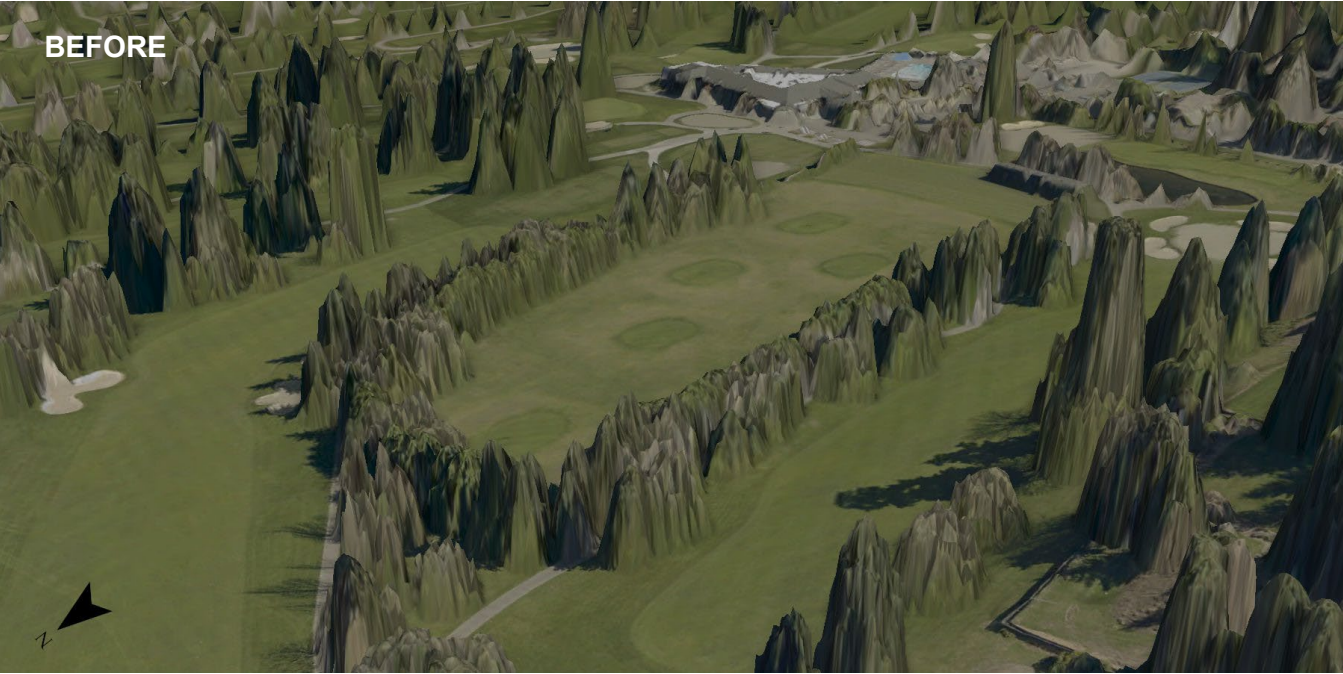
## EXHIBIT 10

### Northerly Aspect





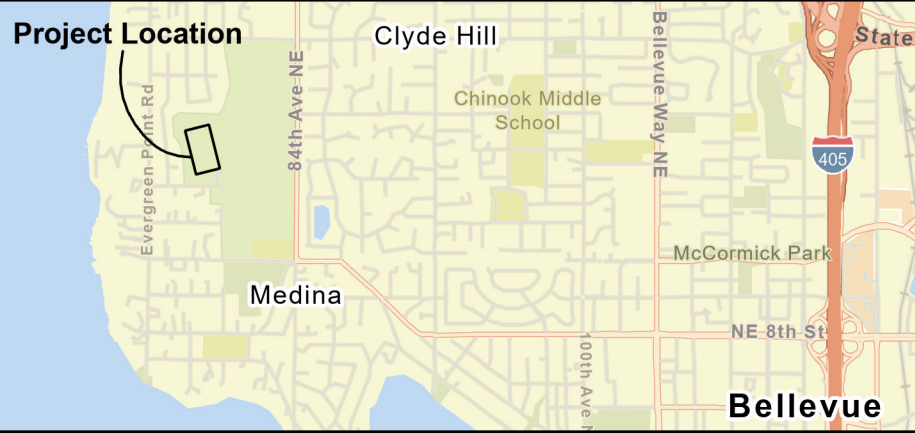
Southeasterly Aspect











**Symbols: (Approximate location)**

- ✗ Tree recommended for removal due to impacts
- Evaluated group of trees recommended for retention with protection
- Tree recommended for retention with protection
- Tree recommended for retention with protection and pruning
- Tree recommended for retention with protection, pruning and preventative EAB treatment
- Option E alignment
- □ --- Recommended Option E alignment adjustment

0075

2021 Aerial imagery and parcel data retrieved from King County GIS Portal. LiDAR data retrieved from WADNR LiDAR Portal. Net and pole alignment options shown are approximate and based on those provided by OGCC Management.

**Urban Forestry Services**  
BARTLETT CONSULTING  
Divisions of The F.A. Bartlett Tree Expert Company  
15119 McLean Road  
Mount Vernon, WA, 98273  
1(360)-399-1377  
urbanforestryservices.com

**OVERLAKE**

**Tree Evaluation Site Plan - Recommendations**  
**Overlake Driving Range Net Improvement Project**  
Overlake Golf and Country Club  
8000 NE 16th Street  
Medina, Washington 98039

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**CERTIFIED ARBORIST**  
**ISA**  
Pacific Northwest  
**asca**  
AMERICAN SOCIETY of CONSULTING ARBORISTS

**TA-02**



Tree ID	Species	DBH	Medina Code Reg	Height	Drip Ave	Health	Structure	Form	Condition	Recommendations	Notes
C1	Western red cedar (Thuja plicata)	2	Exempt - <6in	10	4	Good	Good	Good	Good	Preserve	This is a small, young, newly planted tree. The net alignment as well outside of the drip line of this tree.
D1	Douglas fir (Pseudotsuga menziesii)	5	Exempt - <6in	12	8	Good	Good	Fair	Fair	Preserve	This small, young, suppressed tree is outside of the existing fence line. Retention should be feasible as-is.
D2	Douglas fir (Pseudotsuga menziesii)	21.8	Significant	60	18	Fair	Fair	Fair	Fair	Preserve, Pruning	This tree is within 8 feet of the old fence line. The canopy of the tree may conflict with the new fence alignment; however, pruning should be sustainable and will likely alleviate that conflict.
L01	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L02	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L03	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L04	Leyland cypress (Cupressocyparis leylandii)	18	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L05	Leyland cypress (Cupressocyparis leylandii)	22	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L06	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is within 2.5 feet of this tree, which will impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L07	Leyland cypress (Cupressocyparis leylandii)	18	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L08	Leyland cypress (Cupressocyparis leylandii)	9.5	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L09	Leyland cypress (Cupressocyparis leylandii)	16.5	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L10	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L11	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L12	Leyland cypress (Cupressocyparis leylandii)	3	Unsuitable Species	10	4	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is directly next to this tree, which will impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L13	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L14	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L15	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L16	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L17	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L18	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L19	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L20	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is directly next to this tree, which will impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L21	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L22	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L23	Leyland cypress (Cupressocyparis leylandii)	18	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L24	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L25	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L26	Leyland cypress (Cupressocyparis leylandii)	20	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L27	Leyland cypress (Cupressocyparis leylandii)	20	Unsuitable Species	45	16	Good	Fair	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L28	Leyland cypress (Cupressocyparis leylandii)	18	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L29	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L30	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L31	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L32	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L33	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L34	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L35	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.



Tree ID	Species	DBH	Medina Code Reg	Height	Drip Ave	Health	Structure	Form	Condition	Recommendations	Notes
L36	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L37	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L38	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L39	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The proposed new net alignment appears to be quite a way outside of the canopy of the tree. It appears this tree could be retained as is; though some reduction pruning on the net side is advised to reduce the length of branches to prevent future conflicts with the net.
L40	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is within 6 feet of this tree, which may impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L41	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is within 6 feet of this tree, which may impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L42	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L43	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L44	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L45	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L46	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L47	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	45	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L48	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is within 6 feet of this tree, which may impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L49	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is within 6 feet of this tree, which may impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L50	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L51	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L52	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L53	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L54	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L55	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	45	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L56	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	30	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. The location of the proposed support pole is within 6 feet of this tree, which may impact the roots of the tree. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L57	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	30	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L58	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	30	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L59	Leyland cypress (Cupressocyparis leylandii)	14	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L60	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L61	Leyland cypress (Cupressocyparis leylandii)	12	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
L62	Leyland cypress (Cupressocyparis leylandii)	16	Unsuitable Species	40	16	Good	Good	Fair	Fair	Remove - Direct Conflict	This tree is in direct conflict with the new net. Clearance pruning will not be a sustainable management option as it will be labor intensive, long-term high maintenance, and disfiguring to the tree. Removal is advised.
M1	Crimson King maple (Acer platanoides 'Crimson King')	18	Significant	45	18	Good	Fair	Fair	Fair	Preserve, Pruning	This tree is outside of the existing fence line. The new net appears to be well outside of the canopy of the tree. It seems feasible to retain this tree. Reduction pruning to reduce the length of branches on the net side is advised to prevent future conflicts.
20	American elm (Ulmus americana)	30.2	Significant	45	27	Fair	Good	Good	Fair	Remove - Conflicts	The locations of the proposed net and support pole are well within the dripline of this tree, and the canopy will likely be significantly impacted. Significant clearance pruning will likely be required on the west side of the canopy, which will disfigure the tree and create an off-balance tree. Removal advised.
21	American elm (Ulmus americana)	21.5	Significant	45	25	Fair	Good	Good	Fair	Preserve, Pruning	The location of the Option E net is well within the dripline of this tree, and the canopy will likely be significantly impacted. Significant clearance pruning will likely be required on the west side of the canopy, which will disfigure the tree. Removal is advised unless Modified Option E is applied.
22	giant sequoia (Sequoiadendron giganteum)	34.2	Significant	60	16	Good	Good	Good	Good	Preserve	The net alignment appears to fall well outside of the drip line of this tree. The neighboring elm tree will likely need to be removed for the project. If the net and tree removal impacts can remain outside of the drip line, this tree should be able to be protected.
23	giant sequoia (Sequoiadendron giganteum)	41.9	Significant	60	16	Good	Good	Good	Good	Preserve, Pruning	The net alignment appears to fall outside of the drip line of this tree. A support pole is planned within 8 feet of the trees drip line. If the net and pole can remain outside of the drip line, this tree should be able to be protected. Some reduction pruning of lower branches may be required, though significantly removing lower branches (limbing up) will not be a desirable aesthetic. Long-term, the tree will grow bigger, and branches may end up in conflict with the net.
24	green ash (Fraxinus pennsylvanica)	12.3	Significant	40	14	Good	Fair	Fair	Fair	Preserve, Pruning, EAB	The net alignment is within the drip line of this tree. A support pole is planned within 18 feet of the tree to the south west. Pruning options are available in this case to train the tree away from the net without dramatically disfiguring the tree.
25	giant sequoia (Sequoiadendron giganteum)	49.2	Significant	65	18	Good	Good	Good	Good	Preserve, Pruning	The net alignment appears to fall outside of the drip line of this tree. If the net can remain outside of the drip line, this tree should be able to be protected. Some reduction pruning of lower branches may be required, though significantly removing lower branches (limbing up) will not be a desirable aesthetic. Long-term, the tree will grow bigger, and branches may end up in conflict with the net.
26	Crimson King maple (Acer platanoides 'Crimson King')	23	Significant	45	18	Good	Fair	Fair	Fair	Preserve, Pruning	The net alignment is slightly within the drip line of this tree. Pruning options are available in this case to provide net clearance and train branches away from the net without dramatically disfiguring the tree.
28	Crimson King maple (Acer platanoides 'Crimson King')	22.5	Significant	40	18	Poor	Fair	Fair	Fair	Remove - Conflicts, Disease	This tree exhibits significant signs of Phytophthora. There are numerous bleeding, bacterial cankers on the trunk of the tree in numerous locations. The canopy is also dying back in places; deadwood is present. The canopy of this tree directly conflicts with the new net and support pole alignment. The pruning that would be required to accommodate the net and nearby pole would disfigure this tree. Removal is advised due to impacts as well as disease.
29	scotch pine (Pinus sylvestris)	17.5	Significant	45	16	Fair	Fair	Fair	Fair	Preserve	This tree leans to the east, away from the improvements. Preservation should be possible with protection

EXHIBIT 10

0077



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BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company

15119 McLean Road  
Mount Vernon, WA, 98273  
1(360)-399-1377  
urbanforestryservices.com



Tree Evaluation Matrix

Overlake Driving Range Net Improvement Project

Overlake Golf and Country Club  
8000 NE 16th Street  
Medina, Washington 98039

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Tree ID	Species	DBH	Medina Code Reg	Height	Drip Ave	Health	Structure	Form	Condition	Recommendations	Notes
30	green ash (Fraxinus pennsylvanica)	10.1	Significant	30	14	Fair	Fair	Fair	Fair	Preserve, Pruning	This tree is within 3 feet of the existing fence. It may be possible to prune this tree to provide clearance for the new net without completely disfiguring or creating an off-balance canopy.
31	Austrian pine (Pinus nigra)	12.6	Significant	45	16	Fair	Good	Fair	Fair	Preserve, Pruning	This tree is within 6 feet of the existing fence and within 11 feet of the planned support pole. It may be possible to prune this tree to provide clearance for the new net and pole without completely disfiguring or creating an off-balance canopy.
32	American elm (Ulmus americana)	32.1	Significant	55	30	Fair	Good	Good	Fair	Remove - Conflicts	The location of the proposed net and support pole are within 3 feet of this tree, which will likely impact the canopy and roots of the tree. Significant clearance pruning would be required on the west side of the canopy, which will disfigure the tree and create an off-balance tree. Removal advised.
34	green ash (Fraxinus pennsylvanica)	17.8	Significant	45	16	Good	Good	Fair	Fair	Preserve, Pruning, EAB	This tree is within 14 feet of the existing fence. It may be possible to prune this tree to provide clearance for the new net without completely disfiguring or creating an off-balance canopy.
35	Crimson King maple (Acer platanoides 'Crimson King')	12.5	Significant	40	14	Fair	Fair	Fair	Fair	Remove - Conflicts	The canopy of this tree will be directly impacted by the proposed net alignment. Significant clearance pruning will likely be required on the west side of the canopy, which will disfigure the tree. Removal advised.
36	Douglas fir (Pseudotsuga menziesii)	11.8	Significant	55	14	Good	Good	Good	Good	Preserve	This tree leans to the east, away from the improvements. Preservation should be possible with protection
37	green ash (Fraxinus pennsylvanica)	15.6	Significant	45	16	Fair	Good	Fair	Fair	Preserve, Pruning, EAB	This tree is within 11 feet of the existing fence. It may be possible to prune this tree to provide clearance for the new net without completely disfiguring or creating an off-balance canopy.
38	Crimson King maple (Acer platanoides 'Crimson King')	10.7	Significant	40	14	Fair	Fair	Fair	Fair	Remove - Conflicts	The canopy of this tree will be directly impacted by the proposed net alignment. Significant clearance pruning will likely be required on the west side of the canopy, which will disfigure the tree. Removal advised.
39	Douglas fir (Pseudotsuga menziesii)	11.5	Significant	55	14	Good	Good	Good	Good	Preserve	This tree leans to the east, away from the improvements. Preservation should be possible with protection
40	Crimson King maple (Acer platanoides 'Crimson King')	13	Significant	30	16	Fair	Fair	Fair	Fair	Preserve	This tree has an asymmetrical crown and is suppressed by the neighboring ash tree. The tree is well outside of the net alignment. Preservation should be possible with protection.
41	green ash (Fraxinus pennsylvanica)	17.5	Significant	45	16	Good	Good	Good	Good	Preserve, Pruning, EAB	This tree is within 5 feet of the existing fence, though It may be possible to prune this tree to provide clearance for the new net without completely disfiguring or creating an off-balance canopy. Removing the westmost secondary stem overhanging the old fence might be sustainable and would train the tree to grow away from the net to the north and east.
42	Douglas fir (Pseudotsuga menziesii)	16.5	Significant	50	14	Fair	Fair	Fair	Fair	Preserve	This tree leans to the northeast, away from the improvements. Preservation should be possible with protection
43	green ash (Fraxinus pennsylvanica)	16	Significant	45	20	Good	Fair	Fair	Fair	Remove - Conflicts	The canopy of this tree will be directly impacted by the proposed net alignment. Significant clearance pruning will likely be required on the west side of the canopy, which will disfigure the tree. Removal advised.
44	Austrian pine (Pinus nigra)	18.1	Significant	50	14	Fair	Fair	Fair	Fair	Preserve	This tree leans to the northeast, away from the improvements. Preservation should be possible with protection. The tree exhibits what appears to be some form of branch tip curl, of which the cause is unidentified.
45	green ash (Fraxinus pennsylvanica)	15.2	Significant	45	18	Fair	Good	Good	Fair	Remove - Conflicts	The location of the proposed net and support pole are within 10 feet of this tree, which will likely impact the canopy and roots of the tree. Significant clearance pruning will likely be required on the south-southwest side of the canopy, which will disfigure the tree and create an off-balance tree. Removal advised.
48	green ash (Fraxinus pennsylvanica)	16.1	Significant	50	22	Good	Good	Good	Good	Remove - Conflicts	The location of the proposed net and support pole are within 15 feet of this tree, which will likely impact the canopy and roots of the tree. Significant clearance pruning will likely be required on the south-southwest side of the canopy, which will disfigure the tree and create an off-balance tree. Removal advised.
49	Douglas fir (Pseudotsuga menziesii)	17	Significant	55	14	Fair	Good	Good	Fair	Preserve, Pruning	This tree is within 9 feet of the old fence. The fenceline in this area starts to move away from this tree at this location. The tree is a good candidate for retention and may help hide part of the support pole. Branches on the southwest side of the tree could be pruned now to prevent conflicts in the future.
52	Douglas fir (Pseudotsuga menziesii)	14.5	Significant	55	14	Good	Good	Fair	Fair	Preserve, Pruning	This tree is within 9 feet of the existing fence. The fenceline in this area starts to move away from this tree at this location. branches on the southwest side of the tree could be pruned now to prevent conflicts in the future.
57	Douglas fir (Pseudotsuga menziesii)	14	Significant	45	16	Good	Good	Good	Good	Preserve, Pruning	This tree is outside of the existing fence line. The tree leans to the north. The new net appears well outside of the canopy of the tree. It seems feasible to retain this tree as it is; however, pruning to reduce the length of branches on the net side may be advantageous to prevent future conflicts.
138	Douglas fir (Pseudotsuga menziesii)	19.5	Significant	60	16	Fair	Fair	Fair	Fair	Preserve, Pruning	This tree has an asymmetrical crown. The neighboring ash tree is intertwined with the lower canopy of this tree. A large branch from the ash tree is set against the trunk of this tree. The net alignment appears to be well away from this tree, though the support pole is roughly 14 feet from the trunk. Preservation should be possible for this tree.
142	green ash (Fraxinus pennsylvanica)	23.2	Significant	40	24	Good	Fair	Fair	Fair	Preserve, Pruning, EAB	This tree is within 8 feet of the old fence and net alignment. The proposed support pole is within 14 feet of the trunk to the northeast. It may be possible to prune this tree to provide clearance for the new net without completely disfiguring or creating an off-balance canopy. Removing the eastmost secondary stem overhanging the old fence and reducing other parts of the eastern canopy might be sustainable and would promote tree growth away from the net in the future.
144	green ash (Fraxinus pennsylvanica)	20	Significant	50	25	Good	Poor	Fair	Fair	Remove - Conflicts	This tree has a large open cavity on the northwest side of the trunk. The cavity extends approximately 6 feet in height and starts at around 2 feet from grade. The tree leans to the east. The canopy of this tree conflicts with the new net alignment. The pruning that would be required to accommodate the proposed net would dramatically disfigure this tree. Removal is advised.
148	green ash (Fraxinus pennsylvanica)	16	Significant	40	25	Fair	Good	Good	Fair	Preserve, Pruning, EAB	The proposed net and support pole locations are within the dripline of this tree, and the canopy will likely be significantly impacted. Large, long, and low lateral branches are present on the east side of the tree. Significant clearance pruning will likely be required on the east side of the canopy; however, pruning appears feasible and sustainable.
158	Douglas fir (Pseudotsuga menziesii)	19.8	Significant	50	16	Good	Good	Fair	Fair	Preserve, Pruning	The proposed net and support pole locations are within 12 feet of this tree. Pruning to provide net and pole clearance should be possible without disfiguring or significantly stressing this tree. Pruning should also be feasible and low maintenance in terms of training branches away from the net. This tree may provide a desired visual obstruction from the proposed pole.
159	Douglas fir (Pseudotsuga menziesii)	21.2	Significant	45	16	Good	Fair	Poor	Fair	Preserve, Pruning	The proposed net and support pole locations are within 14 feet of this tree. Pruning to provide net and pole clearance should be possible without disfiguring or significantly stressing this tree. Pruning should also be feasible and low maintenance in terms of training branches away from the net. This tree may provide a desired visual obstruction from the proposed pole.
160	Douglas fir (Pseudotsuga menziesii)	20.1	Significant	55	14	Fair	Good	Good	Fair	Preserve	This tree appears to be at the margins of the net improvements. The drip line appears to be within 6 feet of the net alignment. Impacts are expected to be negligible to none. Retention with protection should be feasible.
161	Eastern white pine (Pinus strobus)	24.2	Significant	40	22	Fair	Good	Good	Fair	Remove - Conflicts	The location of the proposed net is within 4 feet of this tree, which will likely impact the canopy of the tree. Significant clearance pruning will likely be required on the east side of the canopy, which will disfigure the tree. Removal advised.
162	Austrian pine (Pinus nigra)	23.4	Significant	40	16	Good	Good	Good	Good	Preserve, Pruning	The location of the proposed net is within 9 feet of this tree. Pruning to provide net clearance should be possible without disfiguring or significantly stressing this tree. Pruning should also be feasible and low maintenance in terms of training branches away from the net.
167	Austrian pine (Pinus nigra)	21.1	Significant	25	16	Fair	Good	Fair	Fair	Preserve, Pruning	The location of the proposed net is within 9 feet of this tree. Pruning to provide net clearance should be possible without disfiguring or significantly stressing this tree. Pruning should also be feasible and low maintenance in terms of training branches away from the net.
168	ponderosa pine (Pinus ponderosa)	18.8	Significant	25	16	Fair	Good	Fair	Fair	Remove - Conflicts	The location of the proposed net and support pole are within 6 feet of this tree, which will likely impact the canopy and roots of the tree. Significant clearance pruning will likely be required on the east side of the canopy, which will disfigure the tree. Removal advised.
169	ponderosa pine (Pinus ponderosa)	28.2	Significant	35	16	Fair	Fair	Fair	Fair	Preserve, Pruning	The location of the proposed net is within 16 feet of this tree. Pruning to provide net clearance should be possible without disfiguring or significantly stressing this tree. Pruning should also be feasible and low maintenance in terms of training branches away from the net.
170	Douglas fir (Pseudotsuga menziesii)	14	Significant	25	12	Good	Good	Good	Good	Preserve	Well outside proposed improvements
204	Crimson King maple (Acer platanoides 'Crimson King')	17.9	Significant	35	20	Fair	Good	Fair	Fair	Preserve, Pruning	Trunk decay is observed where old pruning injuries occurred in the past on the lower stem. The location of the Option E net and support pole is within 8 feet of this tree, which will likely impact the canopy and roots of the tree. Significant clearance pruning will likely be required on the southwest and west sides of the canopy, which will disfigure the tree. Removal is advised unless Modified Option E is applied.
232	American elm (Ulmus americana)	21.5	Significant	50	28	Fair	Fair	Good	Fair	Remove - Conflicts	The location of the proposed net is well within the dripline of this tree, and the canopy will likely be significantly impacted. Significant clearance pruning will likely be required on the south side of the canopy, which will disfigure the tree. Removal advised.
233	Crimson King maple (Acer platanoides 'Crimson King')	23.2	Significant	40	16	Fair	Good	Good	Fair	Remove - Conflicts	The location of the proposed net is well within the dripline of this tree, and the canopy will likely be significantly impacted. Significant clearance pruning will likely be required on the south - southwest side of the canopy, which will disfigure the tree. Removal advised. Decay is observed at old pruning injuries on the lower stem.
234	Western red cedar (Thuja plicata)	28	Significant	45	18	Fair	Fair	Fair	Fair	Remove - Conflicts	The location of the proposed net and support pole are well within the dripline of this tree, and the canopy will likely be significantly impacted. Significant clearance pruning will likely be required on the south-southwest side of the canopy, which will disfigure the tree. Removal advised.
1954	Douglas fir (Pseudotsuga menziesii)	7.5	Significant	14	8	Fair	Fair	Poor	Fair	Preserve	This tree appears to be at the margins of the net improvements. The drip line appears to be within 10 feet of the net alignment. Impacts are expected to be negligible to none. Retention with protection should be feasible.
1955	Douglas fir (Pseudotsuga menziesii)	4	Exempt - <6in	14	6	Fair	Fair	Fair	Fair	Remove - Conflicts	This small, young tree is within 4 feet of the existing fence line as well as the proposed new net and support pole. Removal advised.

EXHIBIT 10

0078



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BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company

15119 McLean Road

Mount Vernon, WA, 98273

1(360)-399-1377

urbanforestryservices.com

Tree Evaluation Matrix

Overlake Driving Range Net Improvement Project

Overlake Golf and Country Club  
8000 NE 16th Street  
Medina, Washington 98039

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TM-03



Tree ID	Species	DBH	Medina Code Reg	Height	Drip Ave	Health	Structure	Form	Condition	Recommendations	Notes
1956	Douglas fir (Pseudotsuga menziesii)	5	Exempt - <6in	14	6	Fair	Fair	Fair	Fair	Remove - Conflicts	This small, young tree is within 1 foot of the existing fence line and new net. This tree is expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
1957	Douglas fir (Pseudotsuga menziesii)	3	Exempt - <6in	12	6	Fair	Fair	Fair	Fair	Remove - Conflicts	This small, young tree is within 1 foot of the existing fence line and new net. This tree is expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
2128	Douglas fir (Pseudotsuga menziesii)	6	Significant	14	6	Good	Good	Good	Good	Remove - Conflicts	This small, young tree is directly in conflict with the proposed net alignment. This tree is also expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
2129	Douglas fir (Pseudotsuga menziesii)	6	Significant	14	6	Good	Good	Good	Good	Remove - Conflicts	This small, young tree is directly in conflict with the proposed net alignment. This tree is also expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
2130	Douglas fir (Pseudotsuga menziesii)	6	Significant	14	6	Good	Good	Good	Good	Remove - Conflicts	This small, young tree is directly in conflict with the proposed net alignment. This tree is also expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
2131	Douglas fir (Pseudotsuga menziesii)	4	Exempt - <6in	12	6	Good	Good	Good	Good	Remove - Conflicts	This small, young tree is directly in conflict with the proposed net alignment. This tree is also expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
2132	Douglas fir (Pseudotsuga menziesii)	6	Significant	14	6	Good	Good	Good	Good	Remove - Conflicts	Young tree. Directly in conflict with net alignment. Remove or transplant.
2133	Western red cedar (Thuja plicata)	6	Significant	12	6	Fair	Good	Good	Fair	Remove - Conflicts	This small, young tree is directly in conflict with the proposed new net alignment. Remove or transplant.
2134	Western red cedar (Thuja plicata)	5	Exempt - <6in	12	8	Fair	Good	Good	Fair	Remove - Conflicts	This small, young tree appears to be at the margins of the proposed net alignment and not in direct conflict. However, the tree is expected to get much larger over the years and is far too close to be sustainable in the long term. Removal advised.
2135	Western red cedar (Thuja plicata)	5	Exempt - <6in	12	6	Fair	Good	Good	Fair	Preserve, Pruning	This small, young, intermixed tree could be a good candidate for retention. The quality of the tree and its retention value will need to be evaluated after the surrounding trees are removed.
2137	Douglas fir (Pseudotsuga menziesii)	7	Significant	14	8	Fair	Fair	Fair	Fair	Preserve, Pruning	This small, young, intermixed tree could be a good candidate for retention. The quality of the tree and its retention value will need to be evaluated after the surrounding trees are removed. Train lateral branches on the west side of the tree away from the net.
2138	Douglas fir (Pseudotsuga menziesii)	10.5	Significant	14	8	Fair	Fair	Fair	Fair	Preserve, Pruning	This small, young, intermixed tree could be a good candidate for retention. The quality of the tree and its retention value will need to be evaluated after the surrounding trees are removed. Train lateral branches on the west side of the tree away from the net.
2138	Western red cedar (Thuja plicata)	6	Significant	12	8	Fair	Fair	Fair	Fair	Remove - Conflicts	This small, young tree is intermixed with the Leyland hedgerow. The tree is within 7 feet of the new net. This tree is expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
2139	Western red cedar (Thuja plicata)	5.5	Exempt - <6in	10	6	Fair	Fair	Fair	Fair	Preserve	This small, young, intermixed tree could be a good candidate for retention. The quality of the tree and its retention value will need to be evaluated after the surrounding trees are removed.
2140	Douglas fir (Pseudotsuga menziesii)	8.4	Significant	14	9	Good	Good	Good	Good	Preserve, Pruning	The proposed net and support pole locations are within 16 feet of this tree. Pruning to provide net and pole clearance should be possible without disfiguring or significantly stressing this tree. Pruning should also be feasible and low maintenance in terms of training branches away from the net. This tree may provide a desired visual obstruction from the proposed pole.
2141	Douglas fir (Pseudotsuga menziesii)	6.5	Significant	14	6	Fair	Good	Good	Fair	Remove - Conflicts	The location of the proposed net and support pole are directly next to this tree, which will likely impact the canopy and roots of the tree. Significant clearance pruning will likely be required on the west side of the canopy, which will disfigure the tree. Removal advised.
2194	Douglas fir (Pseudotsuga menziesii)	4	Exempt - <6in	12	6	Good	Good	Good	Good	Remove - Conflicts	This small, young tree is directly in conflict with the proposed net alignment. This tree is also expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal advised.
2196	Douglas fir (Pseudotsuga menziesii)	5	Exempt - <6in	14	8	Good	Good	Good	Good	Preserve	This small, young tree is in direct conflict with Option E net alignment. This tree is expected to get much larger over the years and thus is far too close to be sustainable in the long term. Removal is advised unless Modified Option E is applied.
2213	green ash (Fraxinus pennsylvanica)	25.2	Significant	55	30	Good	Good	Good	Good	Preserve, Pruning, EAB	This tree's canopy and root zone conflict with the new net and pole alignment. The existing fence is within 6 feet of the trunk. A support pole is planned within 12 feet of the trunk. It may be worth trying to preserve this tree through unconventional treatments - significantly pruning the east side of this canopy more than typically advised; this is not ideal, but the tree may be able to sustain it, and pruning may be hidden by surrounding trees. Impacts to the root zone must be minimized.
2223	Douglas fir (Pseudotsuga menziesii)	7.6	Significant	25	8	Fair	Fair	Fair	Fair	Preserve	This tree leans to the northeast, away from the improvements. Preservation should be possible with protection
2224	Douglas fir (Pseudotsuga menziesii)	6.6	Significant	25	8	Good	Good	Good	Good	Preserve, Pruning	This smaller, younger tree is within 9 feet of the net and support pole. The tree is a good candidate for retention and may hide part of the support pole. Branches on the southwest side of the tree could be pruned now to prevent conflicts in the future.
2225	Douglas fir (Pseudotsuga menziesii)	4	Exempt - <6in	14	8	Good	Good	Good	Good	Preserve	This smaller, younger tree is well outside of the net's alignment. The tree is a good candidate for retention as-is
2226	Douglas fir (Pseudotsuga menziesii)	5	Exempt - <6in	16	8	Good	Good	Good	Good	Preserve, Pruning	This smaller, younger tree is within 3 feet of the existing fence. The net alignment is approximately another 10 feet or so from the existing fence. The tree is a good candidate for retention. Branches on the southwest side of the tree could be pruned now to prevent conflicts in the future.
2227	Douglas fir (Pseudotsuga menziesii)	4	Exempt - <6in	14	8	Good	Good	Good	Good	Preserve	This smaller, younger tree is well outside of the net's alignment. The tree is a good candidate for retention as-is

Group ID	Species	Species Note	Tree Count	Size Category	Size Note	Condition	Recommendations	Notes
1	giant sequoia (Sequoiadendron giganteum)		3	Extra Large (≥30")	45-48" DBH	Good	Preserve	The net alignment is well outside of the drip lines of these trees. Preservation should be feasible.
2	arborvitae (Thuja occidentalis)			Small (4" - 6")	Relatively large for the species	Fair	Preserve	A support pole is planned at the north end of this hedgerow. It may be possible to install this pole without removing, or only removing a couple of these arborvitae, while preserving the majority of the other hedgerow trees.
3	arborvitae (Thuja occidentalis)			Small (4" - 6")		Fair	Preserve	A support pole is planned for the south end of this hedgerow. It may be possible to install this pole without removing, or only removing a couple of these arborvitae, while preserving the majority of the remaining hedgerow trees.
4	MIXED (see species note field)	13 conifer species and 3 broadleaf species	16	Mix (manual entry in size note field)	5-24" - 2 non-sig	Fair	Preserve	The trees in this area should be well outside of the net improvement area. If the row of Leylands are maintained/preserved as is these trees will remain quite protected.
5	Douglas fir (Pseudotsuga menziesii)		4	Mix (manual entry in size note field)	4-12" - 2 non-sig	Fair	Preserve	The trees in this group are well outside of the improvement area, but still close enough to warrant protection.
6	MIXED (see species note field)	1 Green ash, 4 Douglas Fir, 1 Austrian pine	6	Mix (manual entry in size note field)	4-24" - 1 non-sig	Fair	Preserve	The trees in this group are well outside of the improvement area, but still close enough to warrant protection.
7	Douglas fir (Pseudotsuga menziesii)		2	Large (12" - 30")		Good	Preserve	The trees in this group are well outside of the improvement area, but still close enough to warrant protection.
8	MIXED (see species note field)	1 sweet gum, 1 Austrian pine.	2	Large (12" - 30")		Fair	Preserve	The trees in this group are well outside of the improvement area, but still close enough to warrant protection.
9	Douglas fir (Pseudotsuga menziesii)		3	Large (12" - 30")		Good	Preserve	The trees in this group are well outside of the improvement area, but still close enough to warrant protection.



Urban Forestry Services



OVERLAKE



CERTIFIED ARBORIST



Pacific Northwest ISA



AMERICAN SOCIETY of CONSULTING ARBORISTS

Tree Evaluation Matrix

Overlake Driving Range Net Improvement Project

Overlake Golf and Country Club  
8000 NE 16th Street  
Medina, Washington 98039

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TM-04

15119 McLean Road  
Mount Vernon, WA, 98273  
1(360)-399-1377  
urbanforestryservices.com

Urban Forestry Services

BARTLETT CONSULTING

Divisions of The F.A. Bartlett Tree Expert Company



## GENERAL TREE PROTECTION GUIDELINES & CRITICAL ROOT ZONE EXPLANATION

- 1. Responsibilities:** These Guidelines pertain to any disturbance, use or activity within the Critical Root Zone (CRZ) of any retained tree on this project. See attached **Critical Root Zone Explanation** for reference. The owner's arborist and general contractor shall meet onsite before any site work begins, to review and designate the most appropriate methods to be used to protect the retained trees during construction.

These guidelines apply to work provided by all contractors and sub-contractors on the project.

The project consulting arborist shall be contacted prior to any work that may need to enter the tree protection fencing. Two days' notice shall be provided to the project consulting arborist. A proposed method for work shall be provided to the arborist. This method shall be reviewed by the project consulting arborist and either approval and / or comments provided by the project consulting arborist prior to commencing works within the tree protection area. He or she should be notified within 8 hours should any injury occur to any protected tree or its larger roots (greater than 2-inch diameter) so that appropriate assessment and/or treatment may be made.

- 2. Soil Disturbance:** No soil disturbance shall take place before tree protection fences are installed. All evaluated trees to be retained within these areas are clearly illustrated on the Site Plan.
- 3. Designated Tree Removals:** The owner's arborist and contractor shall confirm on site which trees are to be removed and those to be retained. Directional felling and removal of trees will be completed with great care to avoid any damage to the trunks, limbs, and critical root zones of the retained trees.
- 4. The Tree Protection Site Plan** shows the recommended location of the Tree Protection Fence (TPF). Immediately after the clearing limits and grading stakes are set in the field, the owner's arborist, during review and discussion with the contractor, will make a final determination on the tree protection requirements depending on construction limits and impact on major roots and soil condition. The arborist may adjust clearing limits in the field so that, in his/her opinion, tree roots and soils are protected while necessary work can proceed.
- 5. The Tree Protection Fence (TPF)** shall be installed along the clearing limits, with special consideration of the Critical Root Zone (CRZ) of trees to be preserved. The CRZ of a tree is generally described as an area equal to 1-foot radius for every 1-inch diameter of tree. For example, a 10-inch diameter tree has a CRZ of 10-foot radius. Work within the CRZ may be limited to hand work or alternate method of construction.

The Tree Protection Fence (TPF) shall be constructed with steel posts driven into the ground



## EXHIBIT 10

with 6-ft. chain link fence attached. Upon consultation with the contractor, the arborist shall determine the placement of the fence and the extent and method of clearing that may be done near preserved trees. Additional follow-up determinations may be required as work progresses on the project. See attached **Critical Root Zone Explanation**.

No parking, storage, dumping, or burning of materials is allowed beyond the clearing limits or within the Tree Protection Fence.

The TPF shall not be moved without authorization by the owner's arborist or City arborist. The TPF shall remain in place for the duration of the project.

Work within this area shall be reviewed with and approved by the owner's arborist and/or corresponding municipality. Call Urban Forestry Services | Bartlett Consulting at 360-399-1377 with questions.

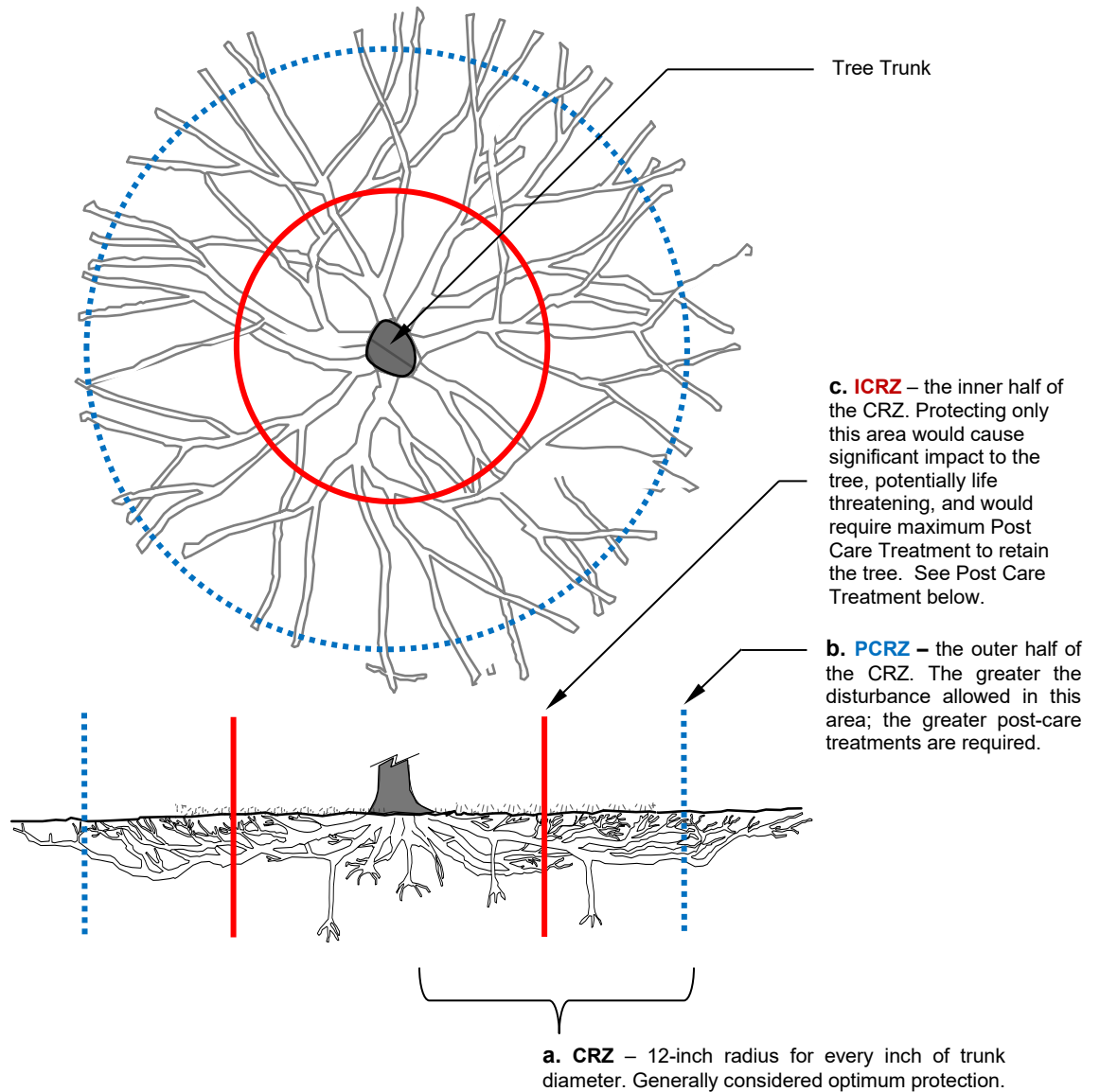
- 6. Silt Fence:** If a silt fence is required to be installed within the Critical Root Zone of a retained tree, the bottom of the silt fence shall not be buried in a trench, but instead, folded over and placed flat on the ground. The flat portion of the silt fence shall be covered with gravel or soil for anchorage.
- 7. CRZ over Hardscape:** Where the Critical Root Zone (CRZ) includes an area covered by hardscape, the TPF can be placed along the edge of the hardscape if and until it is removed. After hardscape removal, the available CRZ should be backfilled with topsoil up to 6 inches deep and protected with the TPF. Incorporation of topsoil into the existing sub-grade shall be determined by the consulting arborist. Where applicable a specification for topsoil will be provided or approved by Urban Forestry Services, Inc.
- 8. Tree Protection Signs** shall be attached to the fence only and shall be shown as required on the Site Plan. They should read "Protect Critical Root Zone (CRZ) of trees to be retained. No soil disturbance, parking, storage, dumping, or burning of materials is allowed within the Tree Protection Barrier. " Monetary Fines based on the appraised dollar value of the retained trees may also be included on these signs. Telephone contact details for the project consulting arborist should also be included on the sign.
- 9. Soil Protection within the Critical Root Zone (CRZ):** Where vehicular access, temporary work pad or storage pad is required within the CRZ of any preserved tree that is not protected with hardscape, the soil shall be protected with 18" of woodchips and/or plywood or metal sheets to protect from soil compaction and damage to roots of retained trees. A biodegradable coir mat netting is recommended to be placed on the existing grade before woodchip placement to protect the condition and confirm the location of the existing grade. The netting is a valuable benchmark upon removal of the material within the CRZ.
- 10. Landscape Plans, Irrigation Design and Installation Details:** Great care shall be exercised when landscaping within the Critical Root Zone (CRZ) of any tree. Roots of preserved trees and other vegetation shall not be damaged by planting or installation of irrigation lines. The owner's arborist shall review the Landscape Plan for any potential design and tree preservation conflicts and approve related irrigation and landscape installation activities within the CRZ of retained trees. A proposed method for work shall be provided to and approved by the arborist.

## EXHIBIT 10

- 11. Backfill and Grade Changes:** The owner's arborist will determine to what extent backfilling may be allowed within the Critical Root Zone of a preserved tree, and if needed, the specific material which may be used. Grade cuts are usually more detrimental than grade filling within the CRZ and should be reviewed by the arborist well in advance of construction.
- 12. Tree Maintenance and Pruning:** Trees recommended for maintenance and approved by the owner, shall be pruned for deadwood, low hanging limbs, and proper balance, as recommended for safety, clearance or aesthetics. All pruning shall be done by an International Society of Arboriculture Certified Arborist. *ANSI A300 American Standards for Pruning* shall be used. Limbs of retained trees within 10 feet or less, of any power line, depending on power line voltage, may only be pruned by a Utility Certified Arborist. This pruning must be coordinated with the local power company, as they may prefer to provide this pruning.
- 13. Underground Utilities:** Utility installation within the Critical Root Zone (CRZ) of any retained tree shall be reviewed by the Project Consulting Arborist. A less root disturbing route or minimal impact installation method of utility installation may be discussed and recommended i.e. tunneling or trenchless excavation. Trenching through the Interior CRZ of a retained tree is not usually allowed. **See CRZ Explanation to differentiate between the Perimeter and Interior CRZ.** An Air spade and Vac., Truck may be required when utility installation is mandatory near a retained tree or other methodology such as trenchless excavation.
- 14. Root Pruning:** Required work may result in the cutting of roots of retained trees. Cutting roots 2" or greater should be avoided. Potential root pruning needs should be reviewed in advance with the Project Consulting Arborist to minimize potential root fracturing and other damage. Severed roots of retained trees shall be cut off cleanly with a sharp saw or pruning shears. Applying pruning paint on trunk or root wounds is not recommended. Severed roots shall be covered immediately after final pruning with moist soil or covered with mulch until covered with soil. Excavation equipment operators shall take extreme care not to hook roots and pull them back towards retained trees. In all cases, the excavator shall sit outside of the CRZ. Soil excavation within the CRZ shall be under the direct supervision of the owner's arborist.
- 15. Supplemental Tree Irrigation:** If clearing is performed during the summer, supplemental watering and/or mulching over the root systems within the Tree Protection Fencing of preserved trees may be required by the owner's arborist. The arborist should be notified of the proposed schedule for clearing and grading work. Supplemental watering and mulching over the root systems of roots impacted or stressed trees are strongly recommended to compensate for root loss and initiate new root growth. Long periods of slow drip irrigation will be most effective. A large coil of soaker hose starting at least 18" from the trunk and covering the Interior Critical Root Zone area is recommended. Water once per week and check soils for at least 12 inches infiltration. This work shall be under the direct supervision of the owner's arborist.
- 16. Additional Measures:** Additional tree protection recommendations may be required and may be specified in Urban Forestry Services | Bartlett Consulting report(s).
- 17. Final Inspection:** The owner's arborist shall make a final site visit to report on retained tree condition following completed work and shall report to the city to release the bond for the retained trees.




## EXHIBIT 10



- a. CRITICAL ROOT ZONE (CRZ)** – The CRZ of a tree is established based on trunk diameter measured at 4.5-feet from grade (DBH). The CRZ is a generalized circular area which has a radius of 12-inches to every inch trunk diameter. Root systems will vary both in depth and spread depending on size of tree, soils, water table, species and other factors. However, this CRZ description is generally accepted in the tree industry. Protecting this entire area is optimum and should, in theory, result in no adverse impact to a tree.

The CRZ can be further differentiated into the 'Perimeter' and 'Interior' CRZs to help evaluate potential impacts and required post-care.

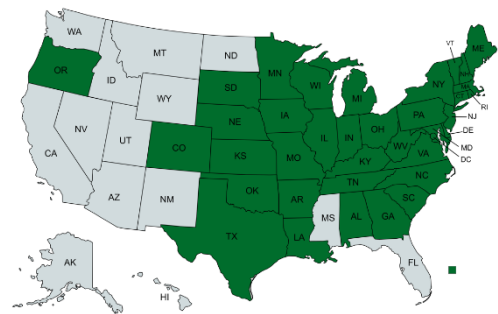
- b. PERIMETER CRITICAL ROOT ZONE (PCRZ)** – the full PCRZ is generally considered the optimum amount of root protection for a tree. The further one encroaches into the PCRZ (but not into the ICRZ) the greater post-care treatments the tree will require to remain alive and stable.
- c. INTERIOR CRITICAL ROOT ZONE (ICRZ)** – The absolute maximum disturbance allowed for a tree should leave the 'Interior' CRZ undisturbed if the tree is to have any chance of long-term survival. The ICRZ is half the radius of the full CRZ/PCRZ. Disturbance into the ICRZ could destabilize or cause the tree to decline. The ICRZ approximately equals the size of a root-ball needed to transplant this tree, which in turn would require extensive post-care treatments and possibly guying or propping to stabilize the tree. Post Care Treatment includes but may not be limited to; regular irrigation, misting, root treatment with special root hormones, mulching, guying and monitoring during construction and for several years following impacts.

 <b>Urban Forestry Services</b> <b>BARTLETT CONSULTING</b> <small>Divisions of The F.A. Bartlett Tree Expert Company</small> 15119 McLean Road Mount Vernon, WA 98273 1 (360) 399-1377	<b>CRITICAL ROOT ZONE (CRZ) EXPLANATION</b>	
© Urban Forestry Services   Bartlett Consulting – A Division of The F. A. Bartlett Tree Expert Company, January 2022. This document has been prepared specifically for UFS BC related projects and may not be suitable for use on other projects, or in other applications, and/or without the approval and participation of The F.A. Bartlett Tree Expert Company.	<i>Not to scale</i>	
	<b>CRZ - 01</b>	



Directed by Kelby Fite, PhD

**Figure 1: States in green have confirmed EAB infestations (as of early 2024)**



beetles such as the bronze birch borer and the two lined chestnut borer that infest oak and beech. Adult beetles are emerald green and approximately ½ inch long (Figure 2). Larvae are segmented, cream-colored, flattened grubs that can reach 1 inch in length (Figure 3).

## Biology

Adults emerge from infested wood from small, inconspicuous “D”-shaped exit holes (Figure 4) and mate after ash leaves have expanded in spring (early May to mid-June). Over a three-to-five-week period, females may be observed feeding on the edges of leaves.



**Figure 4: “D”-shaped exit hole**



Tree defoliation is minimal but numerous notched leaf margins may be apparent. After a minimum requisite feeding period of two weeks, females lay 40–70 small, individual eggs in bark cracks, crevices and under bark flakes. Egg laying typically begins at the topmost stems and branches of the canopy. Larvae hatch from the eggs within approximately two weeks and bore through the bark and into the sapwood. Larvae complete their growth and pupation in “S”-shaped galleries chewed in the phloem and cambium (Figure 5). The EAB life cycle typically takes one year, but may take as long as two years.

**Figure 5: “S”-shaped galleries chewed by larvae in phloem and cambium**



## Symptoms

When larval populations in attacked trees are high, water and nutrient transport is significantly disrupted, leading to individual branch dieback or whole tree death. Tree symptoms such as yellowing, wilting and crown dieback are early indications that this invasive pest is present. Later in an infestation, heavily attacked trees will exhibit extensive branch death, bark cracking and abundant epicormic shoot growth. It may take several years before a tree finally succumbs completely. Birds, such as downy and hairy woodpeckers, are adept at finding trees with relatively low larval populations.

Therefore, increased woodpecker activity in the tops of ash trees, as well as distinct bark ‘blonding’ caused by the bird’s bark-flaking foraging behavior, is an important cue to look more closely for further evidence of an EAB infestation.

## Management

### Chemical Treatment

Early preventative treatment with insecticides is a highly effective strategy for protecting and preserving ash trees. There are multiple application methods and chemical options available depending on the level of pressure due to beetle population density. Once an ash shows greater than 40% crown decline, however, treatment efficacy is significantly impaired. Recovery, even after effective treatment, may not become apparent until the second year. Trees with greater than 50% dieback should be scheduled for removal as soon as practical to prevent hazardous conditions due to the brittle nature of dead ash wood.

Since it is challenging to detect trees with low larval densities, but undesirable to apply insecticides before EAB invades an area, treatments should ideally begin when EAB is found within 10-15 miles of an ash tree’s location. Research has shown that management techniques change as population levels build. Emerald ash borer population dynamics typically follow a pattern:

Early Stage (*Cusp of invasion*) - Over three to four years, populations slowly build; losses from EAB are less than 8% of the total ash tree population. Annual preventive treatments with soil-applied imidacloprid will protect ashes during this stage.

Peak Stage (*Crest of tree mortality*) - By year five of an infestation, EAB populations are very high. Most unprotected ash trees will be killed over the next four to five years. During this stage, root flare injection with emamectin benzoate every other year has been shown to be the most effective treatment to protect ash trees from the severe pressure presented by this pest.

Late Stage (Core infestation) - By this stage, most unprotected ashes have been killed and beetle populations are declining. Annual preventative treatments with soil-applied imidacloprid will again protect ash trees at this stage.

### **Sanitation**

Removal and destruction by chipping, burial, or burning is recommended for all heavily damaged ash. Wood should not be stored as firewood through the winter months and firewood should not be transported from areas known to be infested with emerald ash borer.

### **Cultural Practices**

Maintain the health of ash trees with good cultural practices including pruning, fertilization, proper mulching and irrigation during dry periods. This will reduce stress and improve the tolerance of trees to borer attacks.

### **Safety**

Trees infested by EAB may become weak and brittle rapidly. This loss of structural integrity can occur before advanced decline in the overall canopy is evident. This weak condition can lead to excessive danger for arborists when removing ash trees infested with EAB. For this reason, it may be recommended to proactively remove ash trees that are not going to be preventatively treated for EAB before decline begins.



**Founded in 1926, The Bartlett Tree Research Laboratories is the research wing of Bartlett Tree Experts. Scientists here develop guidelines for all of the Company's services. The Lab also houses a state-of-the-art plant diagnostic clinic and provides vital technical support to Bartlett arborists and field staff for the benefit of our clients.**



## EXHIBIT 10

### T C C

The F.A. Bartlett Tree Expert Company ("T E") provides tree-care and related consulting services to commercial and government clients. The agreed upon "Work" has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These terms combine with the approved Client Agreement and form the complete agreement between the parties.

### A TREE RI

#### 1.1 Tree Risk

- (a) The Client acknowledges that having trees on one's property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to conduct a tree risk assessment and report to the Client on risks to, and risks posed by, trees on or near the Client's property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client's property is for the Client to arrange to have a qualified tree risk assessment arborist conduct a tree risk assessment in accordance with industry standards periodically and after each major weather event to identify any defects or other conditions that present the risk of tree or limb failure and the potential consequences of such failure. Then, once a tree risk assessment is performed, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

### A T E R

#### 2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

#### 2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

#### 2.3 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers' compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

#### 2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute's A-300 Standards for tree care.

#### 2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts' representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.



## EXHIBIT 10

### 2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

### 2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

- (a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to; the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.
- (b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

### 2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

### 2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps, sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.

### 2.10 Global Positioning Systems

The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.

### 2.11 Advice, Opinions, Conclusions, and Recommendations

- (a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.
- (b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.

### 2.12 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a *Level 1 Limited Visual*, *Level 2 Basic*, or *Level 3 Advanced assessment* of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any *risk ratings* and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.
- (b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.
- (c) The Client understands that all *risk ratings* used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an *imminent* or *probable likelihood of failure*, or not identified with a *moderate*, *high*, or *extreme risk rating*, or not having a condition rating of *poor* or *dead* is "safe" or will not fail in any manner.
- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

## EXHIBIT 10

### 2.13 Tree or Plant Value Appraisals

- (a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.
- (b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.

### 2.14 Local and Tree-Related Permits

Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

### 2.15 Expert Witness and Testimony

The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.

### 2.16 Environmental Benefits Analyses

- (a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit analysis for the Client.
- (b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.

### 2.17 Tree and Property Hazards and Safety Issues

The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client infer that Bartlett Tree Experts assumes the responsibility for assessing, identifying, reporting, and/or correcting tree or property hazards or safety issues on or near the Client's property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.

### 2.18 Remote Sensing and Tree Canopy Analyses

- (a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as; the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.
- (b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual analyses, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.

### 2.19 Use of Drones and Drone-Related Equipment

- (a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information,

## EXHIBIT 10

imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process.

- (b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.

### 2.20 Decay and Wood Analysis Devices

- (a) The Client acknowledges that all decay and wood analysis devices have limitations, and the use of any such device should be used to supplement information regarding the decay or structural deficiencies within a tree(s), and not as the sole source of information.
- (b) If the Work requires the use of a decay or wood analysis device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay and/or wood analysis device to use based on the conditions present and the information needed to supplement and complete the Work.
- (c) The Client acknowledges and understands that the presence of decay or other structural weaknesses, such as air pockets, voids, cracks, burned wood, or other structural deficiencies, will more than likely lead the inspecting arborist to the same result with respect to the determination made on the overall structural integrity of the tree in question based on results from the decay and/or wood analysis device used, so the presence of any of these items in sufficient quantities will preclude the need to verify the presence of another, and in many cases it may not even be necessary for the type of device used to distinguish between the specific types of structural issues for the arborist to make a determination given all other objective evidence.

### 2.21 Diagnostic Services

Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some cases government quarantines may prohibit samples from being sent to a diagnostic clinic, and in some cases, determinations on samples may be inconclusive.

### 2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring

- (a) If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability.
- (b) If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.

### 2.23 Irrigation and Recycled Water Analyses

If the Work requires Bartlett Tree Experts to provide irrigation or recycled water analyses as a means of aiding the Client with their tree care needs, the analyses will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.

### 2.24 Bird, Water Fowl, and Wildlife Habitat Analyses

If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat analyses or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the analyses will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.

### 2.25 Endangered or Protected Species and Habitats

- (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or

## EXHIBIT 10

protected species and known habitats using government approved endangered or protected species or habitat information.

- (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.

### 2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

### 2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plants, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plant, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

### 2.28 Integrated Pest Management

- (a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.
- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

### 2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

### 2.30 Trees and Subsidence Analyses

- (a) If the Work involves Bartlett Tree Experts providing an analysis of the relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.
- (b) Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.

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### 2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

### 2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

### 2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

## A TREE C N I T I N

### 3.1 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

### 3.2 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.
- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

### 3.3 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

### 3.4 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.



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### 3.5 Stumps, Stump Grinding, Tree Grates

The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.

### 3.6 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an *extreme, high or moderate risk rating*, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

### 3.7 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

### 3.8 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

### 3.9 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

### 3.10 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

## A I P T E R E L T I N

### 4.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

### 4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the

## EXHIBIT 10

Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

### 4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

## A MI CELLANE

### 5.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.
- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

### 5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

### 5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

### 5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

### 5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

### 5.6 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

### 5.7 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

### 5.8 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.



## Overlake Golf and Country Club Driving Range Net Replacement Project

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### Landscape Planting Planning Guidance With Example Planting Layout

**PREPARED FOR:**

**Overlake Golf and Country Club**  
Attn. Cory Brown, Golf Course Superintendent

**PREPARED BY:**

Tyler Holladay, Consultant  
ISA Certified Arborist® #PN-8100A  
ISA Tree Risk Assessment Qualified  
GIS Specialist

**REVIEWED BY:**

Paul Hans Thompson, Managing Consulting Arborist  
ASCA Registered Consulting Arborist® #509  
ISA Certified Arborist® #PN-1838A  
ISA Tree Risk Assessment Qualified

**July 29, 2024**



**Urban Forestry Services**

**BARTLETT CONSULTING**

Divisions of The F.A. Bartlett Tree Expert Company

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**Attachments:**

Example Planting Layout Sheets – PL-00 – PL-06

Critical Root Zone (CRZ) Planting Detail

Tree Planting Specification

Tree Quality Cue Card

## Introduction

This report includes landscape planting planning guidance originating from, and informed by, recent field evaluation and reporting services (*Task 1*) I provided to Overlake Golf and Country Club (OGCC) management in June 2024. These planting planning services are referred to and outlined in our service contract under *Task 2*.

## Goals and objectives

Through *Task 2*, Overlake Golf & Country Club management is seeking arboricultural consulting services to assist in the development of general landscape restoration, planting, and establishment planning services to repair, replace, and improve the function and aesthetics that will be lost through the construction of the *Modified Option E* protective net alignment. Goals and priorities for these services include plant selection with an emphasis on aesthetics, sustainability, and low maintenance demands, as well as evergreen screening and strategies for creating layered and diverse visual buffering between the driving range and surrounding uses, in ways that help to soften and obstruct the planned protective net and support poles.

## Preliminary Evaluation

In May 2024, I evaluated the treed buffer and peripheral areas surrounding the OGCC driving range facility as part of the preliminary planning process for improvements to the facility's perimeter protective net system. The findings and recommendations from this evaluation are detailed in my June 18, 2024, *General Tree Evaluation with Preliminary Tree Preservation Recommendations* Report. Through this preliminary evaluation and tree preservation plan, OGCC management – Cory Brown and Samantha Smiley – have been able to make informed, educated approach determination surrounding the best approach for the treed buffer and net alignment moving forward.

## Proposed Net Alignment

OGCC plans to move forward with '*Modified Option E*.' This option was developed and provided as a recommendation through my June 2024 report, which received significant input from Cory Brown during the development of the report. *Modified Option E* is expected to balance costs, improve aesthetics, allow for better preservation and protection of higher-value existing perimeter trees, and protect critical view sightlines better than other proposed options. Modified Option E will not necessarily provide a significant reduction in tree removals compared to other compared options; however, the trees that can be retained are expected to incur fewer impacts and be better protected, present fewer vegetation clearance conflicts with the net in the future, and will have a better chance of remaining viable in the long term.

## Proposed Removal and Retention

Seventy-seven (77) trees will likely require removal as a result of *Modified Option E* due to significant or direct impacts to the trees during construction and to prevent future branch and foliar conflicts with the new net. The remaining 96 trees surrounding the alignment may be retained with protection, along with various other treatments detailed in my June 18, 2024 report. The expected loss of trees through Modified Option E presents opportunities for improving the landscape's aesthetics and environmental function.



## EXHIBIT 11

### Restoration and Improvements

Through site evaluations, GIS analysis, and discussions with Cory and Samantha, I estimate that restoration and improvement areas may encompass roughly 49,000 ft<sup>2</sup>, including *primary* and *peripheral* planting areas:

- Roughly 34,000 ft<sup>2</sup> of plantable space will be available after tree removal that can be improved through new tree plantings. These areas are referred to herein as *primary improvement opportunity areas*.
- Roughly 15,000 ft<sup>2</sup> of additional space not directly made possible because of tree removal/net improvements has been identified outside of the *primary improvement opportunity areas*. These areas are referred to herein as *peripheral improvement opportunity areas*.

To meet the goals of this plan, I propose approximately 140 trees of varying sizes and species planted in strategic and intentional groupings.

*Table 1. Tree type selection overview*

Common Name	Scientific Name	Est. Quantity
<b>Small-Medium</b>		<b>82</b>
Broadleaf		43
Conifer		39
<b>Medium-Large</b>		<b>34</b>
Broadleaf		11
Conifer		23
<b>Large-XL</b>		<b>24</b>
Broadleaf		10
Conifer		14
<b>Total =</b>		<b>140</b>

Planting these trees over fall and winter while they are dormant will be key for reducing transplant stress and tree mortality in the first few years after planting. Fall-planted trees are less vulnerable to stress during extreme summer heat than those planted in spring or summer. Maintaining irrigation, mulch, and weed management over the first three to five years after planting is essential to promoting strong plant establishment and canopy coverage.

This report includes recommendations and specifications for budgeting and implementing the project in stages over multiple years.

### Findings

Landscape planning, herein, is informed by a combination of my initial fieldwork and analysis and discussions with Cory and Samantha throughout *Task 1* of this project. Further discussions with Cory and Samantha, specifically surrounding OGCC landscape aesthetic, layout, and tree species preferences, were had on July 2, 2024, as part of *Task 2*.

My June 18, 2024, General Tree Evaluation with Preliminary Tree Preservation Recommendations Report details my findings and recommendations regarding tree loss, tree retention, and protection.

## EXHIBIT 11

The information below, surrounding improvement areas, is specific to this report and was not detailed in prior reporting.

### *Tree Loss – existing trees to remove*

Seventy-seven (77) trees will likely require removal as a result of *Modified Option E* due to significant or direct impacts to the trees during construction and to prevent future branch and foliar conflicts with the new net.

### *Tree Retention – existing trees to retain and protect*

Ninety-six (96) trees surrounding the alignment may be retained with protection. Some of these trees will require pruning and other treatments for their retention to be effective. Continued protection of these trees during landscape improvements will be imperative to their long-term viability in addition to those protections outlined in our prior report for tree removals, net demolition, and construction.

*Photo 2.* This photo, looking south from the northern perimeter of the golf course, provides examples of the spatial layering, species diversity, and aesthetic texture and color that our planting layout and species selection seek to achieve. Note how larger trees in the foreground contribute significant and effective screening for surrounding residential properties; this screening compounds over distance with other plantings throughout the landscape and can be strategically placed. Also, note the subtle textures and colors of the more diverse eastern outer perimeter of the driving range (central frame in the background); our example planting layout seeks to achieve a similar aesthetic for the interior of the driving range which we feel will unify the surrounding landscape with the range.



## EXHIBIT 11

### *Improvement Opportunity Areas*

In total, this plan identifies roughly 49,000 ft<sup>2</sup> of plantable space for trees of varying sizes and species within *primary* and *peripheral* improvement opportunity areas.

*Primary improvement opportunity areas* are those that immediately surround areas of tree impact and loss, areas where existing canopy will be lost through tree removal or pruning activities. These areas are generally already populated by plant coverage and are immediately around the proposed *Modified Option E* net alignment. Through canopy coverage analysis of removed and impacted trees and trees to be retained, I have identified approximately 35,000 ft<sup>2</sup> of plantable space within these primary improvement areas

*Peripheral improvement opportunity areas* are those that exist outside of the areas of immediate impact and loss, but which have been identified as strategic contributions to the overall layered visual buffering goals of this plan. These peripheral areas were identified and confirmed and options through my discussions with Cory and Samantha during our July 2, 2024, planning meeting. These areas total approximately 15,000 ft<sup>2</sup> of plantable space. These peripheral areas generally include the following, which are shown in the attached Example Planting Layout sheets – PL-00 – PI-06.

- Select pocket plantings to the west of the pathway along the west perimeter of the driving range. These are meant to provide additional temporal layering obstructions for viewers from outside the driving range (i.e. golfers and residential property owners)
- Select pocket plantings along the westmost property edge adjacent to the east of residential properties. These are primarily meant to provide additional temporal layering obstructions for residential viewers from outside the driving range.
- One larger proposed stand of trees to the northeast of the driving range within the main golf course. This planting serves to replace trees in the location that were lost in the past and to replace the visual barrier the trees provided, and which were valued by, the residential neighbors to the north.

## Recommendations

### *Trees and Shrub Selection*

The criteria for tree species selection for the opportunity areas include mature tree heights that correlate to the planned net and support pole heights, varying tree heights to provide a diverse height structure, plant tolerance to existing growing conditions and observed pests and diseases, evergreen and seasonal screening, and ease of maintenance. Some subtle seasonal interest features, such as spring flowers and fall colors, were also considered to provide added aesthetics and visual interest and to help further soften and obscure the net alignment. Species diversity was another important element that was considered. Species diversity will help avoid the risk of severe pest and disease issues that can arise when there is a concentration of a single or very few different species within large planting areas.

Table 2 below provides a general overview of my recommended selection of trees suitable for the site's growing conditions and that meet the above criteria. The attached Example Planting Layout includes a more comprehensive version of this list, including details on recommended sizing, spacing, and other details.

Through planning meetings with Cory and Samantha, understory woody plants and shrubs were discussed for the subject opportunity areas. It was determined through these discussions that understory shrubs may interfere with maintenance requirements for the course in the areas, as well as gameplay for members. For areas within and surrounding the driving range it is important that management is able to have access to collect golf balls and maintain the net in these areas. Similarly, members often need to retrieve their golf balls from treed areas when the ball lands in these areas. As such, lower-growing woody understory plants and shrubs are excluded from this plan.

# EXHIBIT 11

Table 2. Tree type and species selection list

Common Name	Scientific Name	Est. Quantity
<b>Small-Medium</b>		<b>82</b>
<b>Broadleaf</b>		<b>43</b>
hazlenut	<i>Corulus cornuta</i>	TBD
serviceberry	<i>Amelanchier alnifolia</i>	TBD
Pacific dogwood	<i>Cornus nuttallii</i>	TBD
Persian ironwood	<i>Parrotia persica</i>	TBD
<b>Conifer</b>		<b>39</b>
shore pine	<i>Pinus contorta</i> 'Contorta'	TBD
Pacific yew	<i>Taxus brevifolia</i>	TBD
mugo pine	<i>Pinus mugo</i>	TBD
Bosnian pine	<i>Pinus leucodermis</i>	TBD
<b>Medium-Large</b>		<b>34</b>
<b>Broadleaf</b>		<b>11</b>
Garry oak	<i>Quercus garryana</i>	TBD
katsura	<i>Cercidiphyllum japonicum</i>	TBD
Crimson King Norway maple	<i>Acer platanoides</i> 'Crimson King'	TBD
black gum	<i>Nyssa sylvatica</i>	TBD
<b>Conifer</b>		<b>23</b>
Austrian pine	<i>Pinus nigra</i>	TBD
Norway spruce	<i>Picea abies</i>	TBD
Alaska cedar	<i>Callitropsis nootkatensis</i>	TBD
juniper	<i>Juniperus (occidentalis or maritima)</i>	TBD
Serbian spruce	<i>Picea omorika</i>	TBD
incense cedar	<i>Calocedrus decurrens</i>	TBD
<b>Large-XL</b>		<b>24</b>
<b>Broadleaf</b>		<b>10</b>
Siberian elm	<i>Ulmus pumila</i>	TBD
copper/purple beach	<i>Fagus sylvatica</i> 'Atropunicea'	TBD
swamp white oak	<i>Quercus bicolor</i>	TBD
Japanese zelkova	<i>Zelkova seratta</i>	TBD
<b>Conifer</b>		<b>14</b>
Douglas fir	<i>Pseudotsuga menziesii</i>	TBD
Sitka spruce	<i>Picea sitchensis</i>	TBD
western white pine	<i>Pinus monticola</i>	TBD
coast redwood	<i>Sequoia sempervirens</i>	TBD
giant sequoia	<i>Sequoiadendron giganteum</i>	TBD
ponderosa pine	<i>Pinus ponderosa</i>	TBD
<b>Total =</b>		<b>140</b>



## Protection Considerations

Below are important recommendations for protecting existing trees slated for retention while preparing the site for new planting and installing and establishing plants. Existing trees to be retained will also need to receive adequate protection during the demolition of the existing net/fencing infrastructure and construction of the new net system. The following considerations are specific to the planting of new trees.

### *Protect and maintain the health of retained trees.*

- Protect the root zone and canopy space of all trees retained within all *primary* and *peripheral* improvement areas.
- Protect a Critical Root Zone (CRZ) radius of 1-foot per inch of trunk diameter measured at 4.5-feet above grade from soil disturbance or grade changes. See the attached *Critical Root Zone (CRZ) Planting Detail*.
- Place new trees outside of the Interior CRZ (ICRZ) and dripline of existing retained trees to limit impacts to roots and to avoid competition between existing and newly planted trees.

### *Use low-impact methods for plant removal and soil preparation.*

- Avoiding significant soil disturbance is important to protect the root systems and soil around the retained trees.
- Carefully remove trees in a way that does not damage the surrounding roots or soil of surrounding retained trees.
- Grind the stumps of removed trees if needed. If not needed for planting or prep leave stumps in place and cut low to the ground.
- Use portable ground protection mats to protect the soil from compaction where equipment will be used within opportunity areas.
- Apply woody mulch throughout the improvement areas immediately after a section of trees is removed. Maintain mulch for trees after planting. Mulch will protect the soil, suppress weeds, and condition the soil for planting. Mulch is also beneficial to the health of retained trees.
  - Stump grindings can be spread as part of the mulch layer.
  - On average, place mulch 4 to 6 inches deep. Deeper mulch can be used in more open areas where new canopy will be slow to fill in for greater long-term weed suppression.
  - Do not bury retained tree trunks with mulch. Maintain a minimum 6-inch radius of bare soil around tree trunks.
  - Rake the mulch away to expose the ground for planting holes and redistribute the excess mulch around and between the new trees and shrubs.

I estimate 500 to 800 cubic yards may be needed to meet the full coverage needs for the proposed planting areas outlined above. At a minimum, each existing protected tree should receive a ring of woodchip mulch within its ICRZ, and newly planted trees should receive a ring of woodchip mulch within their CRZ; this minimum would likely amount to 200 to 400 cubic yards of mulch.

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Woody mulch can be blown in place by suppliers such as Cedar Grove or Pacific Topsoils, Inc. (Photo 6). The mulch should be primarily wood chips passing a 2.5-inch screen, with few fines. The coarse woody material will provide optimal weed suppression and soil conditioning properties. Materials with too many fine particles are less effective at weed suppression.

Arborist wood chips are an excellent material to use. Only accept clean loads of arborist wood chips that are free of large woody debris and that don't contain English ivy or other noxious weeds. Ensure woodchips are not coming from contaminated sites where known pests or diseases could be transferred from. If a more uniform appearance is desired, a base layer of arborist woodchips can be topped with a final inch or two of a vendor-supplied screened woody mulch. The website <https://getchipdrop.com/> is a resource for obtaining free delivery of arborist wood chips.

### *Irrigation for new tree and shrub establishment.*

- Existing irrigation is present on-site and within the opportunity areas; however, I have not closely evaluated the schedule and orientation of the irrigation. Existing irrigation may need to be retrofitted or adjusted to accommodate new plantings.
- Irrigation will be required during the first three to five years of establishment. Tree and site conditions should be evaluated after five years to determine if routine irrigation can be phased out at that time. Retaining the option to irrigate the perimeter bed during exceptionally dry seasons in the future should be considered.

### *Task schedule and timing.*

The timing of landscape tasks to work in sync with tree growth and seasonal cycles will greatly improve the success of the efforts.

Fall planting of trees allows for new roots to grow and begin establishment over the winter months. The benefits are less transplant shock and mortality, more vigorous new growth in the first season, and lower demands and costs for summer irrigation. As a general practice, trees planted when they are dormant, between fall and through the winter before buds begin to swell, establish better with fewer aftercare needs than trees planted in spring. This is especially significant for projects involving large numbers of trees and where there may be limitations on regular irrigation. Planting in summer, especially on sites with full sun exposure, has the greatest risks for transplant failure, poor growth, and increased aftercare costs.

Newly planted trees and shrubs should be scheduled for weekly monitoring and care between April and September during the first year after planting, with attention to irrigation, weeding, and maintaining mulch cover.

In years two and three after planting, monitoring and irrigation frequency can be tapered off to two- and three-week intervals, respectively, and as indicated by plant needs and seasonal conditions. Continue periodic monitoring and needed care through years four and five. Most trees should be well established after three years, but some may still need a bit of additional care.

Young trees should be pruned for future strength and structure during their first years of

establishment. Trees planted adjacent to the planned net and pole alignment should especially be pruned early to train future growth away from the net. Early training will reduce future pruning demands, the potential for branch failures related to poor structure, and vegetation conflicts with the net. Prune trees to the ANSI A300 (Part 1) – 2017 Pruning Standards and ISA Pruning Best Practices handbook.

## Implementation Phases and Scheduling

Implementation of this plan has yet to be solidified. The OGCC is still in the preliminary planning and permitting process. Remaining planning and permitting may take time; as such, the specific timing of when work may begin is not known at this time.

Planting new trees over fall and winter while they are dormant will be key for reducing transplant stress and tree mortality in the first few years after planting. Fall-planted trees are less vulnerable to stress during extreme summer heat than those planted in spring or summer. Maintaining irrigation, mulch, and weed management over the first three to five years after planting is essential to promoting strong plant establishment and canopy coverage. General considerations for the timing of project and landscape renovation tasks are provided below.

<b>September – October</b>	The ground is generally dry and passable with equipment during these months. These are ideal conditions for fencing demolition and deconstruction and construction of the new net system. Associated tree removal, stump grinding and site prep activities, mulch application, and tree planting can be done during these months.
<b>November – March</b>	The ground can generally be more saturated and less passable with equipment during these months. The ground will likely need to be protected with portable ground protection mats or thick plywood to support equipment if demolition and construction activities commence during these months. Activities such as tree removal, stump grinding and site prep activities, mulch application, and tree planting can be done during these months.
<b>February – April</b>	These months are less ideal for planting as warmer, dryer months approach. Demolition and construction may occur during these months in anticipation of fall plantings. Monitor and manage emergent weed seedlings. Refresh mulch less than 2 inches deep. If planted earlier, inspect new trees and prune as needed for structural training for young trees.
<b>April – September</b>	These months are not ideal for planting due to the active growing period in combination with warm, dry weather. The ground is generally dryer and more passable with equipment during these months. Demolition and construction may occur during these months in anticipation of fall plantings. If planted earlier, care and maintenance for new plantings should be prioritized, i.e., irrigation, weeding, mulching, adjusting tree ties and stakes as needed, pruning/training for future net clearance needs, etc.



## Example Planting Layout

A recommended example planting layout showing the general location and groupings of trees is provided in the attached *Example Planting Layout - PL-00 – PL-06*. This example is meant as a general guide/concept and may need to be altered or changed to best fit the reality on site. The exact placement of trees, the number of trees to plant, and the square feet of bed area to be mulched should be determined based on actual field conditions and measurements for each area to be planted.

The number of trees to obtain is estimated based on recommended on-center spacing and grouping distribution as shown in the *Example Planting Layout*. More (or fewer) trees may be needed depending on the reality on site. Species selection is provided in Table 2 and also provided in more detail as part of the attached Example Planting Layout. Final species selection shall be determined by management based on management preference and nursery stock availability in the leadup to planting. Stake the tree locations in the field to verify and mark the correct spacing between the new trees and surrounding existing trees and the new net alignment.

### Linear vs. nonlinear planting considerations

As discussed with Cory and Samantha, the OGCC holds a strong desire to maintain a ‘natural’ aesthetic in the landscape that evokes a feeling of a “golf course among a forest.” (described by Cory (paraphrased)). To best achieve this, we discussed that a nonlinear/less-linear planting layout would provide a more natural and varied aesthetic than the linear aesthetic of what currently exists with the Leyland cypress perimeter row that is recommended for removal. Removal of these trees opens the space to opportunities for more diversity in tree species, size, structure, color, texture, etc., through “less-linear” plantings seen elsewhere throughout the golf course landscape.

A less linear approach is also likely to provide better visual softening and blending of the new net alignment compared to the existing planting that, through its linearity, calls attention to the fenced/net boundary. By approaching the plantings through varied, disparate groupings, the goal of softening and obscuring the net and poles will be best achieved. This approach can provide the subtly formal natural aesthetic members enjoy with accent areas of interest seasonally through different species types.

Less-linear tree groupings discreetly placed throughout the opportunity areas can create visual obstructions through temporal layering effects that may soften and obscure the view of the net. Nonlinear groupings may help obscure or disconnect the new net and pole alignment from the viewer's perception, whereas a linear layout like the existing Leyland planting might call attention to the alignment.

### Nursery Stock Sources and Specifications

Purchasing good quality nursery stock is the first step toward ensuring the future success of tree planting. All stock should meet the [American Nursery Stock Standard, Z-60.1, 2014](#). The Urban Tree Foundation Tree Quality Cue Card that is included in the Appendix provides essential guidelines for choosing good stock. It can be helpful to request photos of nursery stock from growers before confirming orders.

Harndens' Tree Nursery in Snohomish, WA, and Urban Forest Nursery, Inc. in Mount Vernon

## EXHIBIT 11

Washington are two large local tree nurseries which stock a good selection of landscape trees, including shade and ornamental species. Working with a plant broker is an efficient means of sourcing and arranging delivery of larger plant orders. Two local brokers we can recommend are Pacific Plants, Inc., Issaquah, WA and Wetlands and Woodlands Wholesale Nursery, Inc., Woodinville, WA. It may be worthwhile to consider acquiring deciduous trees as bare root stock for planting in winter. While there is a very limited period of time when bare root trees can be planted, and the selection of varieties may be limited, bare root stock can be a cost-effective approach for large projects when the trees can be properly handled and planted correctly. A plant broker can help with sourcing and evaluating the feasibility of incorporating bare-root planting into the overall renovation plans.

Recommended nursery stock sizes are provided in the attached *Example Planting Layout – Species Selection Table* - PL-06.

### Planting Specifications

Correct planting practices are a vital investment in tree planting's future success. Improper root ball preparation and planting too deep are common planting errors that lead to long-term problems and transplant failures. These are important details to inspect and do correctly during tree installation. A planting detail is attached.

Instructions for planting bare root stock can be found at this University of Florida Landscape Plants link: <https://hort.ifas.ufl.edu/woody/bare-root.shtml>.

### Establishment and After Care

Providing post-planting care will promote strong early establishment, improve long-term tree performance, and reduce costs for plant replacement and future maintenance. Table 3 below provides a general calendar of post-planting maintenance. A good approach is to give first-year trees the highest level of attention, tapering off each year until trees show good vigor and growth at less frequent irrigation intervals.

Pruning young trees for future structure and site sustainability with surrounding infrastructure is an important task that is often overlooked. A few simple cuts while trees are small can have long-reaching benefits. Early training reduces future pruning demands and the potential for branch failures related to poor structure. Early pruning can also reduce future conflicts with infrastructure by guiding growth away from certain features (i.e. net and pole alignment)

At planting, only prune to remove any broken branches, and to correct a double or competing leader. Inspect trees annually for the first five years after planting and prune as needed. For more challenging structural pruning issues, assistance from an ISA Certified Arborist® will be helpful. All pruning should be done according to ANSI A300 (Part 1) – 2017 Pruning Standards and ISA Pruning Best Practices handbook to maintain good tree health and structure.

# EXHIBIT 11

Table 3. General Calendar of Maintenance for the First Five Years of Establishment

Task	Task Detail	Maintenance Calendar for New Tree Establishment											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mulch													
Ideally, the entirety of the planting beds should be mulched to provide an optimal soil environment for the existing and new trees. At a minimum, each existing protected tree should receive a ring of woodchip mulch within its ICRZ, and newly planted trees should receive a ring of woodchip mulch within their CRZ													
Maintain mulch cover around new trees. Years 1 to 5 and beyond.	Replenish mulch that is less than 2 inches for a total depth of 4 inches.												
Irrigation													
Water deeply and infrequently to wet the root ball to a minimum of 12 inches deep. Allow the soil to drain and dry partially between applications. Probe the soil before watering and water when the soil is partially dry. Probe the soil after watering to monitor water penetration depth.													
Year 1	Water 1x/week, minimum. Monitor trees for drought stress.												
Year 2	Monitor trees and soil moisture biweekly. Water bi-weekly in average weather, more often during heat waves.												
Year 3	Monitor trees and soil moisture biweekly. Water every 3 to 4 weeks in average weather.												
Years 4 to 5	Monitor every 3 to 4 weeks. Water as needed, tapering off as trees become well-established.												
Weed Control													
General weed control. Manage and uproot woody weeds as needed in years 1 to 5, and beyond	Prevent weeds from competing with new trees and shrubs. Remove seedlings before they exceed 2 to 3-foot height.												
Tree Stakes & Ties													
Stake if needed. Many B&B trees do not need staking. Stake bare root and Container stock. Place Stakes outside the root ball.													
Monitor, Year 1	Check stakes and ties. Adjust to prevent girdling.												
Remove, Year 2	If trees are not firm without stakes, inspect for and address root problems.												
Pruning													
Years 2-5 and beyond as needed.	Remove dead branches. Structural pruning. Training branches away from new net alignment.												



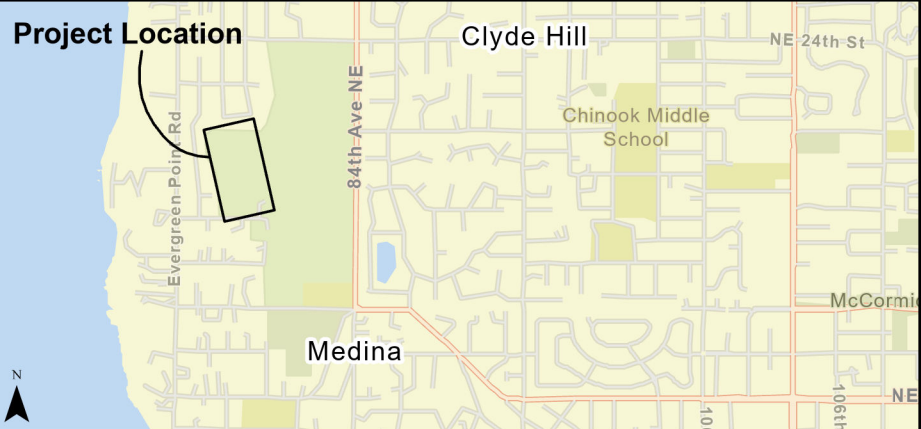
## EXHIBIT 11

I hope the information and recommendations provided in this report will be productive in helping you meet your goals for restoring and improving the driving range's primary perimeter landscape and peripheral areas. Please let me know if you have any questions regarding these recommendations.




A handwritten signature in black ink, appearing to read 'Th', with a stylized flourish at the end.

Tyler Holladay, Consultant  
Email: [tholladay@bartlett.com](mailto:tholladay@bartlett.com)





**Symbols: (Approximate location)**

-  Modified Option E Net and Pole Alignment
-  Primary Improvement Opportunity Areas: ~ 34,000 ft<sup>2</sup>
-  Peripheral Improvement Opportunity Areas: ~ 15,000 ft<sup>2</sup>

*In total, this plan identifies roughly **49,000 ft<sup>2</sup>** of plantable space for trees of varying sizes and species within primary and peripheral improvement opportunity areas.*

*For descriptions of 'Primary' and 'Peripheral' areas reference the report. Species selection and associated details can be found on sheet PL-06*



Urban Forestry Services  
BARTLETT CONSULTING  
Divisions of The F.A. Bartlett Tree Expert Company  
15119 McLean Road  
Mount Vernon, WA, 98273  
1(360)-399-1377  
urbanforestryservices.com



OVERLAKE

Example Planting Layout - Overview

Overlake Driving Range Net Improvement Project

Overlake Golf and Country Club  
8000 NE 16th Street  
Medina, Washington 98039



CERTIFIED ARBORIST  
ISA



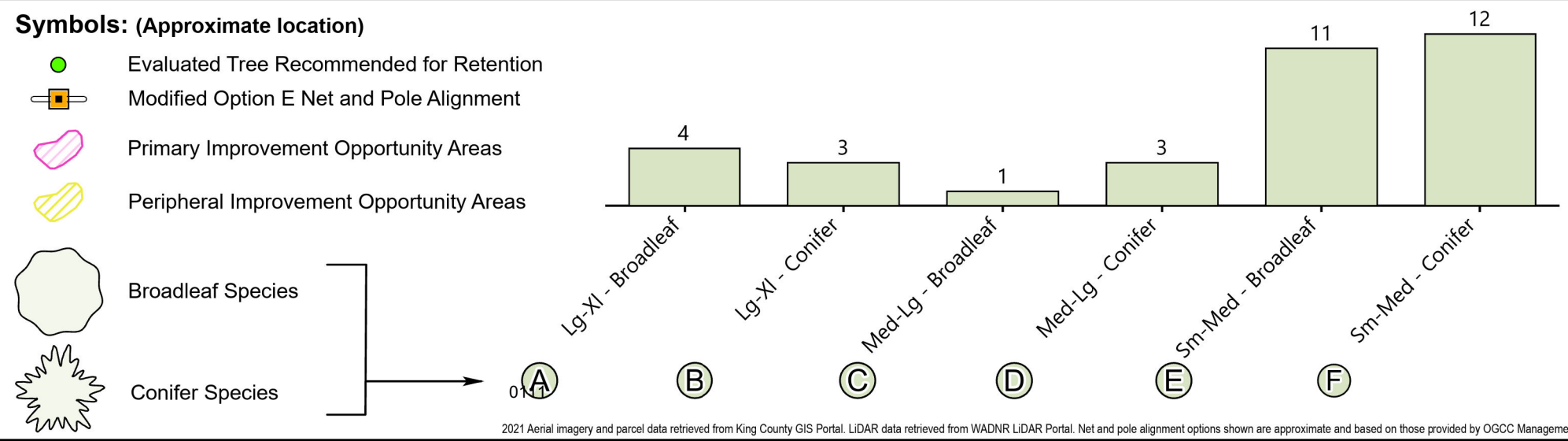
Pacific Northwest ISA  
asca  
AMERICAN SOCIETY OF CONSULTING ARBORISTS

PL-00

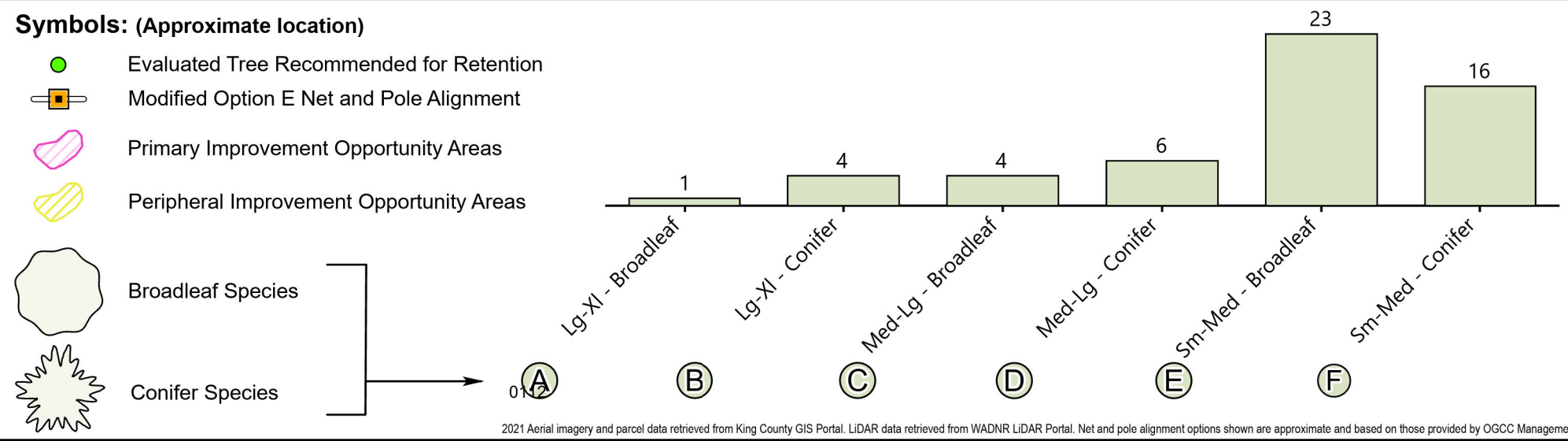




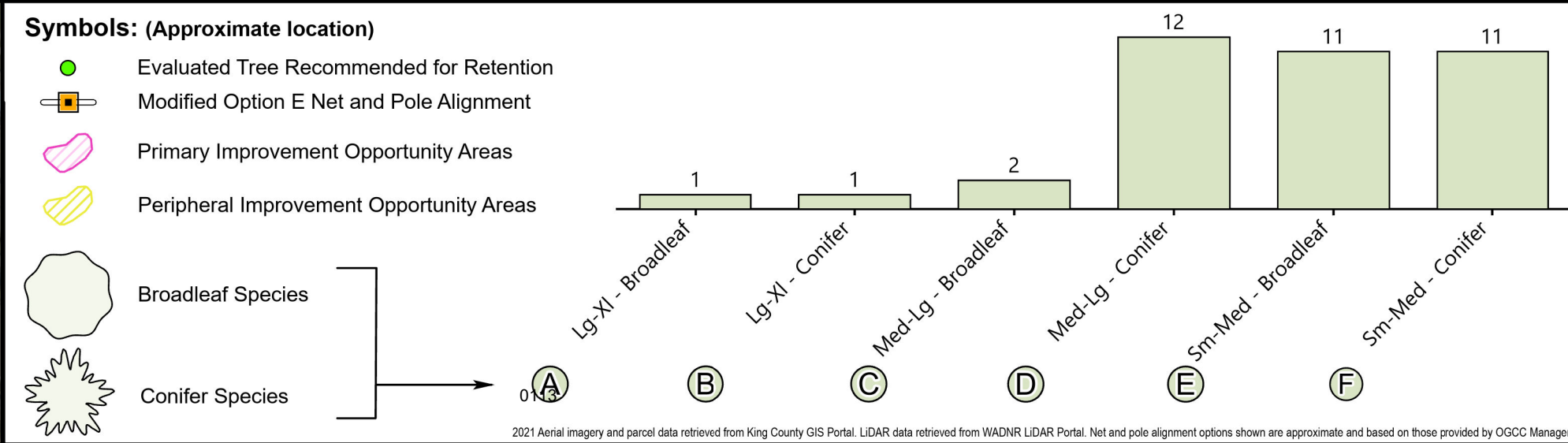
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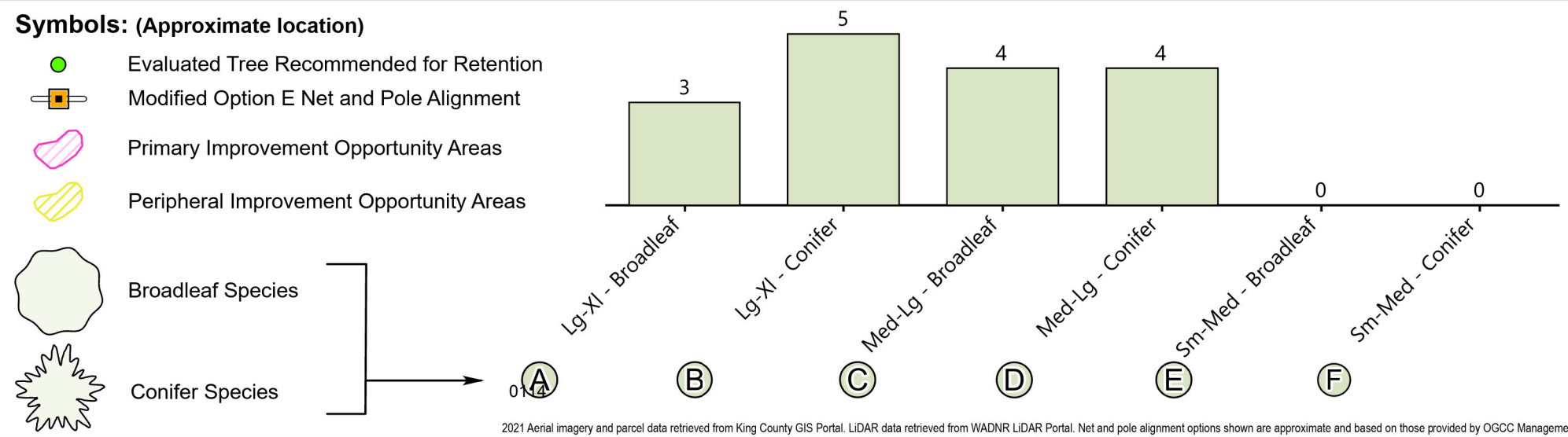




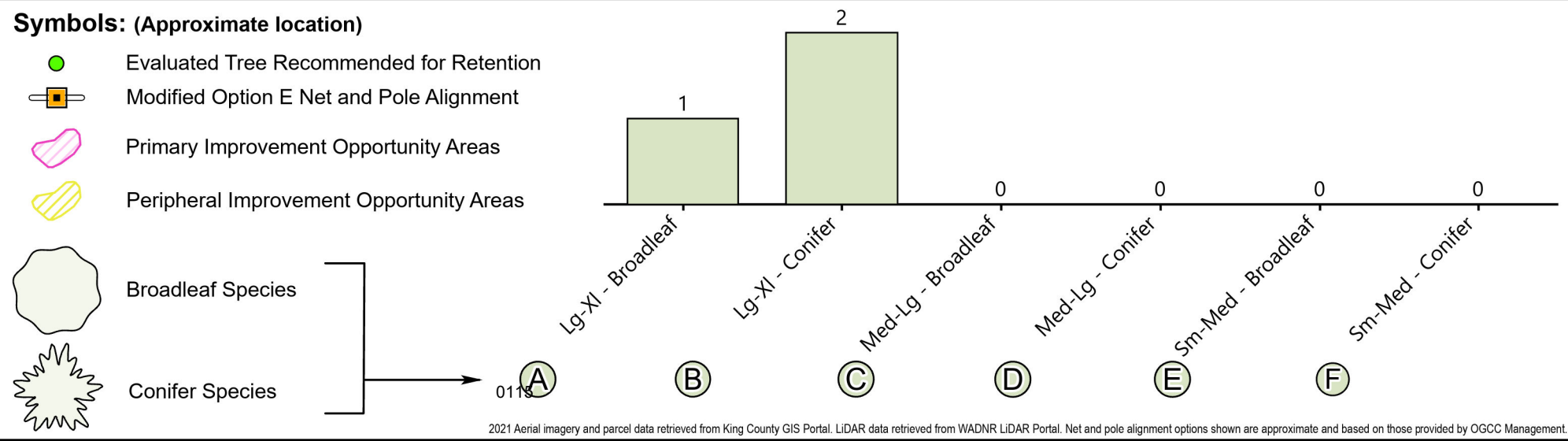














Symbol

Common Name

Scientific Name

Est. Quantity

EXHIBIT 11  
Min. Stock Size

Min. OC Spacing (ft) Height (ft) Canopy (ft) Flowering? Fall color?



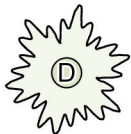
<b>Trees: Small-Medium</b>		<b>82</b>							
<b>Broadleaf</b>		<b>43</b>							
hazlenut	<i>Corulus cornuta</i>	<i>TBD</i>	4-5' tall multi-stem, fully branched to the ground ok	8	15	15		Y/O	
serviceberry	<i>Amelanchier alnifolia</i>	<i>TBD</i>	4-5' tall multi-stem, fully branched to the ground ok	8	20	15	Y	Y/O/R	
Pacific dogwood	<i>Cornus nuttallii</i>	<i>TBD</i>	1.5" caliper, 8 to 10' tall, single leader, lower trunks clear of branches to 4'	8	30	15	Y	Y/O/R	
Persian ironwood	<i>Parrotia persica</i>	<i>TBD</i>	1.5" caliper, 8 to 10' tall, single leader, lower trunks clear of branches to 4'	8	30	20		Y/O/R	



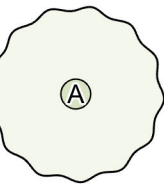
<b>Conifer</b>		<b>39</b>							
shore pine	<i>Pinus contorta 'Contorta'</i>	<i>TBD</i>	5-6' tall, multi-stem or single leader, fully branched to the ground	8	30	20			
Pacific yew	<i>Taxus brevifolia</i>	<i>TBD</i>	4-5' tall, multi-stem or single leader, fully branched to the ground	8	30	15			
mugo pine	<i>Pinus mugo</i>	<i>TBD</i>	4-5' tall, multi-stem or single leader, fully branched to the ground	8	15	15			
Bosnian pine	<i>Pinus leucodermis</i>	<i>TBD</i>	5-6' tall, single leader, fully branched to the ground	8	30	20			



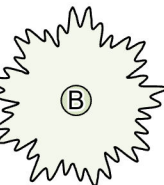
<b>Trees: Medium-Large</b>		<b>34</b>							
<b>Broadleaf</b>		<b>11</b>							
Garry oak	<i>Quercus garryana</i>	<i>TBD</i>	1.5 – 1.75" caliper, 8 to 10' tall, single leader, lower trunks clear of branches to 5'	14	50	25		B	
katsura	<i>Cercidiphyllum japonicum</i>	<i>TBD</i>	1.5 – 1.75" caliper, 8 to 10' tall, single leader, lower trunks clear of branches to 5'	14	50	20		Y/O	
Crimson King Norway maple	<i>Acer platanoides 'Crimson King'</i>	<i>TBD</i>	1.5 – 1.75" caliper, 8 to 10' tall, single leader, lower trunks clear of branches to 5'	14	40	25			
black gum	<i>Nyssa sylvatica</i>	<i>TBD</i>	1.5 – 1.75" caliper, 8 to 10' tall, single leader, lower trunks clear of branches to 5'	14	40	25		O/R	



<b>Conifer</b>		<b>23</b>							
Austrian pine	<i>Pinus nigra</i>	<i>TBD</i>	5-6' tall, single leader, fully branched to the ground	14	50	25			
Norway spruce	<i>Picea abies</i>	<i>TBD</i>	5-6' tall, single leader, fully branched to the ground	14	60	25			
Alaska cedar	<i>Callitropsis nootkatensis</i>	<i>TBD</i>	5-6' tall, single leader, fully branched to the ground	14	50	15			
juniper	<i>Juniperus (occidentalis or maritima)</i>	<i>TBD</i>	5-6' tall, multi-stem or single leader, fully branched to the ground	14	40	15			
Serbian spruce	<i>Picea omorika</i>	<i>TBD</i>	5-6' tall, single leader, fully branched to the ground	14	50	15			
incense cedar	<i>Calocedrus decurrens</i>	<i>TBD</i>	5-6' tall, single leader, fully branched to the ground	14	80	20			



<b>Trees: Large-XL</b>		<b>24</b>							
<b>Broadleaf</b>		<b>10</b>							
Siberian elm	<i>Ulmus pumila</i>	<i>TBD</i>	2-3" caliper, 12 to 15' tall, single leader, lower trunks clear of branches to 5'	20	60	30		Y	
copper/purple beach	<i>Fagus sylvatica 'Atropunicea'</i>	<i>TBD</i>	2-3" caliper, 12 to 15' tall, single leader, lower trunks clear of branches to 5'	20	60	30			
swamp white oak	<i>Quercus bicolor</i>	<i>TBD</i>	2-3" caliper, 12 to 15' tall, single leader, lower trunks clear of branches to 5'	20	60	30		O	
Japanese zelkova	<i>Zelkova seratta</i>	<i>TBD</i>	2-3" caliper, 12 to 15' tall, single leader, lower trunks clear of branches to 5'	20	60	30		Y	

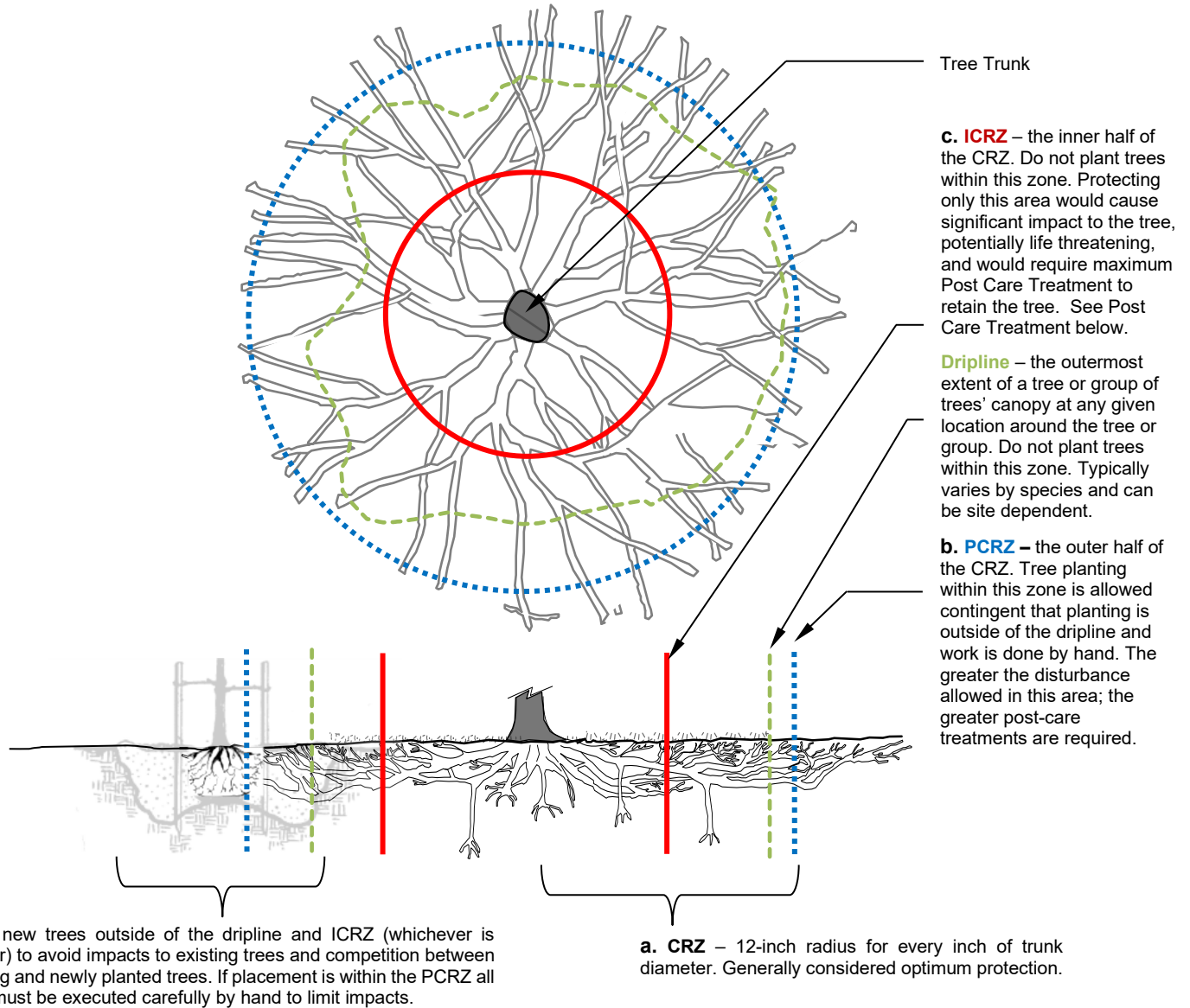


<b>Conifer</b>		<b>14</b>							
Douglas fir	<i>Pseudotsuga menziesii</i>	<i>TBD</i>	6-8' tall, single leader, fully branched to the ground	20	100	30			
Sitka spruce	<i>Picea sitchensis</i>	<i>TBD</i>	6-8' tall, single leader, fully branched to the ground	20	90	30			
western white pine	<i>Pinus monticola</i>	<i>TBD</i>	6-8' tall, single leader, fully branched to the ground	20	80	30			
coast redwood	<i>Sequoia sempervirens</i>	<i>TBD</i>	6-8' tall, single leader, fully branched to the ground	20	100	30			
giant sequoia	<i>Sequoiadendron giganteum</i>	<i>TBD</i>	6-8' tall, single leader, fully branched to the ground	20	120	30			
ponderosa pine	<i>Pinus ponderosa</i>	<i>TBD</i>	6-8' tall, single leader, fully branched to the ground	20	100	30			

Total = 140

0116


# EXHIBIT 11



- a. CRITICAL ROOT ZONE (CRZ)** – The CRZ of a tree is established based on trunk diameter measured at 4.5-feet from grade (DBH). The CRZ is a generalized circular area which has a radius of 12-inches to every inch trunk diameter. Root systems will vary both in depth and spread depending on size of tree, soils, water table, species and other factors. However, this CRZ description is generally accepted in the tree industry. Protecting this entire area is optimum and should, in theory, result in no adverse impact to a tree.

The CRZ can be further differentiated into the 'Perimeter' and 'Interior' CRZs to help evaluate potential impacts and required post-care.

- b. PERIMETER CRITICAL ROOT ZONE (PCRZ)** – the full PCRZ is generally considered the optimum amount of root protection for a tree. The further one encroaches into the PCRZ (but not into the ICRZ) the greater post-care treatments the tree will require to remain alive and stable.
- c. INTERIOR CRITICAL ROOT ZONE (ICRZ)** – The absolute maximum disturbance allowed for a tree should leave the 'Interior' CRZ undisturbed if the tree is to have any chance of long-term survival. The ICRZ is half the radius of the full CRZ/PCRZ. Disturbance into the ICRZ could destabilize or cause the tree to decline. The ICRZ approximately equals the size of a root-ball needed to transplant this tree, which in turn would require extensive post-care treatments and possibly guying or propping to stabilize the tree. Post Care Treatment includes but may not be limited to; regular irrigation, misting, root treatment with special root hormones, mulching, guying and monitoring during construction and for several years following impacts.

 <p><b>Urban Forestry Services</b> BARTLETT CONSULTING Divisions of The F.A. Bartlett Tree Expert Company 15119 McLean Road Mount Vernon, WA 98273 1 (360) 399-1377</p>	<h2>CRITICAL ROOT ZONE (CRZ) PLANTING DETAIL</h2> <p>© Urban Forestry Services   Bartlett Consulting – A Division of The F. A. Bartlett Tree Expert Company, July 2024. This document has been prepared specifically for UFS BC related projects and may not be suitable for use on other projects, or in other applications, and/or without the approval and participation of The F.A. Bartlett Tree Expert Company.</p>	
		<p>Not to scale</p> <p><b>CRZ - 01</b></p>



# TREE PLANTING DETAIL

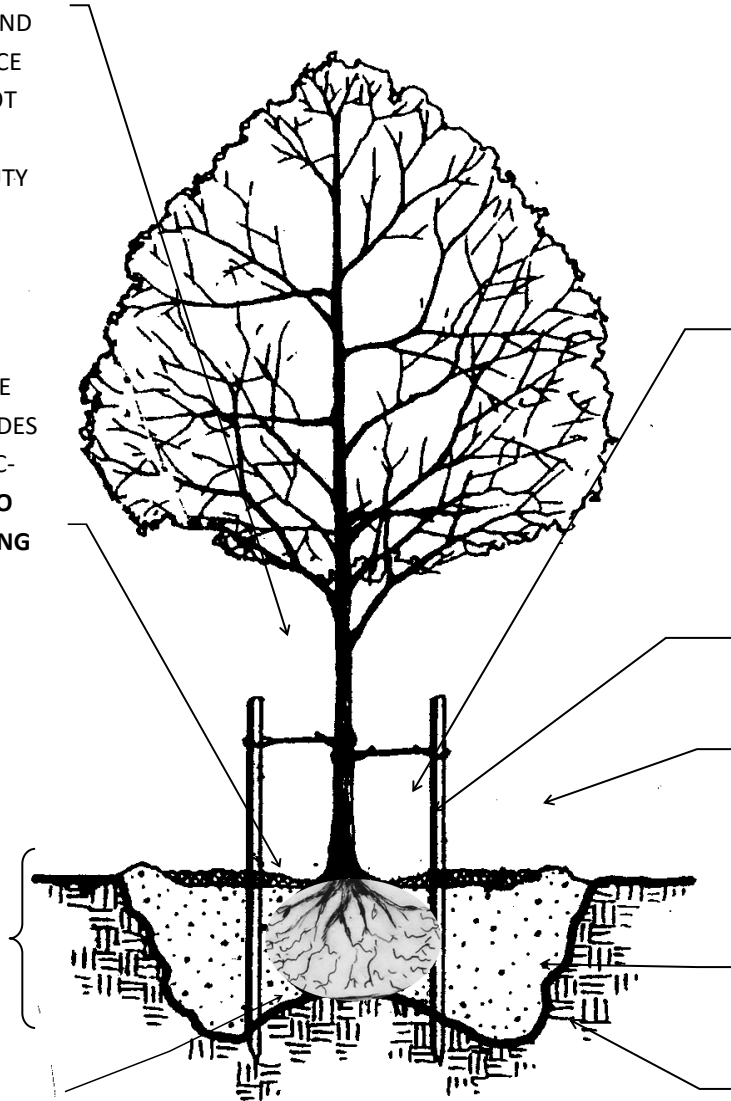
NOT TO SCALE

**STAKE IF NEEDED.** MANY B&B TREES DO NOT NEED STAKING. STAKE BARE ROOT AND CONTAINER STOCK. PLACE STAKES OUTSIDE THE ROOT BALL. USE 2" X 6' WOOD STAKES AND 1" HEAVY DUTY CHAINLOCK TREE TIE. REMOVE STAKING AND TIES AFTER 1 YEAR.

REMOVE ALL WIRE, TWINE AND WRAPPING FROM SIDES OF ROOTBALL AFTER PLACING TREE IN THE HOLE. **DO NOT BURY ANY WRAPPING MATERIALS IN THE PLANTING HOLE.**

DIG THE PLANTING HOLE 2X THE WIDTH OF THE ROOT BALL AND 1 TO 2 INCHES LESS IN DEPTH THAN THE HEIGHT OF THE ROOTBALL.

MAINTAIN UNDISTURBED SOIL OR FIRMLY PACK SOIL UNDER THE ROOT BALL



CAREFULLY REMOVE ANY EXCESS SOIL BY HAND TO EXPOSE THE TRUNK FLARE: **SEE SHEET 2.** PLACE THE ROOT COLLAR 1-INCH ABOVE SURROUNDING GRADE. **DO NOT BURY TRUNK IN SOIL OR MULCH.**

PLACE TOP OF ROOT BALL 1-INCH ABOVE FINISHED GRADE

PLACE 3-INCH DEPTH OF WOOD CHIP MULCH OVER THE ROOT BALL AND SURROUNDING SOIL. **DO NOT COVER THE BASE OF THE TRUNK.**

BACKFILL WITH THE EXISTING SITE SOIL. NO AMENDMENTS.

SCARIFY THE SIDES OF PLANTING PIT TO CREATE A TRANSITION ZONE BETWEEN THE EXISTING SOIL AND PLANTING SOIL.

**WATER THOROUGHLY** AT PLANTING, THEN 2X PER WEEK THE FIRST MONTH, AND 1X PER WEEK FOR THE REST OF THE DRY SEASON. WATER A MINIMUM OF 1X PER MONTH THE SECOND SUMMER.



**Urban Forestry Services**

**BARTLETT CONSULTING**

Divisions of The F.A. Bartlett Tree Expert Company

15119 McLean Road  
Mount Vernon, WA. 98273

Office: 360-399-1377

Fax: 360-428-1822

[www.urbanforestryservices.com](http://www.urbanforestryservices.com)

SHEET TITLE:

**TREE PLANTING DETAIL**

DATE: **APRIL 2022**

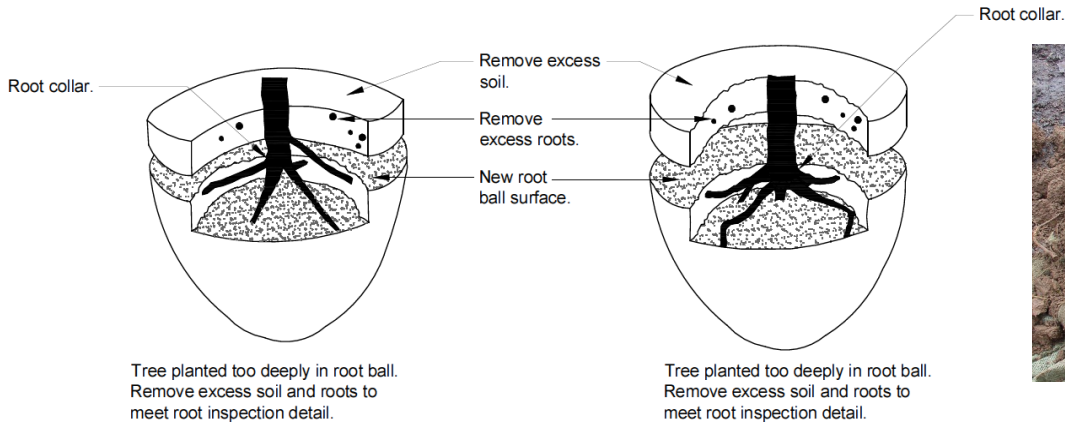
PREPARED BY: **CHRISTINA PFEIFFER**

SHEET #: **1 OF 2**

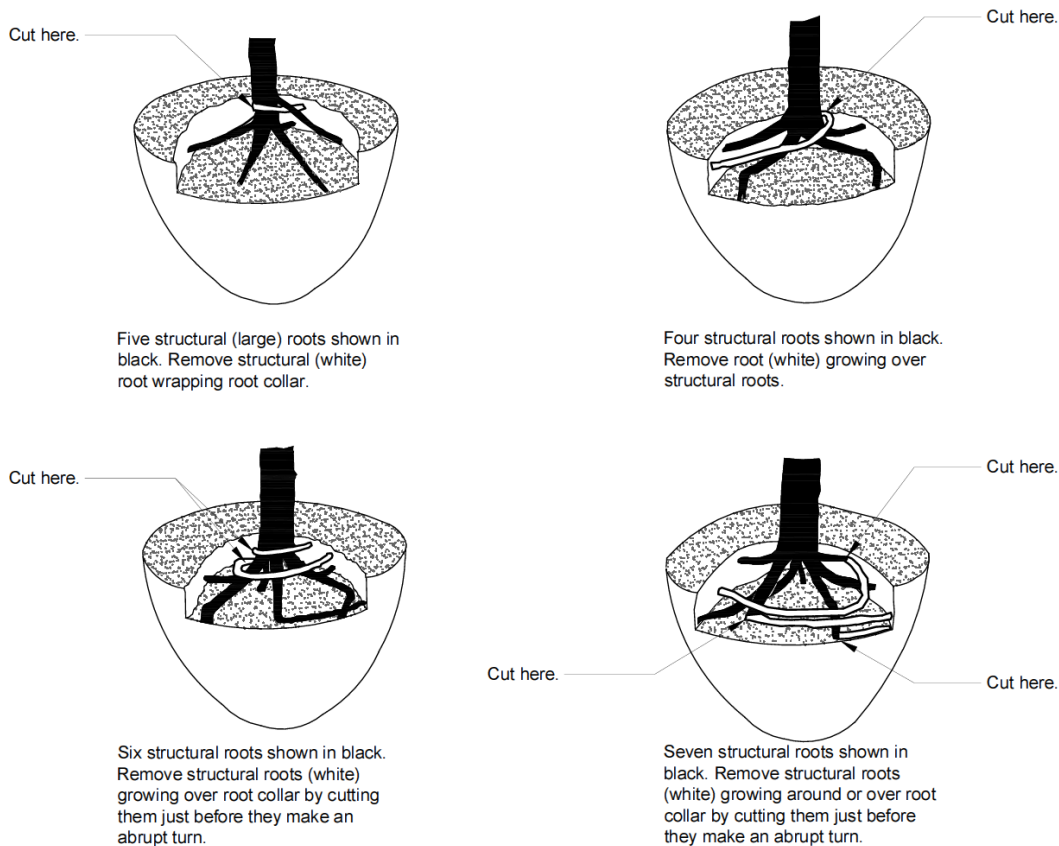
# BALLED & BURLAP ROOTBALL PREPARATION DETAIL

NOT TO SCALE

## 1. Remove any excess soil and roots laying over the root collar:



## 2. Remove any circling or defective roots:



**Urban Forestry Services**

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Mount Vernon, WA. 98273

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Fax: 360-428-1822

[www.urbanforestryervices.com](http://www.urbanforestryervices.com)

SHEET TITLE:

**TREE PLANTING DETAIL: B&B ROOT BALL PREPARATION**

DATE: **APRIL 2022**

PREPARED BY: **CHRISTINA PFEIFFER**

ROOT BALL DIAGRAMS BY: The Urban Tree Foundation.

SHEET #: **2 OF 2**



# Tree Quality Cue Card

Shade trees that grow to be large should have one relatively straight central leader. Heading the tree is acceptable provided the central leader is retrained.

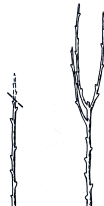
Desirable



Desirable

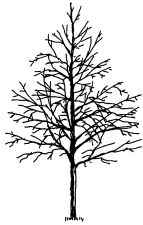


Not desirable



Main branches should be well distributed along the central leader, not clustered together. They should form a balanced crown appropriate for the cultivar or species.

Desirable



Not desirable



The diameter of branches that grow from the central leader, or trunk, should be no larger than two-thirds (one-half is preferred) the diameter of the trunk measured just above the branch.

Desirable



Not desirable



The largest branches should be free of bark that extends into the branch union, known as included bark (see A and B).

Desirable



Not desirable



Temporary branches particularly on trees less than 1 inch caliper should be present along the lower trunk below the lowest main branch. These branches should be no larger than 3/8 inch in diameter.

Desirable



Not desirable



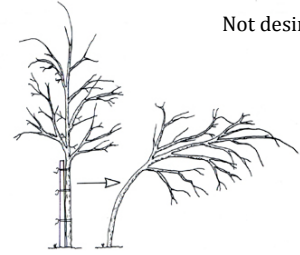
The trunk should be free of wounds, sunburned areas, conks (fungal fruiting bodies), wood cracks, bleeding areas, signs of boring insects, cankers, or lesions. Properly made recent pruning cuts are acceptable.

The trunk caliper (thickness) and taper should be sufficient so that the tree remains vertical without a stake.

Desirable

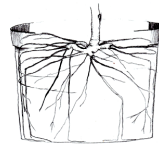


Not desirable

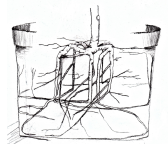


The root collar (the uppermost roots) should be within the upper 2 inches of the soil media (substrate). The root collar and the inside portion of the root ball should be free of defects, including circling, kinked, and stem girdling roots. You may need to remove soil near the root collar to inspect for root defects.

Desirable



Not desirable



The tree should be well rooted in the soil media. Roots should be uniformly distributed throughout the container. The tree's structure and growth should be appropriate for the species or cultivar. When the container is removed, the root ball should remain intact. When the trunk is lifted, both the trunk and root system should move as one.

The root ball should be moist throughout at the time of inspection and delivery. The roots should show no signs of excess soil moisture as indicated by poor root growth, root discoloration, distortion, death, or foul odor. The crown should show no signs of moisture stress as indicated by wilted, shriveled, or dead leaves or branch dieback.

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## Terms for Commercial Consulting Services

The F.A. Bartlett Tree Expert Company (“**Bartlett Tree Experts**”) provides tree-care and related consulting services to commercial and government clients. The agreed upon “Work” has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These terms combine with the approved Client Agreement and form the complete agreement between the parties.

### Article 1 TREE RISK

#### 1.1 Tree Risk

- (a) The Client acknowledges that having trees on one’s property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the Scope of Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the Scope of Work due to defects or other preexisting structural or health conditions.
- (b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client’s property.
- (c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client’s property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

### Article 2 THE WORK

#### 2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

#### 2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

#### 2.3 Insurance

- (a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers’ compensation laws.
- (b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

#### 2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute’s A-300 Standards for tree care.

#### 2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts’ representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.



## EXHIBIT 11

### 2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

### 2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

- (a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to; the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.
- (b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

### 2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

### 2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps, sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.

### 2.10 Global Positioning Systems

The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.

### 2.11 Advice, Opinions, Conclusions, and Recommendations

- (a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.
- (b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to current industry standards which are unknown and unforeseen at the time the Work is performed.

### 2.12 Tree Risk Assessments and Inventories

- (a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a Level 1 Limited Visual, Level 2 Basic, or Level 3 Advanced assessment of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.
- (b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.
- (c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an imminent or probable likelihood of failure, or not identified with a moderate, high, or extreme risk rating, or not having a condition rating of poor or dead is "safe" or will not fail in any manner.

## EXHIBIT 11

- (d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

### 2.13 Tree or Plant Value Appraisals

- (a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.
- (b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.

### 2.14 Local and Tree-Related Permits

Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

### 2.15 Expert Witness and Testimony

The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.

### 2.16 Environmental Benefits Assessments

- (a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit assessment for the Client.
- (b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.

### 2.17 Tree and Property Hazards and Safety Issues

The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, and correcting tree or property hazards or safety issues on or near the Client's property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.

### 2.18 Remote Sensing and Tree Canopy Assessments

- (a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as; the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.



## EXHIBIT 11

- (b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual assessments, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.

### 2.19 Use of Drones and Drone-Related Equipment

- (a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information, imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process.
- (b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.

### 2.20 Decay and Wood Analysis Devices

- (a) The Client acknowledges that all decay and wood analysis devices have limitations, and the use of any such device should be used to supplement information regarding the decay or structural deficiencies within a tree(s), and not as the sole source of information.
- (b) If the Work requires the use of a decay or wood analysis device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay and/or wood analysis device to use based on the conditions present and the information needed to supplement and complete the Work.
- (c) The Client acknowledges and understands that the presence of decay or other structural weaknesses, such as air pockets, voids, cracks, burned wood, or other structural deficiencies, will more than likely lead the inspecting arborist to the same result with respect to the determination made on the overall structural integrity of the tree in question based on results from the decay and/or wood analysis device used, so the presence of any of these items in sufficient quantities will preclude the need to verify the presence of another, and in many cases it may not even be necessary for the type of device used to distinguish between the specific types of structural issues for the arborist to make a determination given all other objective evidence.

### 2.21 Diagnostic Services

Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some cases government quarantines may prohibit samples from being sent to a diagnostic clinic, and in some cases, determinations on samples may be inconclusive.

### 2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring

- (a) If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability.
- (b) If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.

### 2.23 Irrigation and Recycled Water Assessments

If the Work requires Bartlett Tree Experts to provide irrigation or recycled water assessments as a means of aiding the Client with their tree care needs, the assessments will be provided using the best known site

## EXHIBIT 11

conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.

### 2.24 Bird, Water Fowl, and Wildlife Habitat Assessments

If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat assessments or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the assessments will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.

### 2.25 Endangered or Protected Species and Habitats

- (a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information.
- (b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.

### 2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

### 2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing, approving or declining tree-related permits, plants, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plant, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

### 2.28 Integrated Pest Management

- (a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.
- (b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.
- (c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.



## EXHIBIT 11

- (d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

### 2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

### 2.30 Trees and Subsidence Assessments

- (a) If the Work involves Bartlett Tree Experts providing an assessment of relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.
- (b) Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.

### 2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

### 2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

### 2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

## Article 3

### TREE CONDITIONS

#### 3.1 Cables, Braces and Tree-Support Systems

- (a) The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.
- (b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

#### 3.2 Lightning Protection Systems

- (a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

## EXHIBIT 11

- (b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

### 3.3 Recreational Features

- (a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.
- (b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

### 3.4 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

### 3.5 Stumps, Stump Grinding, Tree Grates

The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.

### 3.6 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an extreme, high or moderate risk rating, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

### 3.7 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

### 3.8 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

### 3.9 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the



## EXHIBIT 11

hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

### 3.10 Fire Damage

- (a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.
- (b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

## Article 4 DISPUTE RESOLUTION

### 4.1 Arbitration

- (a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.
- (b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

### 4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

### 4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

## Article 5 MISCELLANEOUS

### 5.1 Client Responsibilities

- (a) The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.
- (b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

### 5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

## EXHIBIT 11

### 5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars (\$200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

### 5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

### 5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

### 5.6 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

### 5.7 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

### 5.8 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.





# Probable Golf Instruction Ltd.

3470 Cambridge Rd, Nanoose Bay, B.C., V9P 9G5, Canada Phone/Fax: 604.309.7030  
Email: probablegolf@yahoo.ca website: www.probablegolfinstruction.com

December 21, 2022

## Golf Expert Report

**RE:** Determining the required net heights to contain errant golf balls hit from the teeing area of the Overlake GC Driving Range at 8000 NE 16<sup>th</sup> St, Median, WA

Golf Expert Analysis by Ken Tannar, Probable Golf Instruction

## Contents:

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## EXHIBIT 12

### 1. Executive Summary and Expert's Opinion

The purpose of this report is to provide scientific evidence regarding the frequency of errant golf balls hit from the driving range tee bays at Overlake GC Driving Range that would land outside its boundaries and the percentage containment to protect the effected areas given a 50 foot high boundary fence.

In this report, I will demonstrate the range of errant golf trajectories that one could expect to be hit from the Tee Bays.

I will scientifically justify my conclusion and expert opinion that with without safety fences, about 20-26% of balls hit with a Driver will threaten each of the sides and end boundary. This is due to the range being very narrow and short. Balls hit with other clubs could also threaten the boundaries.

I recommend the following to mitigate the risk of golf balls crossing the boundaries of the proposed driving range:

1. Install a clear target at the center/end of the Range at a distance of about 200 yards to attract golfers hitting Driver to aim at the center.
2. If using the existing tees with standard range balls, there will be a significant decrease in the number of errant golf balls to exit the Driving Range boundaries with 50 foot high safety fences. See Table 4-1 on p.11
3. To enable maximum containment, avoid allowing Driver and 3 wood use when using the forward half of the grass tee area.

This report has applied some of the latest scientific golf research to its analysis and conclusions. I conclude that the recommended net heights will contain most golf shots that occur during the regular course of use not including any shots that may be intentionally struck with the purpose of clearing the nets.

#### LIMITATION OF LIABILITY

I, as consultant, have performed the analyses of this report to justify the recommendations using sound mathematics principles and the best golf data available at this time. I cannot guarantee that if the recommendations are implemented, all golf balls will be contained by the proposed nets as there could be intentional acts by golfers, improper installation or maintenance of nets or extreme weather conditions that may result in golf balls landing outside the Driving Range boundaries.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Implementation of some or all of the recommendations of the Consultant is deemed to be an acceptance of the above Limitation of Liability.



**2. Foundational Methods of Analysis Document**

This report will refer to a document that explains the methods of analysis (MoA Document) used to arrive at my conclusions. In this document, I outline the mathematical principles applied and the empirical evidence used.

This document is available upon request.

### 3. Likely Percentage Balls to Escape Driving Range Without Fences

Cory Brown, Golf Course Superintendent of Overlake Golf & Country Club, requested this report. He provided confirmation that the existing 12 foot tall chain link fence was not containing errant golf balls and that the City had approved an increase in height to a maximum of 50 ft.

Given that with a Driving Range, there are multiple teeing positions and multiple targets, one cannot just simply overlay a scatter plot of typical golf shot landing positions for different handicap groups, and from those assess the minimum net heights required for containment.

Instead, one must consider the potential that every point along the Driving Range boundary can be a target, either through intent or through misalignment or mishit. For the Overlake Driving Range, there are multiple hitting areas from grass tees, thus the distance to the end of the Range will vary from day to day.

Diagram 3-1 shows the approximate location of the proposed, higher fence just inside the treeline. The Driving Range is aligned towards the south. The existing fence is only 12 feet high. The yellow line represents a target line from the middle of the grass tees up the centre of the Range. The distance to the end of the Range is about 225 yards from this location.

Since about 90% of golfers are right swingers and most golfers slice, I would expect there to be a higher concentration of golf balls on the right hand side of the range. The fence at the back end of the range is about 225 yards from the middle of the grass tees.

Golfers hitting Driver from the teeing area will result in the greatest number of balls threatening the boundaries. The Driver is the least lofted club and generates the highest ball speed, both of which contribute to larger lateral errors (hitting the ball left or right of target) and longer distances. Driver trajectories also tend to have about the same maximum height as other clubs, even the short irons.

To focus golfers on hitting towards the middle of the range, I'd recommend a large, clear target at the middle of the end of the range (such as a large pole) at a distance of 200 yards from the middle of the grass tees. It should be clearly visible from the teeing area.

Given a clear target at the middle, golfers will misalign by as much as 10 degrees. Right swingers tend to misalign right of target towards the East. Left swingers tend to misalign left of target towards the West.

Golfers will also intentionally aim towards the right or left of the driving range in attempts to hit different targets and/or to practice hitting controlled slices and hooks.

Diagram 3-2 a direct overhead view of the range with the Broadie Am3 (Amateurs with handicaps 27 & up) Scatter Plot of regular play golf balls assuming alignment up the center of the range from the center Tee Bays. The Scatter Plot contains data of golfers playing on a golf course where they are trying to be accurate and shoot the lowest scores. Note that the Am3 handicap group consists of the highest handicap golfers who hit Driver, on average, the shortest distance but with greatest lateral error. Shots that end less than 125 yards are not shown.

Note that many shots (white dots) are beyond the boundaries (the merging of the Broadie Scatter Plot onto this Google Earth image is an approximation). One should assume greater misalignment



## EXHIBIT 12

error on a driving range and thus expect more balls to be outside the boundaries than those shown in Diagram 3-1.

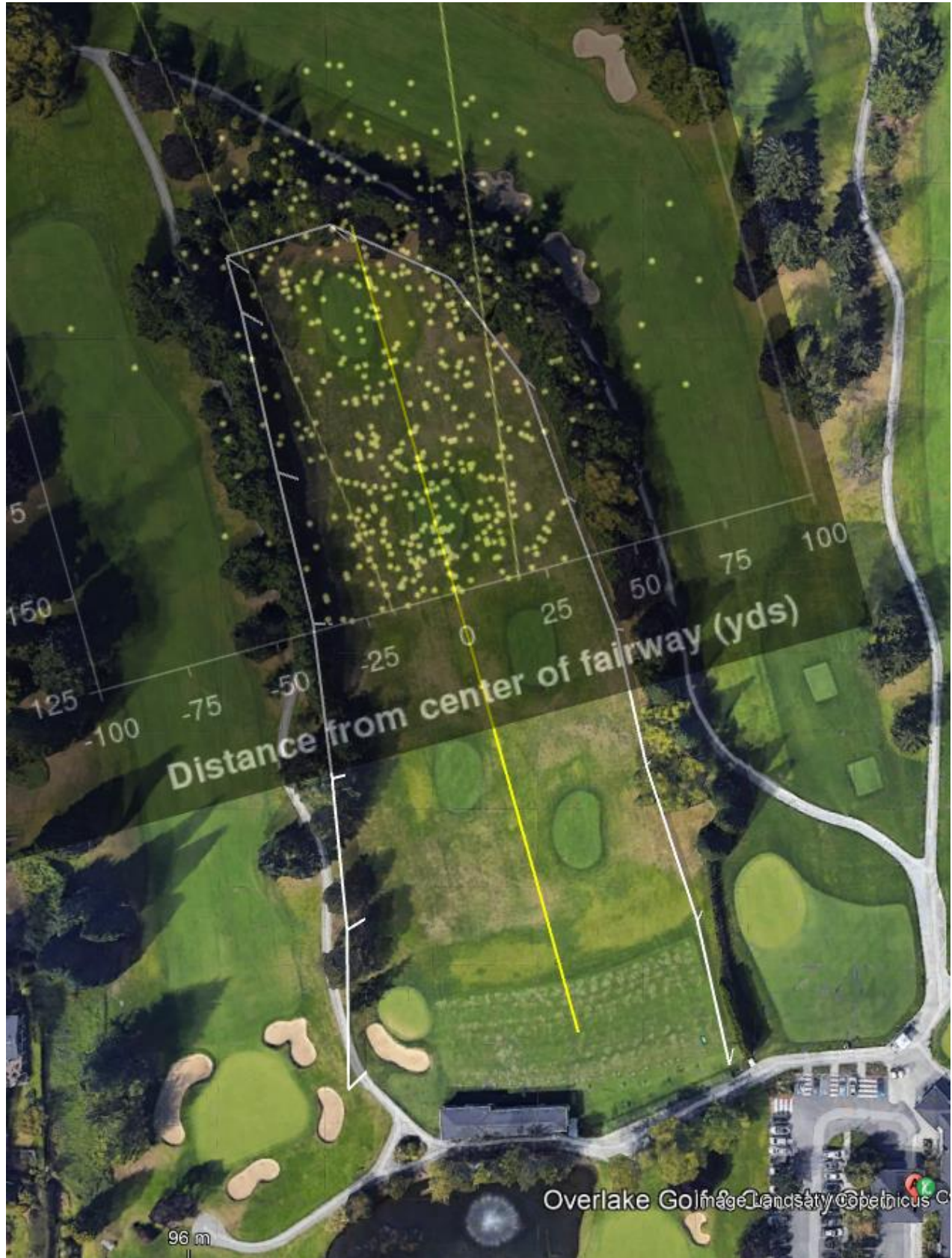
**Diagram 3-1: Driving Range Proposed Fences**





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Diagram 3-2: Driving Range Center Alignment with Broadie Am3 Scatter Plot





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As discussed in MoA document, golf ball trajectory height is positively correlated with swing speed. Golfers with higher swing speeds tend to have trajectories that are higher as well.

Golfers with higher swings speeds tend to be more accurate (less lateral dispersion). Better golfers (low handicaps) need higher safety fences for containment, although the frequency of shots that could threaten the side fences is lower. Poorer golfers (high handicaps) need lower safety fences for containment and the frequency of shots that could threaten the fences is higher.

It should be noted in Diagram 3-2 that the white dots extend about 265 yd from the teeing position. This kind of length is not what one would normally expect from an Am3 (handicap over 27) golfer. Most Am3 golfers do not hit the ball very far. If the reader is an experienced golfer, he/she will be familiar with golfers that hit the ball far but are very erratic and get into plenty of trouble on the golf course and/or have poor short games. These golfers hit the ball a long distance but don't score well, thus they have high handicaps. At a driving range, such golfers will also be very erratic and hit golf balls a long distance but to the left and right of the range.

At a Driving Range, one would expect a higher frequency of threatening golf shots than on a golf course. To have full containment requires very high fence heights as one must guard against the very best, longest hitters hitting a few errant shots. Unless one expects the longest hitters in the world, such as PGA Tour players, who have swing speeds of over 110 mph, then it's only necessary to have nets high enough to contain 110 mph swing speeds. Only about 1.7% of golfers have swing speeds over 110 mph. Given that the Driving Range uses standard range balls, which for longer shots like the Driver fly a little shorter and lower than a standard premium golf ball, using a 110 mph swing speed with a standard premium golf ball is prudent.

Using the directional and distance standard deviations from Broadie's data, one can estimate what percentage of shots from the different handicap groups could fly far enough to threaten the boundaries. Using Google Earth, I can estimate the number of balls that end up far enough right and left of the center of the driving range that will threaten the boundaries.

Assuming the USGA Men's Handicap Index distribution (47%, 47% & 6% for Am1, Am2 & Am3, respectively), one can calculate the number of shots in total to threaten the areas of interest, assuming no safety fences. I would expect about 26% of golf balls hit from the middle of the grass tees will threaten the right side or end boundary and 20% will threaten the left side boundary and end boundary. These percentages are for golfers hitting Driver, aiming up the middle of the Driving Range, with the same intent they have when on a golf course with the goal of a lowest score with no trees or existing nets.

I again reiterate that the percentage estimations assume hitting Driver with the intent of extreme accuracy (shots on a golf course). In reality, shots hit from the teeing area will be much less accurate as golfers will be experimenting with their golf swings and not as concerned about accuracy. As well, many golfers will practice with clubs other than a Driver which are hit more accurately and travel shorter distances.

Thousands of golf balls will be hit on the Driving Range each day. For every 10 000 balls hit with Driver, I would expect about 2600 to threaten the boundaries right and/or long of the yellow target line in Diagram 3-1 and 2000 to threaten the left side boundary an, assuming golfers hit towards the middle and/or long of the yellow target line. Many golfers misaligning or aiming towards the sides

## **EXHIBIT 12**

of the range will increase this number. Currently, of course, some of these balls may be deflected by existing fences and trees.

### **Trajectories with a 19 mph (30 km/h) Wind**

Wind rose charts for the area of are at the end of this report. Note that the winds are prevailing mainly from the South and North for this Driving Range. A wind from the South would be a tailwind which reduces golf ball trajectory height but increases carry distance (increasing frequency of balls to reach the end of the Range). A wind from the North would be a headwind which increases golf ball trajectory height but decreases carry distance (increasing side fence requirements).

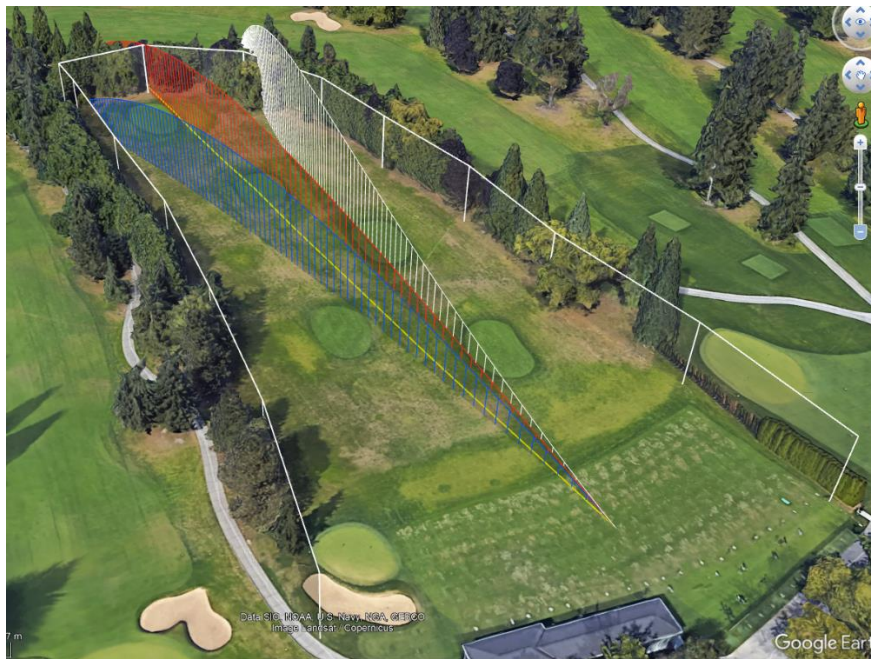


#### 4. Percentage of Errant Golf Balls Contained by 50 foot Fence

Safety screens can be erected (or extended higher) to contain the errant golf balls within the boundaries of the driving range. A maximum height of 50 feet would not contain all golf balls but would reduce significantly the number of balls that would be contained. To determine the percentage containment assuming a 50 foot high boundary fence, I used my golf ball trajectory model to simulate golf shots from the various tees using the different boundary positions as endpoints. I then measured the heights of the trajectories at those endpoints. These heights then determined containment. The heights are relative to the elevation of the tee bays. From Google Earth, it appears that the site is flat and therefore no significant elevation changes occur between the teeing area and landing areas.

I assumed well struck shots, as mishits most often have lower trajectories or don't carry far enough to be a threat. I will assume there are no intentional acts by golfers to aim severely up the left or right side of the range.

##### Diagrams 4-1a: Trajectories from 110 mph Driver Speeds



Diagrams 4-1 contain some of the trajectories I tested, without the Broadie scatter plot included. The safety fences are 50 feet high. All trajectories shown are hit from the middle of the teeing area.

Note the yellow target line which extends out from the middle of the grass teeing area. The white trajectory is a right swinger slice which reaches a maximum height of 96 feet. The blue trajectory is a right swinger hook which reaches a maximum height of 60 feet. The red trajectory is a straight trajectory with a 19 mph tailwind which reaches a maximum height of 66 feet. The maximum height of a similar trajectory with a 19 mph headwind would be 108 feet but such a trajectory would only carry 229 yd.

The white trajectory would clear the 50 ft fence and land onto the adjacent fairway. The red trajectory may just clear the fence and land onto the adjacent fairway. The blue trajectory would be

## EXHIBIT 12

blocked by the fence. Left swingers would produce similar trajectories except their slices would be towards the left side and hooks towards the right side.

### Diagrams 4-1b: Trajectories from 110 mph Driver Speeds



All the sample trajectories could be more leftward or rightward than shown, thus intersecting the safety fences at different distances and heights. They could also be hit from different locations of the grass tee area with different directions.

As about 90% of golfers are right swingers it's much more likely to have some with 110 mph swing speeds with slice trajectories thus threatening the right side. As well, most of the trajectories that threaten the left side would be from right swingers that hook which fly lower than slices

Trackman Statistics indicate about 1.7% of golfers have swing speeds greater than 110 mph. About 90% of these golfers are right swingers and 10% are left swingers. Therefore, one would expect 1.5% of the 110 mph trajectories that threaten the left side of the Range would be hooks from right swingers and 0.2% would be slices from left swingers. The right swinger hooks would be lower than left swinger slices.

I estimate that a 50 ft fence would reduce significantly the number of golf balls that would cross the boundaries of the Driving Range and potentially land onto the adjacent golf holes. Table 4-1 below contains the estimated percentage of balls that may likely cross the boundaries given the existing 12 foot high fence, the potential 50 foot high fence and no fence at all (I assume the existing trees have no effect). % Threatening refers to the percentage of balls that would be hit left or right of the yellow target line in Diagram 3-1 and threaten the side or end boundary.



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**Table 4-1: Percentage Balls Threatening Boundaries with Different Fence Heights**

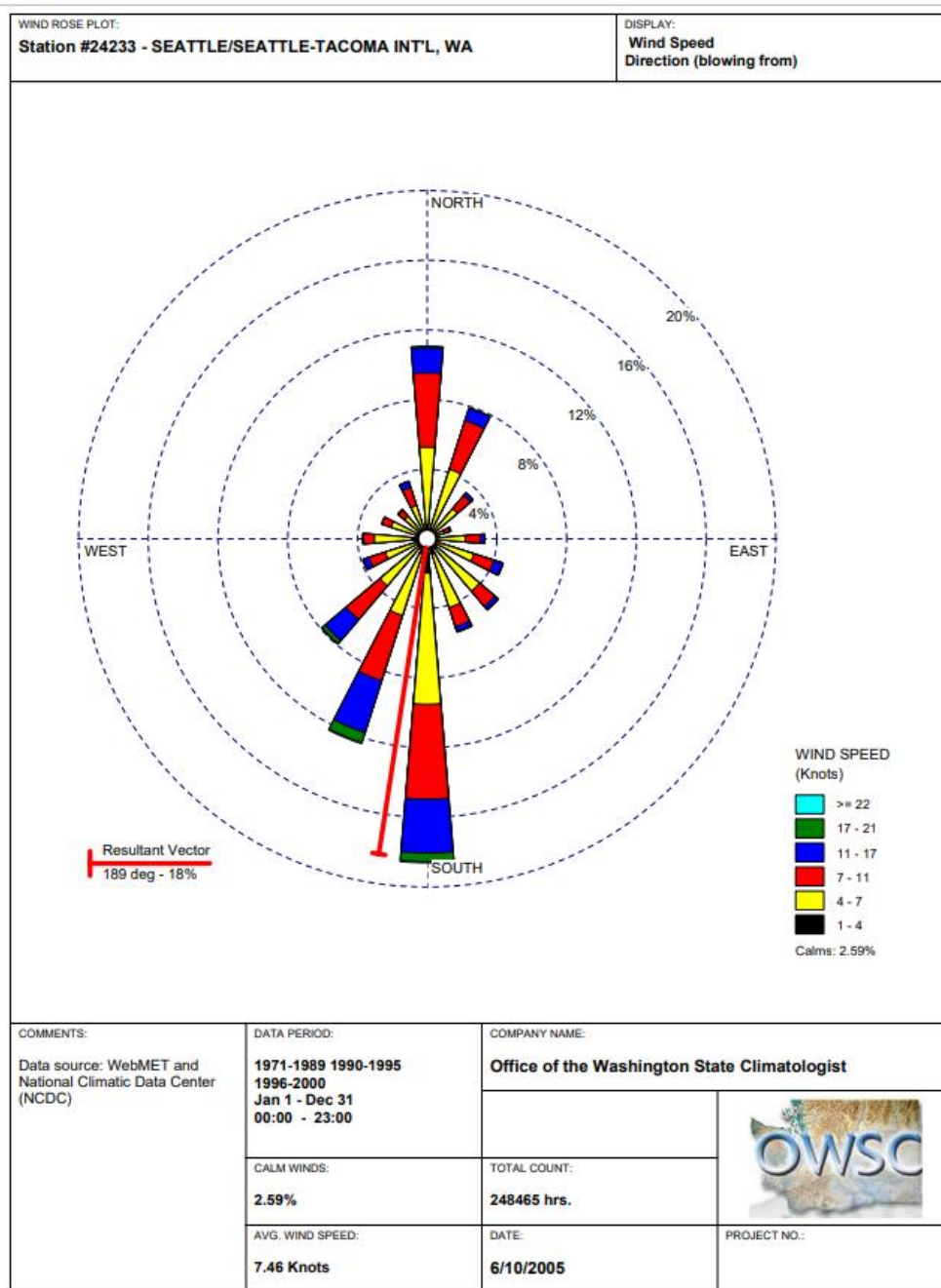
Fence Height (ft)	% Threatening Left	% Threatening Right
0	20	26
12	15	19
50	4	5

The percentage values in Table 4-1 assume balls are hit from the center of the grass tee hitting area. Balls hit forward of this point would result in the percentages being higher while balls hit behind this point would result in the percentages being lower, although when hitting behind this point, the number of balls exiting the sides of the range would be about the same. I recommend that when using the forward half of the grass tee area, Drivers and 3 woods should not be used.

As more trajectories hit towards the right side of the Range will be higher than the left, there will likely be more balls escaping at the back right hand corner and thus balls landing near the dogleg of the adjacent golf hole, where golfers will be hitting their second shots, especially if the forward section of the Range grass hitting area is being utilized.

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## Wind Rose Diagram for Seattle, WA





## 5. Curriculum Vitae: Expert's Qualifications

Ken Tannar, 3470 Cambridge Rd, Nanoose Bay, B.C. V9P 9G5, Canada

- ◆ Graduated with a Bachelor of Science with majors in Physics and Mathematics from the University of British Columbia, Vancouver Canada, in 1982.
- ◆ Have been teaching Physics 11 (Intro to physics in Grade 11, 2<sup>nd</sup> to last year of secondary school), Physics 12 (university preparation in physics in Grade 12, graduating year from secondary school), Calculus 12 (first year university/college Calculus) and other senior math for the past 36 years.
- ◆ Have spent the last 25 years researching the literature on the topic of Physics of Golf (a subtopic of the Physics of Sports or the Science of Sports). Much of my research has centered on the organization called the Scientific Congress of Golf, which holds a conference every 4 years.

See Footnotes for a listing of the resources I have used to do my research.

- ◆ Designed a website called Probable Golf Instruction.com that provides golfers with methods to improve their game without having to do any physical practice. My ideas teach golfers to apply some simple results of some very complex mathematics and physics to make better club selections and decisions on the course. Much of the information is provided for free, but golfers can purchase other information and services on-line. The basis of the information provided on the website are a result of the research and development I have done on the physics and mathematics of golf. The site gets approximately 900 hits per day, mostly from search engines.
- ◆ I have developed a computer spreadsheet that simulates the path a golf ball travels through the air as well as the collision between the various golf clubs and the golf ball. My model takes into account variables such as clubhead speed, loft, ball speed, initial trajectory angle, open, square or closed clubface, backspin, sidespin, air temperature, humidity, density, etc. As will be demonstrated later in this vitae, my model takes into account the same variables as other researchers with comparable results.
- ◆ I am a 4-handicap amateur golfer. I have been quite successful competitively winning dozens of tournaments throughout British Columbia. I have played in many B.C. Amateurs (one year I missed making the Provincial Team by 1 shot) and 3 Canadian Amateurs. I came 12<sup>th</sup> in the 2000 Canadian Champions of Club Champions sponsored by the Royal Canadian Golf Association. I have been Club Champion of a Golf Club 7 times. My lowest 18-hole score is 63 (par 72), lowest competitive score is 67 (par 72) and lowest 2 round competitive score is  $67+70 = 137$  (par 72).

I have used my projectile model to provide expert analysis and expert testimony in a number of errant golf ball cases.

- ◆ In April, 2003, I provided Expert Testimony for The Royal Automobile Club (RAC) in “The Royal Automobile Club of Queensland Limited v Brisbane City Council & Ors Planning & Environment Court Appeal No. 4544 of 2001”. The case dealt with Brisbane City Council providing a developer to construct a driving range adjacent to the automobile club with nets deemed inadequate from the point of view of the RAC. I was hired to provide expert and

## EXHIBIT 12

statistical evidence that a significant number of golf balls would clear the nets and land in RAC property possible causing damage/injury.

### TESTIFIED IN COURT

- ◆ I have provided scientific evidence on golf ball trajectories in two litigations in the U.S. involving a golf ball striking a golfer in the eye. In one, I calculated probable angles of impact and in the other did an analysis of reaction times.

### TESTIFIED IN COURT

- ◆ I provided golf ball trajectory analysis for Hastings Driving Range in Burnaby, B.C. to satisfy city requirements on improvements to the netting system to alleviate errant golf balls.
- ◆ I provided golf ball trajectory analysis for Osoyoos Golf Club in Osoyoos, B.C., to recommend netting height to protect the clubhouse from errant golf balls.
- ◆ In July, 2004, I provided expert testimony for a case in Brisbane, Australia involving errant golf balls being hit from a Driving Range onto a circumscribing golf course.  
Caseldan Pty Ltd v Chang & Chang – Queensland Supreme Court Proceedings No. BS 3207/04
- ◆ In March, 2006, I provided expert testimony for a case in Regina, SK involving errant golf balls being hit from a Golf Course towards adjoining residential properties. **TESTIFIED IN COURT**  
Q.B.G. No. 952/2004, Regina, 2006 SKQB 183
- ◆ In April, 2006, I provided expert analysis for a Driving Range on Vancouver Island that was having a dispute with adjoining properties over errant golf balls. The containment nets needed to be raised and I provided required heights that would contain most errant golf balls. Settled in court.
- ◆ In 2007, provided advice to a proposed Driving Range in Australia that was next to an airport and therefore had height restrictions.
- ◆ In 2007, provided expert advice for a litigation in New Hampshire about an errant golf ball injury to a person in on a Par 3 Course during a “night golf” tournament. Settled out of court.
- ◆ In 2007, provided expert advice to a golf course in Louisiana that wanted to expand their driving range next to a residential area; minimum net heights were provided.
- ◆ In 2007, provided expert advice to two different individuals whose residences adjoined golf courses. I provided them with solutions to their errant golf ball problems. Settled out of court.
- ◆ In 2007, I developed an algorithm (using my computer golf projectile model) which is used in a now leading optical golf rangefinder. The algorithm calculates the distance an uphill or downhill shot will play with inputs of line of sight distance, ascend/descend angle, altitude & temperature.
- ◆ In 2008, advised a golf course in Nelson, BC, about the required heights of netting to protect an adjacent property.
- ◆ In 2009, advised a golf course in Medicine Hat, AB, about required net heights of their driving range which runs adjacent to one of their golf holes.
- ◆ In 2009/10, expert witness in a litigation in Ventura, CA, involving a residence and golf course. I testified in court about the expected frequency of golf balls that would leave one of the golf holes and land on or near the residential property. **TESTIFIED IN COURT**
- ◆ In 2010, advised a golf course in Lake Oswego, OR, about required net heights for their driving range.



## EXHIBIT 12

- ◆ In 2011, advised a golf course in New York about required nets required to protect an adjoining residence. Case in progress. May testify in court.
- ◆ In 2011, I began to advise an Australian Company on a new technology for Driving Ranges that utilizes Doppler Radar Tracking and on site golf lessons.
- ◆ In 2012, I advised a golf course in Brighton, MA about net heights and teeing ground barriers necessary to protect an adjacent residential neighbourhood consisting of a children's playground.
- ◆ In 2012, I advised a driving range in Cumming, Georgia, that was closed down due to a court injunction as an adjacent neighbour had filed suit claiming many errant golf balls. I proposed increased net heights and alternate teeing grounds to resolve the dispute.
- ◆ In 2012, I advised a golf course in Woy Woy, New South Wales, Australia, on net height requirements on two holes: a par 3 and a par 4. The nets were required to protect adjacent residential properties.
- ◆ In 2013, I advised on an incidence in Colorado in which a golfer was struck in the eye by a golf ball from an adjacent fairway.
- ◆ In 2013, I advised on nets required on a golf course in Los Angeles to contain errant golf balls from exiting the golf course and landing onto an adjacent business.
- ◆ In 2014, I advised a golf course in Sydney, Australia, about required net heights to contain golf balls from hitting adjacent residential properties.
- ◆ In 2014, I advised on a golf ball injury case in New Jersey in which a person was struck by a golf ball in the head while in the back yard of a residence, adjacent to a golf course. I provided probabilities of trajectories as well as net height requirements.
- ◆ In 2014, I advised a resident adjacent to a golf course near Niagara, Ontario, that was being bombarded with errant golf balls. I advised on required net heights and made recommendations for golf course hole design changes.
- ◆ In 2015, advised on a legal dispute between golf course and homeowners near Chicago, IL, about width of the golf hole corridor and location of homes, relative to errant golf ball trajectories.
- ◆ In 2015, advised a company that provides wedding venues by leasing space on a golf course near Boston, MA, about the safety of the location of the venue relative to errant golf balls.
- ◆ In 2015, advised a Driving Range in Ohio about required new net heights and location of tee bays to reduce/eliminate golf balls leaving the property (reduce loss of the range balls and protect new residential development).
- ◆ In 2015, advised a golf course in New South Wales, Australia, about required net heights on two golf holes. One hole is adjacent to a recreation park and the other adjacent to a school.
- ◆ In 2016, advised a golf course in Massachusetts about required nets required to protect adjacent residential properties as one of the residents is suing the golf course.
- ◆ In 2016, advised a Driving Range in New York about required net height.
- ◆ In 2016, advised a newly proposed Driving Range in Victoria, Australia, about minimum net heights for full containment using standard range balls and limited flight range balls.
- ◆ In 2016, advised a resident about required net heights to protect their property against errant golf balls hit from an adjacent golf hole in Delaware, USA.
- ◆ In 2017, advised a Golf Course in Saskatchewan about using different teeing areas and/or Tee Side Deflecting nets to contain golf balls from reaching new, adjacent residential properties

## EXHIBIT 12

- ◆ In 2017, advised a developer in Sydney, Australia about net heights required in the redesign of a golf course with new residential lots.
- ◆ In 2017, advised a Driving Range near Sydney, Australia about required net heights to contain golf balls in order to protect an adjacent roadway.
- ◆ In 2017, advised a Golf Course in Alabama that was in litigation with a homeowner receiving golf balls from the Driving Range. I recommended required net heights with standard range golf balls and limited flight range golf balls.
- ◆ In 2017, advised a golf course in New Jersey about an errant golf ball problem related to their tennis courts. I recommended net heights for the current teeing area as well as for a new teeing area (which made the hole longer).
- ◆ In 2018, advised on an errant golf ball head injury which occurred at a Driving Range in Louisiana. There were issues with safety practices.
- ◆ In 2018, advised a golf course near Melbourne on recommended net heights to contain balls from landing onto residential properties and roadways.
- ◆ In 2019, advised a legal firm in Nova Scotia in a lawsuit about a golfer being struck by a golf ball hit by another golfer playing behind. Analysis of the trajectory and conditions found that the defendant followed the appropriate golf safety rules and met the standard of golf practice in this instance.
- ◆ In 2019, worked on numerous other analyses/reports for golf courses, driving ranges, legal firms and residential property owners.
- ◆ In 2020 - 2022, I provided many analyses/reports.



## Probable Golf Instruction Ltd.

3470 Cambridge Rd, NanOOSE Bay, BC, V9P 9G5, Canada Phone/Fax: 604.309.7030

Email: [probablegolf@yahoo.ca](mailto:probablegolf@yahoo.ca) website: [www.possiblegolfinstruction.com](http://www.possiblegolfinstruction.com)

March 18, 2024

### Golf Expert Report – Addendum

**RE:** Determining the required net heights to contain errant golf balls hit from the teeing area of the Overlake GC Driving Range at 8000 NE 16<sup>th</sup> St, Medina, WA

Golf Expert Analysis by Ken Tannar, Probable Golf Instruction

This report is an addendum to the original report of December 21, 2022, in which I provided scientific evidence regarding the frequency of errant golf balls (assumed standard range balls) hit from the driving range tee bays at Overlake GC Driving Range that would land outside its boundaries and the percentage escapements to protect the affected areas given a 50 foot high boundary fence.

This addendum expands on the analysis to provide percentage escapements when using 85% and 90% Limited Flight Range Balls, LFRB, with heights of 50 ft, 45 ft, 40 ft, 35 ft, 30 ft and 25 ft.

## 6. Limited Flight Range Balls (LFRB)

Cory Brown, Golf Course Superintendent of Overlake Golf & Country Club, sent me some golf ball trajectory data using Titleist ProV1 golf balls and Srixon Limited Flight Range Balls (currently used at the Driving Range). The golf ball data included Driver and 7-iron trajectories from two golfers. The limited testing results revealed that the percentage carry of the Srixon LFRB compared to premium balls is closer to 90%. Given the small sample size, one cannot be confident that all Srixon LFRBs would yield 85% or closer to 90%. Thus, in this analysis, I'll provide the percentage escapements for both. I'd recommend further testing of the Srixon LFRBs with more golfers with different club speeds and a larger sample of balls.

**Diagram 3-1: Driving Range Proposed Fences**





## EXHIBIT 13

LFRBs will carry less far due to lower ball speed and/or greater aerodynamic drag due to a less efficient dimple patterns. The limited golf ball testing of the Srixon LFRB reveals that it yields less ball speed (for a given club speed) compared to a premium golf ball (like the Titleist ProV1). Further testing would be required to determine if the dimple pattern on the golf ball yields more aerodynamic drag, thus reducing its carry distance further.

Diagram 3-1 from the original report is reproduced above. The yellow line represents the preferential target line from the middle of the hitting area. Given the distance and direction from the starting point of the yellow line, I calculated the percentage of LFRBs that would carry over different height fences for boundaries left of the yellow line and right of the yellow line.

Height of Fence in feet	Left Side with 85% LFRBs	Left Side with 90% LFRBs	Right Side with 85% LFRBs	Right Side with 90% LFRBs
25	2.7	4.9	2.1	5.1
30	2.3	3.2	1.7	4.1
35	1.3	2.7	1.0	2.7
40	0.6	1.6	0.6	1.6
45	0.4	0.9	0.4	1.0
50	0.25	0.6	0.2	0.6

The percentages above do not reflect there being any wind present. Prevailing winds would increase the percentages on the sides of the Range that the wind is blowing towards. Headwinds would decrease the percentages at the end of the Range but increase the percentages at the sides of the Range.

When patrons are hitting balls forward of the position indicated by the yellow line in Diagram 3-1, the percentages in the table above would be larger, and when patrons are hitting balls further back of the position, the percentages in the table would be smaller, especially for areas at the end of the Range.

As an example, the Right Side with 85% LFRBs would yield an escapement of 2.1% with a 25 ft high fence, 0.6% with a 40 ft high fence and 0.2% with a 50 ft high fence. This would be comparable to 210 balls with a 25 ft fence, 60 balls with a 40 ft high fence, and 20 balls with a 50 ft fence, for every 10 000 balls hit with a Driver. The percentages and numbers of balls that escape would be lower when golfers are hitting more lofted clubs, especially the short irons.

## Overlake Golf & Country Club

### Area Club Range Net Questionnaire

#### Eugene Country Club (Eugene, OR)

1. Do you have a net or fence on your range and if so, what is the height?

85'

2. How long is your range from the back tee deck to the net?

Overall length of the range is 329 yards.

3. Is your net or fence there for safety purposes and if so, does it work?

Safety; we have condominiums on the west that were being shelled with errant golf balls and errant balls were also landing onto the # 1 fairway on the east.

4. Why is your net or fence the height that it is (what factors were considered in determine the height)?

I hired Tanner Consulting Group to conduct a "Trajectory Study" to determine what would be the best height. They recommended something similar to what you would see at Top Golf, though we settled on something more reasonable. In Eugene, and I assume Bellevue, we had to file for a construction permit; we hired a different engineer to facilitate this request.

5. If you had to do it over again, what would you change?

We are happy with the results.



## EXHIBIT 14

### Sahalee Country Club (Sammamish, WA)

1. Do you have a net or fence on your range and if so, what is the height?

Yes—50' net, originally 35' but added pole extensions in 2018.

2. How long is your range from the back tee deck to the net?

280 yards.

3. Is your net or fence there for safety purposes and if so, does it work?

Yes, it is for safety and is generally effective in preventing errant shots from exiting the range area. Extremely long hitters can carry balls over portions of the net.

4. Why is your net or fence the height that it is (what factors were considered in determine the height)?

The original range net and poles were 35' tall and errant balls frequently carried over the net. The addition of 15' extensions to the poles dramatically reduced balls exiting the range area.

5. If you had to do it over again, what would you change?

Additional height would still be preferable over the current 50' net. The addition of screening to hide the maintenance areas outside the range net would be an improvement.

## EXHIBIT 14

### Royal Oaks Golf & Country Club (Vancouver, WA)

1. Do you have a net or fence on your range and if so, what is the height?

Yes, on the upper range, 50 feet.

2. How long is your range from the back tee deck to the net?

Upper range is 120 yards, lower range is 300+.

3. Is your net or fence there for safety purposes and if so, does it work?

Yes, the nets protect the maintenance area and the employee parking lot. We also moved the target greens to the center to keep ball from hitting cars.

4. Why is your net or fence the height that it is (what factors were considered in determine the height)?

Flight and distance.

5. If you had to do it over again, what would you change?

We would like to have the upper range longer.

## EXHIBIT 14

### Sand Point Country Club (Seattle, WA)

1. Do you have a net or fence on your range and if so, what is the height?

Yes, 80'.

2. How long is your range from the back tee deck to the net?

130 yards.

3. Is your net or fence there for safety purposes and if so, does it work?

We redesigned hole 11 and are getting balls over the net, such that we have restricted use to irons only.

4. Why is your net or fence the height that it is (what factors were considered in determine the height)?

Unsure other than technology at the time it was assumed that it was adequate?

5. If you had to do it over again, what would you change?

We are in the process of creating a Master Plan for the Tennis Court/Driving Range area that may include Top Tracer technology. If so, a new net would be installed much closer to the bay structure, roughly 75-100 yards out.



## EXHIBIT 14

### Meridian Valley Golf Club (Kent, WA)

1. Do you have a net or fence on your range and if so, what is the height?

Yes - 50 feet high.

2. How long is your range from the back tee deck to the net?

240 yards.

3. Is your net or fence there for safety purposes and if so, does it work?

Yes, it protects the 8<sup>th</sup> hole, currently the net is worn and has holes in it and some can hit it over the top of existing.

4. Why is your net or fence the height that it is (what factors were considered in determine the height)?

It was built around year 2000 and was good at that time, we plan on putting in new poles at 75 feet high.

5. If you had to do it over again, what would you change?

We are doing it over, contracted with Judge Netting to install new 75-foot poles and netting and cables this summer/fall.

## EXHIBIT 14

### Glendale Country Club (Bellevue, WA)

1. Do you have a net or fence on your range and if so, what is the height?

50' on the side and 25' on the end.

2. How long is your range from the back tee deck to the net?

255 yards.

3. Is your net or fence there for safety purposes and if so, does it work?

Yes, however we're restricted as to the height of the net as we have PSE power lines running overhead. With new equipment we are seeing balls carry the net at times.

4. Why is your net or fence the height that it is (what factors were considered in determine the height)?

As mentioned, we are restricted to about 25' at the end of our range, we hope that will change as the power lines are being raised over the coming year or so.

5. If you had to do it over again, what would you change?

We would go higher on the side as we have too many balls hit over the net which end up in our first fairway. Definitely go higher on the end if it were possible.

### Inglewood Seattle Golf

no net-too expensive-planted more trees

no net-no need. 280 yard range

### Fairwood

50' left and right-lower at end as it is very, very long. 50' height is for safety of condos and course on sides



## Overlake Golf and Country Club



### Rendering Views Around Driving Range

8000 NE 16TH ST. MEDINA, WA 98039

09 . 23 . 2024

LINK  
DESIGN GROUP LLC



## EXHIBIT 15

1 Overall Remodel Explanation

2 Views Around Overlake Driving Range

(Current & Future)

# 1 PROCESS EXPLAINED

## Updated Fenceline and Tree Retention Plan

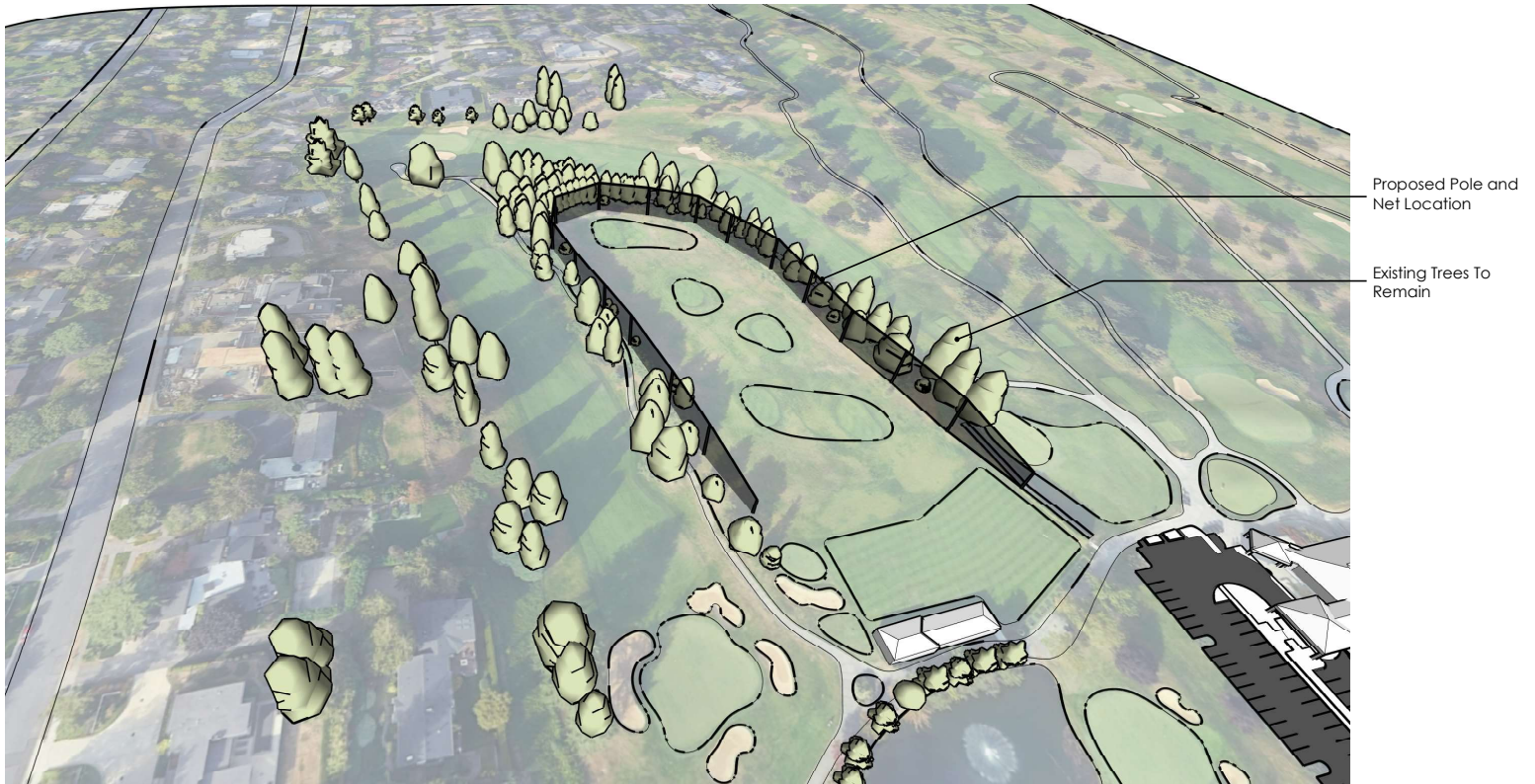


EXHIBIT 15

Proposed Fenceline and Tree Retention, Plus New Trees

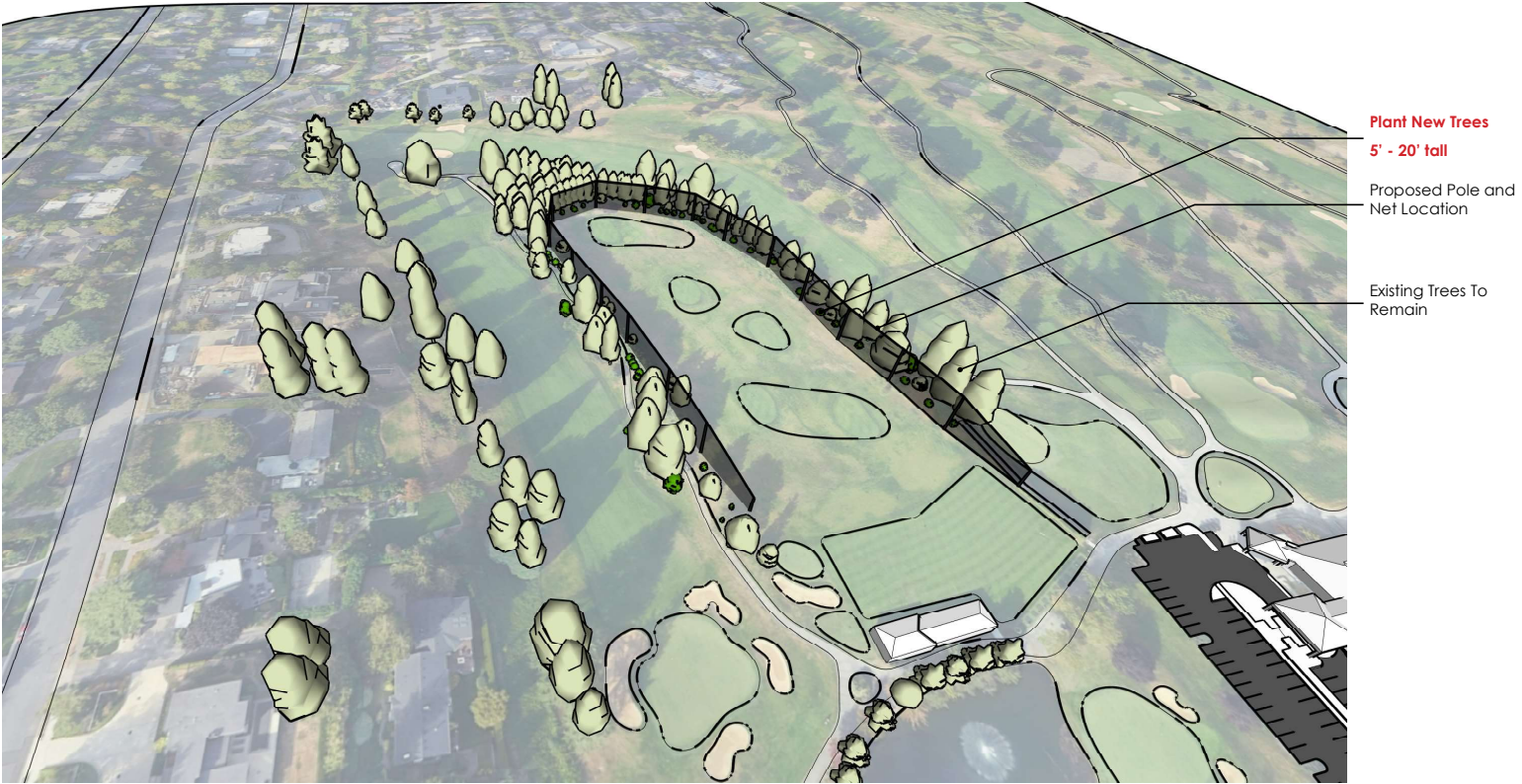




EXHIBIT 15

Proposed Fenceline and Tree Retention, Plus New Trees After Ten Years

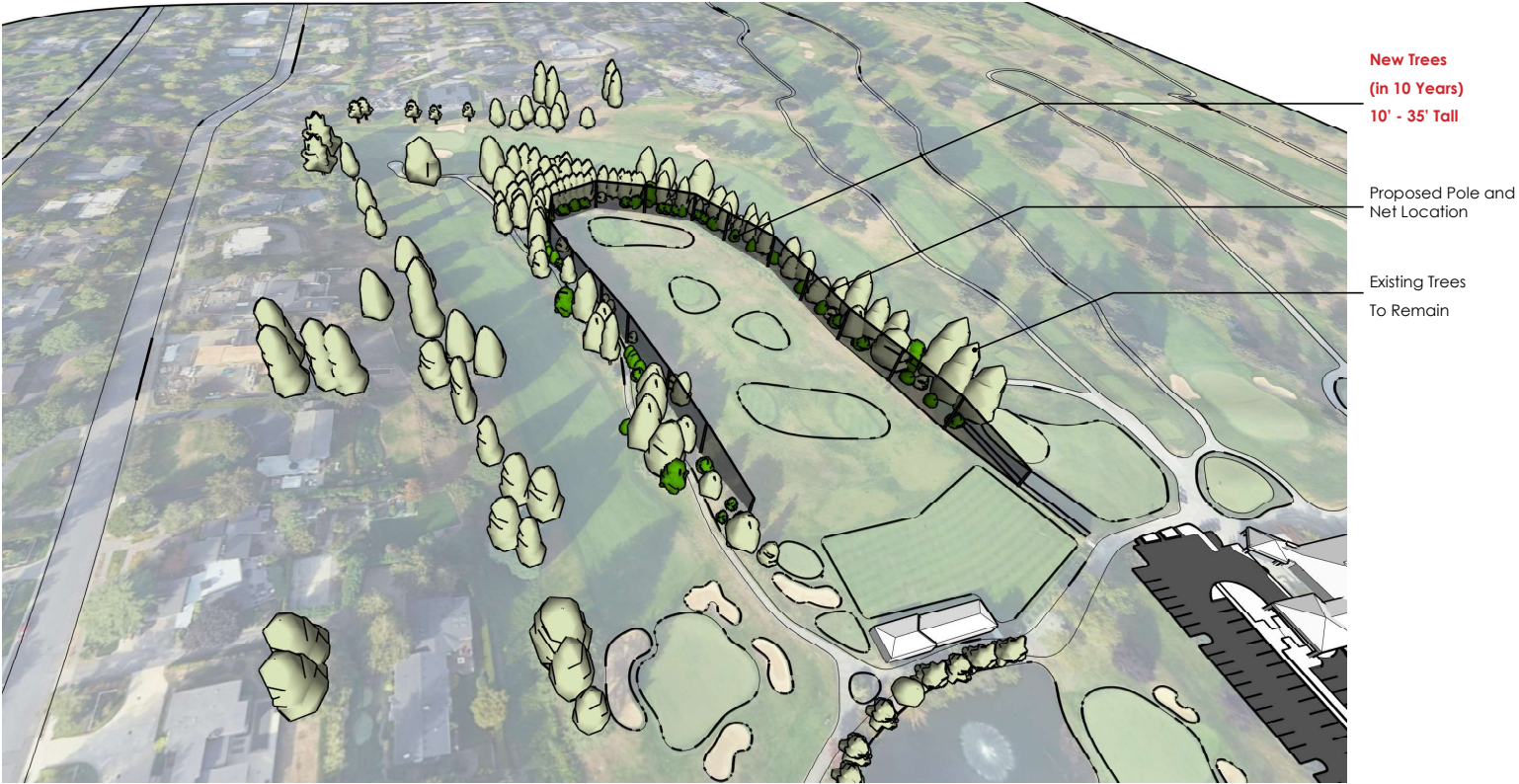


EXHIBIT 15

Proposed Fenceline and Tree Retention, Plus New Trees At Mature Size (in 25~30 Years)



## 2 VIEWS AROUND DRIVING RANGE



## EXHIBIT 15



View 1  
View From Shultz patio

Existing

## EXHIBIT 15



View 1  
View From Shultz patio

After Tree  
Removal.  
New Trees  
Have Not  
Been Planted.



## EXHIBIT 15



View 1  
View From Shultz patio

Planting of  
New Trees,  
5'-20' Tall.



## EXHIBIT 15



View 1  
View From Shultz patio

In Approx. 10  
Years New  
Trees Estimated  
To Be 10'- 35'  
Tall.

## EXHIBIT 15



View 1  
View From Shultz patio

In Approx.  
25~30 Years,  
New Trees at  
Their Mature  
Size 15'-70'  
Tall.



## EXHIBIT 15



View 2  
View From Magnano deck

Existing



## EXHIBIT 15



View 2  
View From Magnano deck

After Tree  
Removal.  
New Trees  
Have Not  
Been Planted.

## EXHIBIT 15



View 2  
View From Magnano deck

Planting of  
New Trees,  
5'-20' Tall.



## EXHIBIT 15



View 2  
View From Magnano deck

In Approx. 10  
Years New  
Trees Estimated  
To Be 10'- 35'  
Tall.



## EXHIBIT 15



View 2  
View From Magnano deck

In Approx.  
25~30 Years,  
New Trees at  
Their Mature  
Size 15'-70'  
Tall.

## EXHIBIT 15



View 3  
View From Driving Range

Existing



## EXHIBIT 15



View 3  
View From Driving Range

After Tree  
Removal.  
New Trees  
Have Not  
Been Planted.



## EXHIBIT 15



View 3  
View From Driving Range

Planting of  
New Trees,  
5'-20' Tall.

## EXHIBIT 15



View 3  
View From Driving Range

In Approx. 10  
Years New  
Trees Estimated  
To Be 10'- 35'  
Tall.



## EXHIBIT 15



View 3  
View From Driving Range

In Approx.  
25~30 Years,  
New Trees at  
Their Mature  
Size 15'-70'  
Tall.



## EXHIBIT 15



View 4  
View From Hole 1 Fairway

Existing

## EXHIBIT 15



View 4  
View From Hole 1 Fairway

After Tree  
Removal.  
New Trees  
Have Not  
Been Planted.



## EXHIBIT 15



View 4  
View From Hole 1 Fairway

Planting of  
New Trees,  
5'-20' Tall.



## EXHIBIT 15



View 4  
View From Hole 1 Fairway

In Approx. 10  
Years New  
Trees Estimated  
To Be 10'- 35'  
Tall.

## EXHIBIT 15



View 4  
View From Hole 1 Fairway

In Approx.  
25~30 Years,  
New Trees at  
Their Mature  
Size 15'-70'  
Tall.



## EXHIBIT 15



View 5  
View From Hole 2 Tee Box

Existing



## EXHIBIT 15



View 5  
View From Hole 2 Tee Box

After Tree  
Removal.  
New Trees  
Have Not  
Been Planted.



## EXHIBIT 15



View 5  
View From Hole 2 Tee Box

Planting of  
New Trees,  
5'-20' Tall.



## EXHIBIT 15



View 5  
View From Hole 2 Tee Box

In Approx. 10  
Years New  
Trees Estimated  
To Be 10'- 35'  
Tall.



## EXHIBIT 15



View 5  
View From Hole 2 Tee Box

In Approx.  
25~30 Years,  
New Trees at  
Their Mature  
Size 15'-70'  
Tall.



## EXHIBIT 15





NETEX CANADA NETTING INC. 5128 CENTRAL AVENUE DELTA, B.C. V4K 2H2  
Toll Free 1 800 936 6388 Tel 604 946 8679 Fax 604 946 8690 m.wilson@dccnet.com  
Website: [www.netexnetting.ca](http://www.netexnetting.ca)

## DYNEEMA GOLF BARRIER NET

*Uses: Driving range barrier fence*

MATERIAL: Dyneema SK78 high molecular weight polyethylene (HMPE)  
MESH SIZE : 2 1/8" diamond or 1 1/16" square ( #6 gauge )  
MESH DESIGN: twisted double knot  
TWINE DIAMETER: .8 mm  
COLOR: black solution dyed yarn  
WEIGHT: .012 LB. PER SQ/FT  
KNOT BREAKING STRENGTH: 248 lbs.  
MESH BREAKING STRENGTH: 103 lbs.  
COLD WEATHER RESISTANCE: 10% drop in elongation and 10% increase in tensile strength at -60 C  
HOT WEATHER RESISTANCE: 20% drop in tensile strength and no loss in elongation at 60 C  
SHRINKAGE & EXPANSION RATE: boiling water shrinkage < 4%  
LIFE EXPECTANCY: 25 plus years

**WARRANTY: 15 YEAR pro rated against U.V degradation**

**Certified Wind Tunnel Tested**

### **DYNEEMA PERIMETER ROPE BORDER**

MATERIAL: DYNEEMA SK78 12 strand braided Ultra high molecular weight polyethylene (HMPE)  
DIAMETER: 5/16" (8mm)  
COLOR: Black solution dyed yarn  
TWINE: 1.9 mm braided black with 550 lbs break strength (250 KG)  
BREAKING STRENGTH: 6,000 LBS. (2721 KG)  
ADVANTAGES: improves service life, excellent abrasion, prevents contamination, high tenacity, low stretch.

- ***This net is made from DSM yarn. The original developer of Dyneema fibre. The highest quality HMPE yarn available and only in Netex #6 golf barrier nets.***
- ***Dyneema® is both the world's strongest fiber and the only HMPE fiber scientifically engineered to overcome abrasion, bending fatigue, compression, and creep fatigue***
- ***Dyneema SK78 has 4X longer abrasion life than generic HMPE***
- ***Dyneema SK78 matches its claim strength of 35 cN/dtex batch after batch***
- ***Dyneema SK78 massively outperforms all other HMPE in fatigue and creep lifetime comparisons***



**EXHIBIT 16**



# Dear Overlake Neighbors,

I hope this message finds you well and that you are having a joyous holiday season. This message is to provide an update regarding Overlake Golf & Country Club's Driving Range Renovation Plan.

This past spring, we received valuable feedback, suggestions, and concerns from several Members and neighbors who reside on the golf course surrounding the Driving Range. The team involved in the project, led by our Board of Trustees, took these concerns seriously. We carefully considered them and temporarily postponed the height variance application for the safety net. The Board also established a Special Committee composed of two Members of the Board, two Members who reside on the golf course surrounding the range, and our Golf Course Superintendent to explore potential adjustments, focusing on improving the Plan's aesthetic appeal while ensuring the safety for our Members and guests.

Preserving mature trees emerged as a critical aspect of the Plan that needed improvement. To address this, the Special Committee recommended hiring an independent professional arborist. The arborist was tasked with analyzing the net placement in relation to our mature trees and developing an ongoing maintenance and pruning plan that would help us retain as many healthy, mature trees as possible. The Board supported this recommendation, recognizing our commitment to both our environment and our Membership, and moved forward and contracted Urban Forestry Services (UFS). Over the past six months, UFS has worked closely with our Golf Course Superintendent, and our Green Committee.

Together, they identified areas where we could adjust net placement to save more mature trees. UFS also developed a landscape plan for the exterior of the Range. This plan includes evergreen screening and a layered, diverse visual buffer designed to soften and obstruct the planned safety net to improve its overall aesthetics. Tree selection was carefully considered, emphasizing aesthetics, sustainability, and low maintenance demands. In addition, a comprehensive pruning and maintenance plan was created to ensure that our mature trees and future landscaping will not interfere with the new safety net.

We are pleased to now present you, our neighbors, with the improved Driving Range Renovation Plan. This latest version includes complete grading of the range's interior and enhanced targets designed by our Golf Course Architect, in addition to the revised safety net placement and new exterior landscaping.

We submitted our variance proposal to the City just before Thanksgiving, and we hope to move forward. Assuming the application is approved, timing and any other relevant details of the plan will be shared in a future communication. In the meantime, you can view the before-and-after renderings from various sides of the Driving Range in the following pages. Thank you for being part of this community and we hope that this information is helpful to you as our neighbor.

Sincerely,

*Shelly Inouan*

General Manager/Chief Operating Officer,  
Overlake Golf & Country Club





# Current and After View of the Interior of the Range

## Current View



## After View with Planting of New Trees, 5'-20' Tall



## After View Approx. 10 Years Later, New Trees Est. to be 10'-35' Tall





# Current and After View from Hole #1 Fairway

EXHIBIT 17

## Current View



## After View with Planting of New Trees, 5'-20' Tall



## After View Approx. 10 Years Later, New Trees Est. to be 10'-35' Tall





# Current and After View of the Back Line of the Range

EXHIBIT 17

## Current View



## After View with Planting of New Trees, 5'-20' Tall



## After View Approx. 10 Years Later, New Trees Est. to be 10'-35' Tall





# Current and After View from Hole #2 Tee Box

EXHIBIT 17

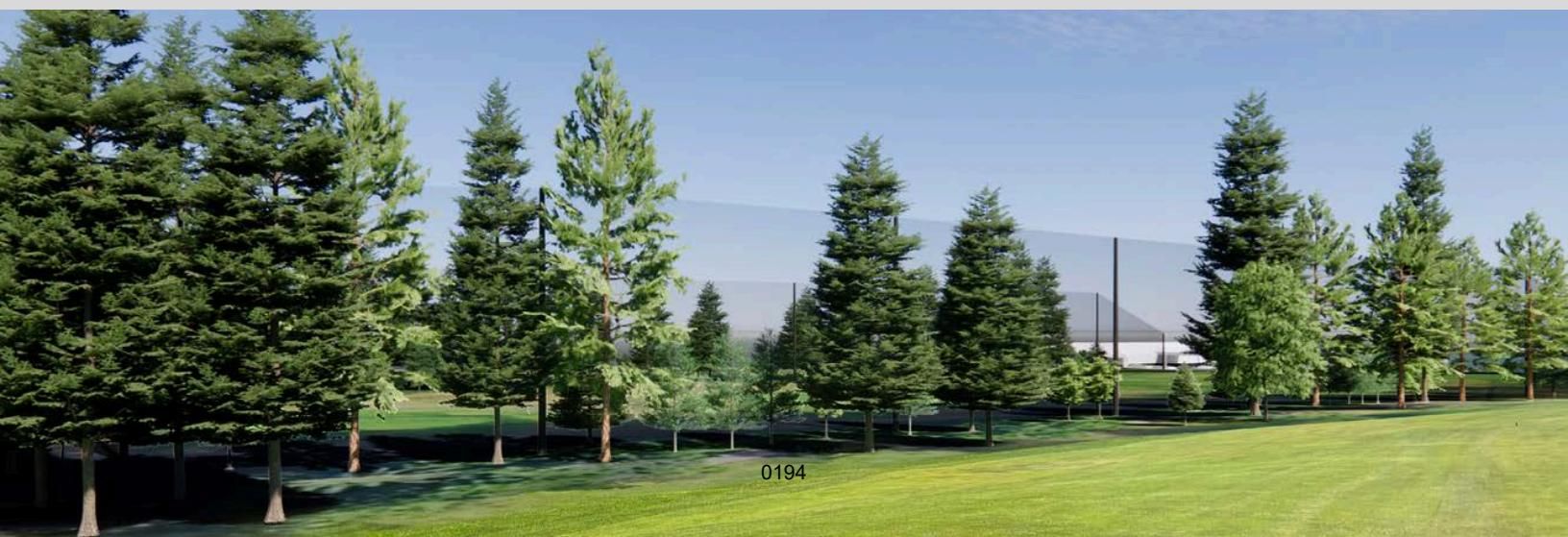
## Current View



## After View with Planting of New Trees, 5'-20' Tall



## After View Approx. 10 Years Later, New Trees Est. to be 10'-35' Tall





## EXHIBIT 18a

**From:** Mike Willingham  
**Sent:** Sun, 26 May 2024 17:22:32 +0000  
**To:** Council  
**Cc:** Joan Willingham  
**Subject:** Fw: Alternative Proposals for the Driving Range Renovation Plan

Hello!

I am sending this message to the Medina City Council **in support of creating alternative plans** to the Overlake Golf & Country Club proposal for the driving range renovation. My wife Joan and I currently reside at 1660 77<sup>th</sup> Ave NE and our home shares a property line with the club, just off the 2<sup>nd</sup> fairway and overlooking the driving range and extended views across the course and Clyde Hill.

Our family has lived in Medina for the past 24 years and we love our beautiful city and neighborhoods. The beauty of Overlake GCC is one of our best assets. The club's renovation plan is at odds with our city's history of preserving our natural resources and aesthetic.

Sincerely,  
Mike and Joan Willingham  
425-301-1291

**From:** Chasma Gerron <chasmah@hotmail.com>  
**Sent:** Monday, May 20, 2024 9:58 AM  
**To:** ben magnano <benjmagnano@yahoo.com>; Effie Magnano <etoshav@fenwick.com>; Ty Schultz <tyshultz@gmail.com>; Jenny Schultz <jennyschultz@gmail.com>; Michelle Razore <mdearias@hotmail.com>; joe@mrmcapitalllc.com <joe@mrmcapitalllc.com>; jeff richy <jeffreychy@msn.com>; Sonja Richey <sonjarichey@comcast.net>; Mike Willingham <mikewillingham@msn.com>; joanwilling@hotmail.com <joanwilling@hotmail.com>; kitpolleythayer@comcast.net <kitpolleythayer@comcast.net>; John Thayer <thayer.j@comcast.net>; mrsbevj@aol.com <mrsbevj@aol.com>; donjefferson@att.net <donjefferson@att.net>; Dianasabey@hotmail.com <Dianasabey@hotmail.com>; cjayte@yahoo.com <cjayte@yahoo.com>; Cindy Gayte <cindygayte@outlook.com>; cgerron@hotmail.com <cgerron@hotmail.com>; thuyshimizu@gmail.com <thuyshimizu@gmail.com>  
**Subject:** FW: Alternative Proposals for the Driving Range Renovation Plan

If you want to communicate your concerns with the city, please forward this email along with your own thoughts to [council@medina-wa.gov](mailto:council@medina-wa.gov)

---

**From:** Chasma Gerron  
**Sent:** Thursday, May 16, 2024 9:27 AM  
**To:** council@medina-wa.gov  
**Cc:** cgerron@hotmail.com; ben magnano <benjmagnano@yahoo.com>; tyshultz@gmail.com; Mike

## EXHIBIT 18a

Willingham <mikewillingham@msn.com>

**Subject:** FW: Alternative Proposals for the Driving Range Renovation Plan

Hello,

We are homeowners in Medina, live on the course, and members of Overlake Golf and Country Club. Recently, we heard of a plan to erect a 50-foot net around the driving range with an extensive tree removal. This impacts most of our views looking out on the course and the overall appearance of the club itself. We have tried to work with the club on alternative plans to reduce the height of the proposed net and keep the trees. We are in communication with most of the homeowners who live on the course with views of the range, they are also concerned with this proposal.

Overlake G&CC has decided to move forward with this plan and will be asking the city for a variance. We want to make sure that as a neighborhood, we have the ability to voice our concerns about the excessive net height and tree removal. One of the things that Medina special is its natural beauty, we want to preserve this. We understand there is a need for additional safety but there are alternatives to solve this problem and keep the serenity of the neighborhood intact.

Below, you will see the correspondence from four residents who speak for many concerned with this project. They put together alternate plans after reviewing the proposed plan. Above that email, you will see a response from Sharon who is the club president, stating the club will go forward with a 50-foot net and extensive tree removal.

Thank you for your time and please reach out if I can help answer any questions or provide additional concerns from our neighborhood.

Chasma & Christian Gerron  
2012 77<sup>th</sup> Ave NE  
Medina, WA 98039

425-922-0879

---

**From:** Sharon Fite <[sharonfite@hotmail.com](mailto:sharonfite@hotmail.com)>

**Sent:** Friday, May 10, 2024 10:21 PM

**To:** Ty Schultz <[ty Schultz@gmail.com](mailto:ty Schultz@gmail.com)>; Mike Willingham <[mikewillingham@msn.com](mailto:mikewillingham@msn.com)>; ben magnano <[benj magnano@yahoo.com](mailto:benj magnano@yahoo.com)>; Christian G <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)>

**Cc:** Shelly Inman <[shelly@overlakegcc.com](mailto:shelly@overlakegcc.com)>; 'Jim Ridgeway' <[jim@leewardfp.com](mailto:jim@leewardfp.com)>; Cory Brown <[cbrown@overlakegcc.com](mailto:cbrown@overlakegcc.com)>; Moore, Andrew B. (SEA) <[amoore@perkinscoie.com](mailto:amoore@perkinscoie.com)>

**Subject:** RE: Alternative Proposals for the Driving Range Renovation Plan



## EXHIBIT 18a

Hi Ty, Ben, Mike, and Christian,

I'm sorry for not getting back to you sooner. I left for vacation the morning after our last Board meeting and just returned this week.

The Board received your email and discussed your two proposals at length but continues to see a 50-foot net system as a critical safety element that must be retained. That said, we are continuing to work with our vendors and consultants, including, as you suggested, a third-party arborist, to address concerns and suggestions raised in the walkthrough. This includes rerouting the net system and preserving existing trees to the greatest extent possible, as well as other steps to mitigate any immediate aesthetic impact. We will follow up with a plan once we have more details.

Thank you for your time and effort working on the Special Committee. Your contribution and insight have helped us to see ways to improve the driving range plan.

Please let me know if you have any questions.

Sincerely,  
Sharon

### SHARON T. FITE, President Board of Trustees

425.765.2896 [sharonfite@hotmail.com](mailto:sharonfite@hotmail.com)

Overlake Golf & Country Club, Medina, WA

Club website: <https://overlake.club/>



*The preferred golf & country club for active families in the Pacific Northwest.*

---

**From:** Ty Schultz <[tyschultz@gmail.com](mailto:tyschultz@gmail.com)>

**Sent:** Wednesday, April 24, 2024 9:16 AM

**To:** Shelly Inman <[shelly@overlakegcc.com](mailto:shelly@overlakegcc.com)>; Sharon Fite <[sharonfite@hotmail.com](mailto:sharonfite@hotmail.com)>; Jim Ridgeway <[jim@leewardfp.com](mailto:jim@leewardfp.com)>; Moore, Andrew B. (SEA) <[amoore@perkinscoie.com](mailto:amoore@perkinscoie.com)>; Cory Brown <[cbrown@overlakegcc.com](mailto:cbrown@overlakegcc.com)>; Mike Willingham <[mikewillingham@msn.com](mailto:mikewillingham@msn.com)>; Ben Magnano <[benjmagnano@yahoo.com](mailto:benjmagnano@yahoo.com)>; Christian G <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)>

**Subject:** Alternative Proposals for the Driving Range Renovation Plan

Dear Board Members and Greens Committee,

Thank you for your continued engagement and dialogue regarding the Driving Range Renovation Plan. Over the past month, our group has been actively involved in several activities to understand better and address the concerns related to this project. This has included:

- Walking the range to review the current conditions and potential changes,
- Participating in the range demonstration,

## EXHIBIT 18a

Analyzing the commissioned ball flight study,  
Engaging in discussions with Shelly, Cory, and a significant number of both  
Proprietary members and neighbors about viable solutions.  
Traveling to nearby private and public ranges  
Walking the course daily to count balls that leave the range and identifying where  
they land (inside or outside of the cart path) on holes #1 and #2

Through these discussions, our group has identified the preservation of the Club and neighborhood aesthetic as a critical aspect overlooked by the current renovation proposal. The near-complete removal of mature trees in favor of a man-made structure raises substantial concerns regarding safety, aesthetic value, and the long-term appeal of the Club. Notably, the ball flight study does not advocate for tree removal or support the necessity of a 50-foot structure. Moreover, the data suggests that the swing speeds simulated are beyond the capability of over 95% of golfers. This questions the need for such extensive structural changes and proposes fencing in addition to the trees, not instead of them. The aesthetic appeal and natural beauty of golf courses like Augusta and Torrey Pines are central to their fame and success—a point we believe should be considered seriously in our planning. As long-term neighbors and partners of the Club, our co-existence with the Club's environment is a perpetual commitment, transcending the tenure of any single Board member or Club official. After considerable discussion, our group proposes the following two alternatives:

### **Proposal #1 – Limited Fencing**

Retain all mature trees, except those in decline, with an ongoing maintenance and pruning plan developed by a professional arborist.  
Install a 25-foot netting and pole system inside the tree line to enhance visual integration for the initial 75-100 yards of the range.  
Add 1-2 bays of Trackman Golf Simulators with heating and other amenities.  
Erect high-quality, aesthetically attractive signage to indicate a maximum range use of 200 yards, offer Trackman for longer hitters, and mandate the use of low-compression range balls, as suggested by the ball flight study, for longer hitters.  
Focus range targets within the central 25% range, aligning with the study's recommendations.  
All members and guests are required to sign a risk acknowledgment form annually.

### **Proposal #2 – Full Fencing**

Similar to Proposal #1, with adjustments to the netting to extend beyond the sides to include the north end of the range with continued emphasis on the integrated aesthetic and functional enhancements.

Both proposals prioritize cost efficiency, reduce project duration, enhance aesthetic and equity value, and maintain range functionality and safety. We are prepared to co-invest and collaborate with the Club to hire an arborist experienced in tree preservation to guide the planning and implementation phases. We look forward to your feedback and continuing our collaborative efforts to refine these proposals further.



**EXHIBIT 18a**

Warm regards,  
Ben, Christian, Mike, and Ty

## EXHIBIT 18b

**From:** [Steve Wilcox](#)  
**To:** [Rebecca Bennett](#)  
**Subject:** FW: Overlake GCC Variance Request  
**Date:** Wednesday, December 11, 2024 3:20:03 PM  
**Attachments:** [image001.jpg](#)

---

Please file this to the OGCC fence application file.

Steven R. Wilcox  
City of Medina  
Development Services Director  
425-233-6409

---

**From:** Steve Wilcox  
**Sent:** Wednesday, December 11, 2024 3:18 PM  
**To:** Ben Magnano <ben@frazierhealthcare.com>; Christian G <cgerron@hotmail.com>  
**Cc:** Rob Kilmer <rkilmer@medina-wa.gov>; Ty Schultz <tyschultz@gmail.com>; Mike Willingham <mikewillingham@msn.com>; Steve Burns <Sburns@medina-wa.gov>; Rebecca Bennett <rbennett@medina-wa.gov>  
**Subject:** RE: Overlake GCC Variance Request

Hello Mr. Magnano-

Happy Holidays to you as well.

The fence proposal involves a public process which you can be a part of through writing comments and speaking at a hearing which will eventually be scheduled. The hearing is conducted by Medina's Hearing Examiner.

Please contact me next week if you would like to talk. At this moment we have documents submitted, but have not deemed the application to be complete.

Steve

Steven R. Wilcox  
Development Services Director  
City of Medina  
P.O. Box 144 | 501 Evergreen Point Road  
Medina, WA 98039  
P: 425-233-6409  
E: [swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)



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## EXHIBIT 18b

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**From:** Ben Magnano <[ben@frazierhealthcare.com](mailto:ben@frazierhealthcare.com)>  
**Sent:** Wednesday, December 11, 2024 11:22 AM  
**To:** Christian G <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)>  
**Cc:** Rob Kilmer <[rkilmer@medina-wa.gov](mailto:rkilmer@medina-wa.gov)>; Ty Schultz <[tyschultz@gmail.com](mailto:tyschultz@gmail.com)>; Mike Willingham <[mikewillingham@msn.com](mailto:mikewillingham@msn.com)>; Steve Burns <[Sburns@medina-wa.gov](mailto:Sburns@medina-wa.gov)>; Steve Wilcox <[swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)>  
**Subject:** Re: Overlake GCC Variance Request

Rob, Steve and Steve,

Happy Holidays - we only wish it were under happier circumstances we were writing.

Our family echoes what the Gerron, Schultz and Willingham families are saying below and we would also tell you virtually every household up and down 16th, 77th, 78th and over to 79th are vehemently opposed to this current plan Overlake is advancing.

It's doubly frustrating for those of us who are long time golf and social members to have attempted to engage constructively with our club in 2024 only to be turned away and ignored for a considerable investment neither the membership is seeking nor does the community want, which will create a long time eye sore in our beautiful, historic community.

Respectfully,  
Ben Magnano & Effie Toshav

Ben J. Magnano  
Frazier Healthcare Partners  
Sent from my iPhone

On Dec 11, 2024, at 11:09 AM, Christian G <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)> wrote:

Hello Rob, Steve, and Steve,  
We are hoping to get some more insight on the next steps for Overlake GCC height variance for their proposed driving range plan. Many in the

## EXHIBIT 18b

neighborhood, and many members, are strongly against this plan. We want to be sure we can attend any hearings for this variance request to ensure we can share our views, and the multitude of alternative options we've provided the club over the last 6 months. Thank you for any guidance you can provide on next steps.

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## EXHIBIT 18c

**From:** [Steve Wilcox](#)  
**To:** [Rebecca Bennett](#)  
**Subject:** FW: Overlake GCC Variance Request  
**Date:** Wednesday, December 11, 2024 3:20:24 PM  
**Attachments:** [image001.jpg](#)

---

This is also a comment for the OGCC fence file.

Steven R. Wilcox  
City of Medina  
Development Services Director  
425-233-6409

---

**From:** Steve Wilcox  
**Sent:** Wednesday, December 11, 2024 3:13 PM  
**To:** Christian G <cgerron@hotmail.com>; Rob Kilmer <rkilmer@medina-wa.gov>; Ty Schultz <tyschultz@gmail.com>; Ben Magnano <ben@frazierhealthcare.com>; Mike Willingham <mikewillingham@msn.com>; Steve Burns <Sburns@medina-wa.gov>  
**Subject:** RE: Overlake GCC Variance Request

Hello-

You will have opportunity to further and more formally comment on this project. I will consider what you have written to be comments for the project file and which will later become a part of a staff report for the Hearing Examiner. You can write additional comment text if you would like to. The Medina Hearing Examiner will be tasked with making a decision on this fence variance. You will have opportunity to speak at the hearing as well as your written comments. When a hearing is scheduled it will be noticed to OGCC neighbors.

The hearing examiner has specific criteria to follow in making decisions which are outlined in our Medina Municipal Code. Our Medina Municipal Code Ch. 16.72 details nonadministrative variance process. Please see [CHAPTER 16.72. - QUASI-JUDICIAL APPROVALS](#) and note that this chapter has been recently updated. See "Amended by Ordinance No. 1033" near the chapter heading for the new amendments which have not yet been published, but are effective.

At this point we have documents submitted, but the application has not yet been deemed complete. I expect to have a determination of complete, or incomplete by middle of next week. If incomplete we will ask the applicant for additional information. Once the application is found to be complete it will be routed for review. We do not have a building permit application which will come after the hearing is completed.

I am out of the office until next week, but please contact me if you would like to talk further.

Thank you,

Steve

Steven R. Wilcox  
Development Services Director  
City of Medina  
P.O. Box 144 | 501 Evergreen Point Road  
Medina, WA 98039  
P: 425-233-6409  
E: [swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)



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**From:** Christian G <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)>  
**Sent:** Wednesday, December 11, 2024 11:10 AM  
**To:** Rob Kilmer <[rkilmer@medina-wa.gov](mailto:rkilmer@medina-wa.gov)>; Ty Schultz <[tyschultz@gmail.com](mailto:tyschultz@gmail.com)>; Ben Magnano <[ben@frazierhealthcare.com](mailto:ben@frazierhealthcare.com)>; Mike Willingham <[mikewillingham@msn.com](mailto:mikewillingham@msn.com)>; Steve Burns <[Sburns@medina-wa.gov](mailto:Sburns@medina-wa.gov)>; Steve Wilcox <[swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)>  
**Subject:** Overlake GCC Variance Request

Hello Rob, Steve, and Steve,

We are hoping to get some more insight on the next steps for Overlake GCC height variance for their proposed driving range plan. Many in the neighborhood, and many members, are strongly against this plan. We want to be sure we can attend any hearings for this variance request to ensure we can share our views, and the multitude of alternative options we've provided the club over the last 6 months. Thank you for any guidance you can provide on next steps.

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**RE: Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.**

---

**From** Jonathan Kesler <jkesler@medina-wa.gov>

**Date** Tue 1/21/2025 10:55 AM

**To** Steven Goldfarb <steven@agjeweler.com>

**Cc** Rebecca Bennett <rbennett@medina-wa.gov>; Thomas Carter <tcarter@LDCcorp.com>

CAUTION: This email originated from outside of LDC. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Mr. Goldfarb,

Thank you for your email, your comments have been received. You will be a party of record on this case. Therefore, you will be notified when the Notice of Hearing is issued for the hearing before the Hearing Examiner.

Cordially,

Jonathan

Jonathan G. Kesler, AICP  
Planning Manager  
City of Medina  
501 Evergreen Point Rd.  
PO Box 144  
Medina, WA 98039  
425-233-6416  
[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)



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**From:** Steven Goldfarb <steven@agjeweler.com>

**Sent:** Saturday, January 18, 2025 10:38 AM

**To:** Jonathan Kesler <jkesler@medina-wa.gov>

**Subject:** RE: Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.

Please confirm receipt of this email.

Thank you,

Steven Goldfarb

**Steven B. Goldfarb**

President

425-454-9393

305 Bellevue Way NE

Bellevue, WA 98004

[www.agjeweler.com](http://www.agjeweler.com)**EXHIBIT 18d****ALVIN GOLDFARB**  
**JEWELER****From:** Steven Goldfarb**Sent:** Thursday, January 16, 2025 1:34 PM**To:** [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)**Subject:** FW: Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.

Good afternoon,

I would like to add my comments to the proposed application from Overlake Golf and Country Club for a height variance.

I live in Medina and do not wish to have precedent set for such an industrial, and substantial, edifice in our city. Like everyone, Overlake Golf and Country Club is a member of the community and should be able to enjoy their property without such an extraordinary deviation from current code.

As an involved member of the club, I am unaware of any actual events which have prompted the concern of players being hit by errant golf balls. If anything, the current trees lining the range perimeter are higher and more robust than ever, providing more coverage each year. The proposed variance includes the removal of a substantial amount of vegetation and will result in lesser protection both in look and safety.

If there is a real worry about safety, the money allocated for this project could pay for the hiring of a dedicated range monitor for well over a decade; more if the money is set aside and invested for this sole purpose. This request for a variance is a solution to a problem which either does not exist, or at the very least, has a more reasonable solution.

I will make myself available should you have need of follow-up or further comment.

Thank you,

Steven Goldfarb

7851 NE 21<sup>st</sup> Street

Medina, WA 98039

**Steven B. Goldfarb**

President

425-454-9393

305 Bellevue Way NE

Bellevue, WA 98004

[www.agjeweler.com](http://www.agjeweler.com)**ALVIN GOLDFARB**  
**JEWELER****From:** City of Medina <[wamedina@service.govdelivery.com](mailto:wamedina@service.govdelivery.com)>**Sent:** Thursday, January 2, 2025 3:15 PM**To:** Steven Goldfarb <[steven@agjeweler.com](mailto:steven@agjeweler.com)>**Subject:** Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.



**EXHIBIT 18d**

**Proposal:** A Non-administrative Variance of 25 feet to the 25-foot height limit of a structure in the R-20 Zoning District, per Table 16.23.050(A), Maximum Height Standards. The Applicant proposes to construct a 50-foot-high structure (a net) around the west, north, and east sides of the Overlake Golf & Country Club Driving Range, as a safety precaution to prevent errant balls from posing a risk of hitting golfers and other guests of the club. [click here for details.](#)

**File No.** P-24-079, Non-administrative Variance

**Applicant:** Richard Beckett (Agent)

**Site Address:** 8000 NE 16th St., Medina, WA 98039

**Other Required Permits:** Building Permit

**Application Received:** November 27, 2024

**Determination of Completeness:** December 23, 2024

**Notice of Application:** January 2, 2025

**PUBLIC COMMENTS:** Pursuant to MMC 16.80.110(8)(7), this application has a public comment period. **Please submit public comments no less than 14 days, January 16, 2025, and no more than 30 days, February 1, 2025, from the date of issuance of the Notice of Application.**

**STATE ENVIRONMENTAL POLICY ACT:** The proposal is exempt from environmental (SEPA) review pursuant to WAC 197-11-800(2)(e), Minor New Construction and 197-11-800(6)(e), Land Use Decisions, Granting of a Variance.

**DETERMINATION OF CONSISTENCY:** Pursuant to RCW 36.70B.040, a preliminary determination has found the proposal consistent with the provisions of the Medina Municipal Code.

**APPEAL RIGHTS:** Any person can comment on the application, receive notice of and participate in any hearings, and request a copy of the decision once made. Pursuant to MMC 16.80.220(8), the decision may be appealed to King County superior court by filing a land use petition within 21 days pursuant to Chapter 36.70C RCW.

**QUESTIONS:** The complete application may be viewed either at City Hall, located at 501 Evergreen Point Road, Medina WA, 98039, or electronically by emailing the staff contact below.

**EXHIBIT 18d**

**STAFF CONTACT:** Jonathan Kesler, AICP, City of Medina Planning Manager, at (425) 233-6416 or [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov).

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City of Medina  
501 Evergreen Point Road  
PO Box 144  
Medina, WA 98039  
(425) 233-6400 phone  
(425) 451-8197 fax  
[www.medina-wa.gov](http://www.medina-wa.gov)

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EXHIBIT 18e

To: Jonathan Kesler, City of Medina Planning Manager  
FM: Mike and Jan Peters  
Date: January 09, 2025  
Subject: File No. P-24-079 Non-administrative Variance  
CC: Ben Magnano

Jonathan,  
Jan and I own property which overlooks the Overlake Golf and Country Club (OG&CC), 1848 77<sup>th</sup> Ave NE here in Medina. We can see the approach to the green of hole 1, the men's and lady's tees for hole 2 plus the north portion of the driving range from our home and the yard. We are currently social members of the club and had previously been golfing members.

We had heard rumors of an upgrade to the driving range but had not been previously contacted by the club or the city about the project until your notice dated 1/2/2025. To be clear, **we are 100% against providing a variance to OG&CC for the following reasons:**

Impact of the Net Structure-The club is a very big part of the City of Medina. It is a social gathering place plus it contributes greatly to the look of the community. It's location, green fairways, trees etc. add a sense of calm, sophistication, and value to Medina and the surrounding communities (Clyde Hill). Placing a towering 50-foot net structure around the driving range would **unnecessarily** disrupt the feel of the community, damage views and lower the attractiveness and value of many properties, including ours. In most cases, this would be 25-feet above tree level or more! Every effort should be made to keep the height of the new structure at or below tree level!

50-foot Structure not needed-Building a new net structure 25-feet high or less (which would be more than double what is in place now in most places) would handle the needs of the club and could stay at or below the tree level in most cases. While playing golf, I have found very few balls from the driving range on the playing course and much of the problem with the current fence behind our home is the 8- foot height fence is chain link material which allows the balls to flow through rather than repel them. If that fence was not chain link, little or no balls would enter the playing course.

Construction-When building the new net structure, every effort should be made to retain all the greenery and trees in place, especially on the playing course/private property side. Any plants or trees removed should be replaced with an equivalent sized replacement plant. There should be NO clear cut to install the net structure. This will help to keep the impact of the improved height and surrounding properties to a minimum.

We would be glad to discuss our input to the variance request in person should you wish. I can be reached at my mobile number 425-941-0500 or by email at [mpeters0@comcast.net](mailto:mpeters0@comcast.net). Please confirm you received this email.

  
Michael Peters

  
Janice Peters

## EXHIBIT 18f

**From:** [Steven Goldfarb](#)  
**To:** [Jonathan Kesler](#)  
**Subject:** FW: Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.  
**Date:** Thursday, January 16, 2025 1:34:26 PM

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Good afternoon,

I would like to add my comments to the proposed application from Overlake Golf and Country Club for a height variance.

I live in Medina and do not wish to have precedent set for such an industrial, and substantial, edifice in our city. Like everyone, Overlake Golf and Country Club is a member of the community and should be able to enjoy their property without such an extraordinary deviation from current code.

As an involved member of the club, I am unaware of any actual events which have prompted the concern of players being hit by errant golf balls. If anything, the current trees lining the range perimeter are higher and more robust than ever, providing more coverage each year. The proposed variance includes the removal of a substantial amount of vegetation and will result in lesser protection both in look and safety.

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I will make myself available should you have need of follow-up or further comment.

Thank you,

Steven Goldfarb

7851 NE 21<sup>st</sup> Street  
Medina, WA 98039

**Steven B. Goldfarb**  
President

425-454-9393  
305 Bellevue Way NE  
Bellevue, WA 98004  
[www.agjeweler.com](http://www.agjeweler.com)



---

**From:** City of Medina <[wamedina@service.govdelivery.com](mailto:wamedina@service.govdelivery.com)>  
**Sent:** Thursday, January 2, 2025 3:15 PM  
**To:** Steven Goldfarb <[steven@agjeweler.com](mailto:steven@agjeweler.com)>  
**Subject:** Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.

Logo





## EXHIBIT 18f

**Proposal:** A Non-administrative Variance of 25 feet to the 25-foot height limit of a structure in the R-20 Zoning District, per Table 16.23.050(A), Maximum Height Standards. The Applicant proposes to construct a 50-foot-high structure (a net) around the west, north, and east sides of the Overlake Golf & Country Club Driving Range, as a safety precaution to prevent errant balls from posing a risk of hitting golfers and other guests of the club. [click here for details.](#)

**File No.** P-24-079, Non-administrative Variance

**Applicant:** Richard Beckett (Agent)

**Site Address:** 8000 NE 16th St., Medina, WA 98039

**Other Required Permits:** Building Permit

**Application Received:** November 27, 2024

**Determination of Completeness:** December 23, 2024

**Notice of Application:** January 2, 2025

**PUBLIC COMMENTS:** Pursuant to MMC 16.80.110(8)(7), this application has a public comment period. **Please submit public comments no less than 14 days, January 16, 2025, and no more than 30 days, February 1, 2025, from the date of issuance of the Notice of Application.**

**STATE ENVIRONMENTAL POLICY ACT:** The proposal is exempt from environmental (SEPA) review pursuant to WAC 197-11-800(2)(c), Minor New Construction and 197-11-800(6)(c), Land Use Decisions, Granting of a Variance.

**DETERMINATION OF CONSISTENCY:** Pursuant to RCW 36.70B.040, a preliminary determination has found the proposal consistent with the provisions of the Medina Municipal Code.

**APPEAL RIGHTS:** Any person can comment on the application, receive notice of and participate in any hearings, and request a copy of the decision once made. Pursuant to MMC 16.80.220(8), the decision may be appealed to King County superior court by filing a land use petition within 21 days pursuant to Chapter 36.70C RCW.

**QUESTIONS:** The complete application may be viewed either at City Hall, located at 501 Evergreen Point Road, Medina WA, 98039, or electronically by emailing the staff contact below.

**STAFF CONTACT:** Jonathan Kesler, AICP, City of Medina Planning Manager, at (425) 233-6416 or [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov).

Share this with your social networks

City of Medina  
501 Evergreen Point Road  
PO Box 144  
Medina, WA 98039  
(425) 233-6400 phone  
(425) 451-8197 fax  
[www.medina-wa.gov](http://www.medina-wa.gov)

## EXHIBIT 18f

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This email was sent to [steven@agjeweler.com](mailto:steven@agjeweler.com) using GovDelivery Communications Cloud on behalf of: City of Medina Washington · 501 Evergreen Point Road · Medina, WA 98039



## EXHIBIT 18g

To: Jonathan Kesler, City of Medina Planning Manager  
FM: Mike and Jan Peters  
Date: January 09, 2025  
Subject: File No. P-24-079 Non-administrative Variance  
CC: Ben Magnano

Jonathan,  
Jan and I own property which overlooks the Overlake Golf and Country Club (OG&CC), 1848 77<sup>th</sup> Ave NE here in Medina. We can see the approach to the green of hole 1, the men's and lady's tees for hole 2 plus the north portion of the driving range from our home and the yard. We are currently social members of the club and had previously been golfing members.

We had heard rumors of an upgrade to the driving range but had not been previously contacted by the club or the city about the project until your notice dated 1/2/2025. To be clear, **we are 100% against providing a variance to OG&CC for the following reasons:**

Impact of the Net Structure-The club is a very big part of the City of Medina. It is a social gathering place plus it contributes greatly to the look of the community. It's location, green fairways, trees etc. add a sense of calm, sophistication, and value to Medina and the surrounding communities (Clyde Hill). Placing a towering 50-foot net structure around the driving range would **unnecessarily** disrupt the feel of the community, damage views and lower the attractiveness and value of many properties, including ours. In most cases, this would be 25-feet above tree level or more! Every effort should be made to keep the height of the new structure at or below tree level!

50-foot Structure not needed-Building a new net structure 25-feet high or less (which would be more than double what is in place now in most places) would handle the needs of the club and could stay at or below the tree level in most cases. While playing golf, I have found very few balls from the driving range on the playing course and much of the problem with the current fence behind our home is the 8-foot height fence is chain link material which allows the balls to flow through rather than repel them. If that fence was not chain link, little or no balls would enter the playing course.

Construction-When building the new net structure, every effort should be made to retain all the greenery and trees in place, especially on the playing course/private property side. Any plants or trees removed should be replaced with an equivalent sized replacement plant. There should be NO clear cut to install the net structure. This will help to keep the impact of the improved height and surrounding properties to a minimum.

We would be glad to discuss our input to the variance request in person should you wish. I can be reached at my mobile number 425-941-0500 or by email at [mpeters0@comcast.net](mailto:mpeters0@comcast.net). Please confirm you received this email.

  
Michael Peters

  
Janice Peters



## EXHIBIT 18h

**From:** [Ty Schultz](#)  
**To:** [Randy Reeves](#); [Council](#); [Steve Wilcox](#)  
**Cc:** [Joe Razore](#); [Chris Gayte](#); [Mike Peters](#); [Bev Jefferson](#); [Don Jefferson](#); [dianasabey@hotmail.com](#); [kitpolleythayer@comcast.net](#); [thayer.j@comcast.net](#); [jeffreychrey@msn.com](#); [clint@meadinvestments.com](#); [Chasma Gerron](#); [Joan Willingham](#); [Steven Goldfarb](#); [Ty Schultz](#); [Christian Gerron](#); [Mike Willingham](#)  
**Subject:** Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club  
**Date:** Thursday, January 23, 2025 9:17:03 PM

---

Dear Members of the Medina City Council and the Planning Department:

I am writing to formally object to the variance application (P-24-079) submitted by the Overlake Golf and Country Club, which asks for permission to exceed the height restrictions imposed by the city to construct a 50-foot net for the driving range and remove 77 trees. As a homeowner in Medina and a member of the Overlake Golf and Country Club, I would like to express my concerns about this proposal. While I understand that the club is seeking a variance for constructing a protective net, this proposal doesn't meet several of the criteria outlined in the city's zoning and variance regulations. I would like to highlight these concerns below.

### 1. Impact on the Visual Integrity of the Area

The driving range occupies an evident and prominent location within the golf course, visible not only to all members and guests entering the club but also to the 27 homeowners within the city of Medina, whose homes are valued at over \$200 million (ref. Zillow), and are in clear view of the range or whose homeowners pass the range while accessing their homes. Additionally, the range is visible from properties in the neighboring city of Clyde Hill, where hundreds of homes overlook the course. The proposed netting and tree removal would significantly alter the visual character of this area, negatively affecting the aesthetic appeal of the golf course and potentially diminishing the value of properties in both Medina and Clyde Hill for decades to come. Below are a couple of golf course-related examples wrestling with similar challenges:

#### **Example 1: *City Park Golf Course Redesign, Denver, Colorado***

- A historic golf course was redesigned to include water retention areas as part of a flood mitigation plan. Nearby residents opposed the changes, claiming the construction and alteration of the landscape negatively impacted property values and the neighborhood's character.
- **Impact:** Concern over property values declining due to aesthetic and recreational losses.

#### **Example 2: *Pacific Golf Club Expansion, Brisbane, Australia***

- Residents objected to expansion plans for a golf club, including installing high nets and lights. Concerns about visual pollution and increased noise led to fears of declining home values.
- **Impact:** Property values in adjacent neighborhoods are threatened

### 2. Lack of Member Input and Approval

It is worth noting that the OGCC Board and the Greens Committee submitted this proposal and not the broader membership of the club. As a member, I am certain that the club's membership has not thoroughly vetted such an impactful decision. While the club may argue that the cost of the project is relatively small, the potential impact

on the visual quality of the course, the surrounding properties, and the overall reputation of the city of Medina is substantial. A decision of this magnitude should be subject to greater member involvement and approval.

### **3. Failure to Satisfy the Criteria for a Variance**

The city's ordinance on variances requires that the applicant demonstrate a need for the variance based on exceptional circumstances related to the property's size, shape, or topography. However, the club has more than sufficient space on the property to accommodate the needs of the golf range without exceeding the 25-foot height restriction. Furthermore, the proposed solution, including the 50-foot net, does not appear to be the minimum necessary to address any hardship. There are alternative solutions, such as utilizing golf simulators, reducing the flight of balls, or redesigning the range, that would not require a variance or result in the drastic visual impact posed by the current proposal.

### **4. Consistency with the Comprehensive Plan**

The proposal to remove 77 trees and install 50-foot poles and netting conflicts with the city's Comprehensive Plan, which specifically aims to preserve the sylvan character of Medina and enhance the visual amenity of properties near the golf course. Removing trees and introducing large netting structures would harm the aesthetic qualities the city strives to protect, including the views enjoyed by residents and visitors.

### **5. Potential Long-Term Impact on the City's Brand**

As a city known for its natural beauty and high-quality residential properties, Medina's reputation could be negatively impacted by this variance's approval, thereby impacting everyone's home values. The visual disruption caused by the proposed netting and tree removal would not only affect property values within Medina or those who live nearby but could also alter the city's overall image. Given the potential for adverse effects on the surrounding neighborhood and the neighboring city of Clyde Hill, the proposed variance could precipitate negative consequences for the city's brand that extend beyond those envisioned by the Club or the Medina City Council.

### **Conclusion**

In light of the above points, I request that the Medina City Council and Planning Committee carefully consider the full implications of approving this variance. The proposal, as it stands, does not meet the criteria for a variance under the city's zoning regulations and would significantly impact the community's visual and environmental environment.

Thank you very much for considering my and our neighbors' concerns. I trust that the City Council will consider the potential long-term effects on the city, its residents, and its reputation when deciding on the variance request.

Sincerely,  
Ty Schultz  
7871 NE St.  
Medina, WA 98039

## EXHIBIT 18i

**From:** Christian G  
**Sent:** Thu, 23 Jan 2025 04:17:01 +0000  
**To:** Steve Burns; Rob Kilmer; Steve Wilcox; Council; Jessica Rossman  
**Cc:** Christian G; chasmah@hotmail.com  
**Subject:** Opposition to Overlake Variance Request and Proposed Range Renovation

Dear Medina City Council and City of Medina Members,

We are writing to express our strong opposition to Overlake's variance request for a 50-foot net and the proposed range renovation.

To provide some context, Overlake has been planning this project for nearly two years. Last spring, the neighborhood was made aware of these plans at the last minute just before the variance request was set to be submitted. Following significant neighborhood feedback, Overlake agreed to meet with residents to consider input; however, most of that feedback was not incorporated into subsequent iterations of the proposal. After repeated requests for updates without response, this past fall, we were informed of their intention to resubmit the variance request and plans that largely resembled the original plan. Furthermore, Overlake inaccurately represented to its membership that the neighbors were supportive of and involved in shaping the plans—a clear misrepresentation.

Below are the primary issues we have with the proposal:

- **Impact on Community Aesthetics:** The proposed 50-foot poles and netting would be a significant visual blight, impacting not only those on the course but also residents of Clyde Hill who would have an impacted view. Instead of the current tree line, the community would be forced to look at netting reminiscent of a Top Golf facility.

- **Flawed Renderings and Infeasible Tree Planting Plans:** The renderings provided by Overlake do not accurately reflect the likely outcome. As a resident living near the range, I am familiar with the layout and tree coverage. Their proposal to plant new trees for screening is physically unachievable in many areas, especially near holes 1 and 2. For example, trees capable of growing to 50 feet would have a canopy diameter of at least 30 feet, which is incompatible with the limited space between the proposed fence and cart path. During a walkthrough with their golf superintendent, my concerns about the lack of feasible tree placement were not refuted. Trees will NEVER be able to screen the fence on #2 with the current design and constraints and all homeowners will look at this fence forever.



- **Flawed Ball Escapement Study and Lack of Safety Incidents:** Overlake's ball escapement study appears to be flawed and the delta of risk b/n 30 ft and 50ft is marginal percentage points from the discovery questions we asked. Additionally, they have been unable to provide evidence of any safety incidents involving range balls over the course's history. The real safety issues are out on the course.

- **Unwillingness to Compromise:** While I support a range renovation and improved netting, the proposed 50-foot structure and removal of existing trees are unnecessary. A more balanced solution could involve trimming the current trees and placing new fencing within the interior of the existing tree line. This approach would retain most, if not all, of the trees while phasing in replacements over time. It would also preserve community aesthetics while having little to no impact on the playability of the range. Adjusting the tee box and target alignment would further mitigate any concerns about the range's width. A fence height of 25-30 feet should be sufficient. Let's be honest if a member is hitting the fence or trees they've essentially hit out of bounds and can tee up and have another try. The Range does not need to be wider. Additionally, they can get lower flight balls or set up a net for long hitters to practice their drivers.

- **Impact on Property Values and Taxes:** Realtors have indicated that the proposed changes could negatively impact property values and, consequently, property tax revenue for the city.

- **Lack of Membership and Neighborhood Support:** This plan does not have the support of many of Overlake's members or the surrounding neighborhood. Despite this, certain board members are pushing for its approval without seeking a membership vote, which I believe is critical for a project of this scope.

Should this plan move forward as currently proposed, some neighbors are already exploring legal options. I strongly urge you to consider our feedback and work with the community to preserve the natural beauty of the Overlake Golf Course rather than transforming it into something resembling a commercial golf driving range facility.

Thank you for your time and consideration.

Sincerely,  
Christian and Chasma Gerron

## EXHIBIT 18j

**From:** jeff richey  
**Sent:** Fri, 24 Jan 2025 01:38:26 +0000  
**To:** Council  
**Subject:** Overlake Golf and Country Club Potential Variance Request  
**Attachments:** IMG\_2090.jpg

Dear City of Medina Council Members,

I am resending this email that I sent to you all in May of 2024 in opposition of both the Overlake Golf and Country Club's requested driving range fence height variance and also the proposal to remove 80% of the mature trees surrounding the existing driving range.

We are long time residents of Medina and have lived on 77<sup>th</sup> Ave NE for the last 27 years. The last 20 of those years have been at our current home located at 1864 77<sup>th</sup> Ave NE. We were shocked to hear that Overlake Golf and Country Club is planning to install dozens of 50' high poles around their driving range which will not only require a height variance from the City of Medina but will also require the removal of dozens of beautiful mature trees that act as a visual barrier to hide the existing fencing.

The proposed new 50' high fence will not only impact those of us who have the good fortune to live on and around the golf course, but it will also be a visible aberration to everyone in neighboring cities like Clyde Hill and Bellevue who have westerly views. For illustrative purposes, I recently took a picture of the driving range fence located at Jefferson Park Golf Course in Seattle (attached). I took this picture from an office inside the Norton Building located at 1<sup>st</sup> and Columbia. The Jefferson Park fence is over 4 miles away from the Norton Building. This is roughly twice the distance from Overlake Golf and Country Club as The Shops at the Bravern are. Can you imagine being able to see this new driving range fence from twice the distance as the Bravern? From vantage points in Kirkland, Bellevue and as far away as Somerset? We oppose not only the construction of a much higher fence but also do not want to see mature trees removed to solve for an imagined problem of a private golf club, a problem that seems to not have existed for the last 100 years or so that OGCC has been around.

Height restrictions in residential neighborhoods exist for the purpose of protecting the building standard which in large part is to protect our residents view corridors. The variance proposed, if approved, will not only affect the 20 or so neighbors that border the golf course but hundreds of homes that look over the golf course and will be magnified by the removal of 80% of the trees that

**EXHIBIT 18j**

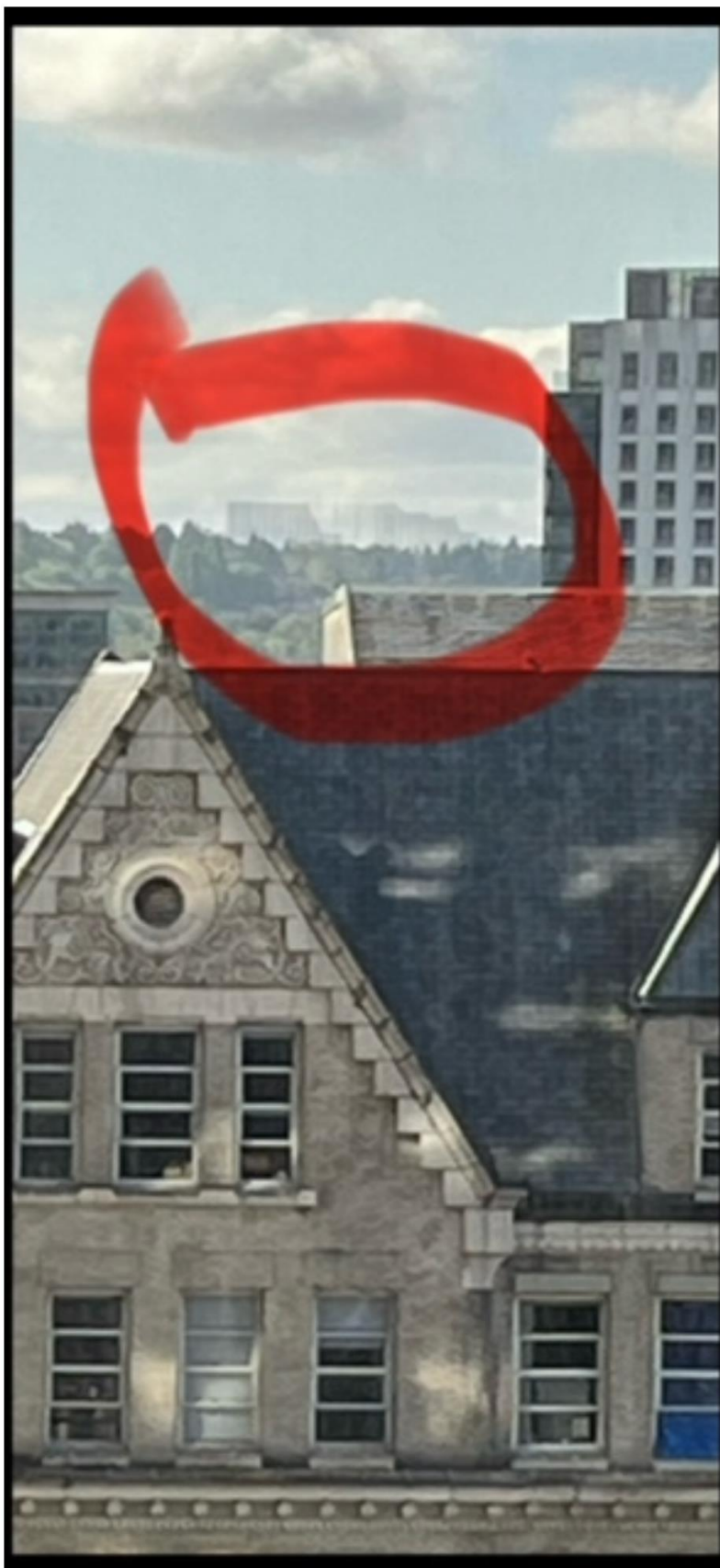
shield the range fence. Please help us keep Medina a beautiful place to live and enjoy and do not allow for the removal of our beautiful mature trees to make way for an ugly manmade fence. Let OGCC and their very capable membership figure out another way to solve their imaginary problems.

I urge the City of Medina NOT to grant a height variance to Overlake GCC for their range fence project and NOT to allow the removal of the mature trees that surround the driving range.

Best Regards,

Jeffrey & Sonja Richey  
Medina Residents Since 1997  
C:206.423.7631





## EXHIBIT 18k

**From:** Jonathan Kesler  
**Sent:** Tue, 28 Jan 2025 00:41:54 +0000  
**To:** Chris Gayte; Steve Wilcox  
**Cc:** Steve Burns; Cindy Gayte; Brody Gayte Email  
**Subject:** RE: Objection to Non - Administrative Variance Application P-24-079 - Overlake Golf and Country Club

Dear Mr. Gayte

Thank you for your comments on this Variance. You are now a **party of record** and will be notified once the Hearing before the Hearing Examiner is set.

Cordially,

Jonathan

Jonathan G. Kesler, AICP  
Planning Manager  
City of Medina  
501 Evergreen Point Rd.  
PO Box 144  
Medina, WA 98039  
425-233-6416  
[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)



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**From:** Chris Gayte <cjgayte@yahoo.com>  
**Sent:** Monday, January 27, 2025 1:59 PM  
**To:** Steve Wilcox <swilcox@medina-wa.gov>; Council <council@medina-wa.gov>; Randy Reeves <rreeves@medina-wa.gov>; Jonathan Kesler <jkesler@medina-wa.gov>  
**Cc:** Rob Kilmer <rkilmer@medina-wa.gov>; Steve Burns <Sburns@medina-wa.gov>; Christopher Gayte <cjgayte@yahoo.com>; Cindy Gayte <cindygayte@outlook.com>; Brody Gayte Email <bro\_gayte@outlook.com>  
**Subject:** Objection to Non - Administrative Variance Application P-24-079 - Overlake Golf and Country Club

## EXHIBIT 18k

Dear Medina City Council and Planning officials,

We received by mail the Notice of Application, Non - Administration Variance P-24-079. The Variance application was submitted by Overlake Golf and Country Club proposing to construct a 50 foot high fence structure around the west, north and east sides of the current driving range.

We are writing to formally object to this variance. Our home is located at 7841 NE 21st Street on hole one of OGC, which faces the current range to the South. See attached photos of our view from the kitchen and backyard to the golf course and range which currently is surrounded by beautiful and mature trees that help to screen the range. The Golf Club is not only proposing a 50' fence but also the removal of the majority of existing trees that have been there for at least 40 plus years. (70+ trees to be removed)

In the backyard photos attached, you will see a tree to the far right that measures roughly 50 feet. I have added a red line across to show the massive scale of what a 50 foot fence would look like. I have also included a similar fence to what is being proposed from a Top Golf Facility. This proposal will not only affect the quaint appeal of our neighborhood, but the homes on entire Westside of Clyde Hill will also have their beautiful view severely impacted.

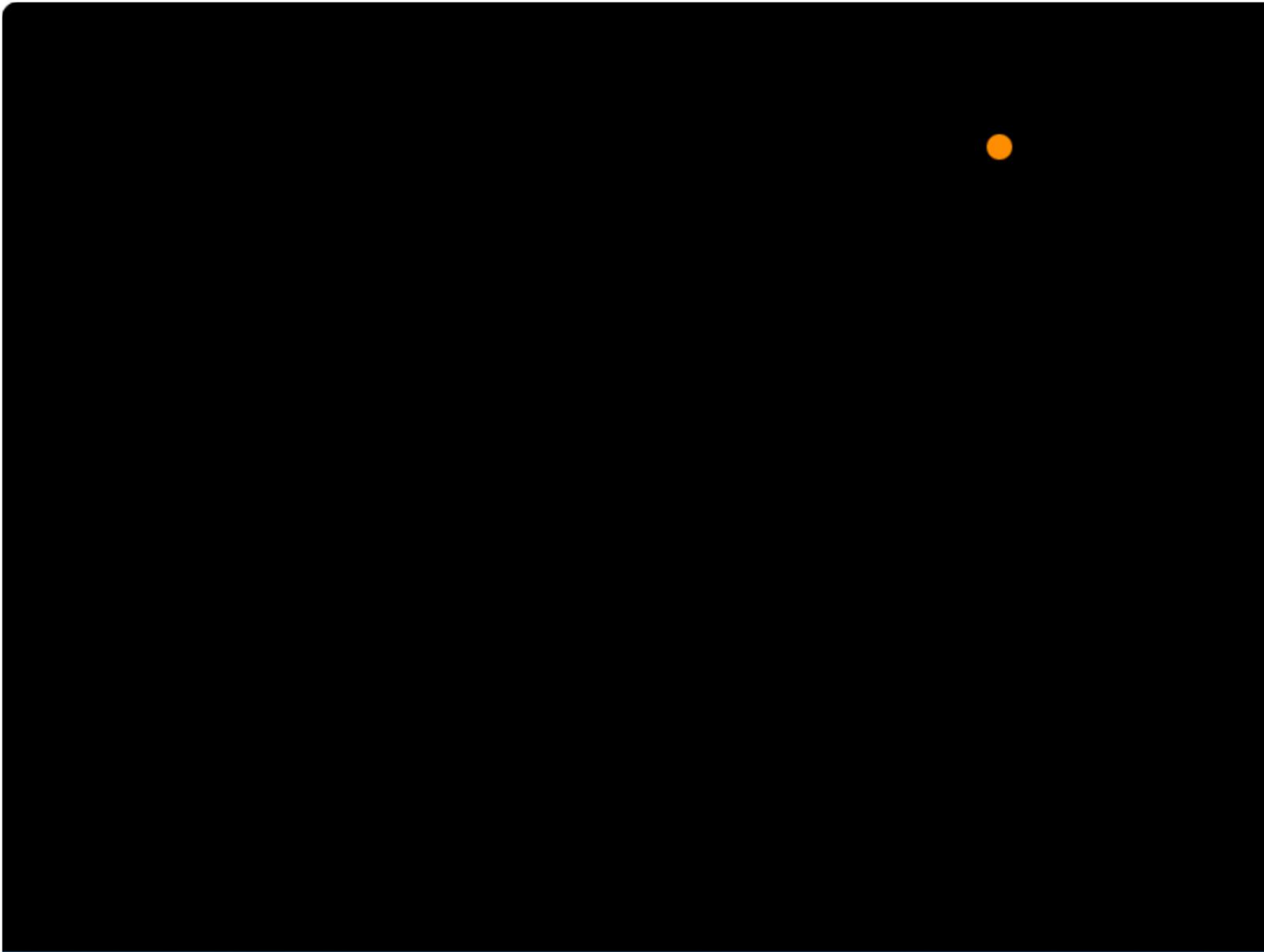
My wife and I have lived in the Medina and Clyde Hill neighborhood for the past 45 years and have been extremely involved in residential development over the last 25 years. We respectfully request you deny this Variance request.

Sincerely,

Chris and Cindy Gayte

7841 NE 21st Street  
Medina, WA 98039









7:32 



## In Good Taste Denver





## EXHIBIT 18I

**From:** [Mike Willingham](#)  
**To:** [Jonathan Kesler](#)  
**Subject:** Re: Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club  
**Date:** Tuesday, February 18, 2025 12:37:56 PM  
**Attachments:** [image001.png](#)

---

Thank you for the prompt reply and confirmation of upcoming notice.

Have a great day,  
Mike

---

**From:** Jonathan Kesler <jkesler@medina-wa.gov>  
**Sent:** Tuesday, February 18, 2025 12:02 PM  
**To:** Mike Willingham <mikewillingham@msn.com>  
**Subject:** RE: Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club

Hello Mike,

Thank you for your comments on this Variance. No hearing date before the Hearing Examiner has been set yet. But you are now a party of record and therefore you will be notified once that occurs.

Cordially,

Jonathan

Jonathan G. Kesler, AICP  
Planning Manager  
City of Medina  
501 Evergreen Point Rd.  
PO Box 144  
Medina, WA 98039  
425-233-6416  
[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)



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**From:** Mike Willingham <mikewillingham@msn.com>  
**Sent:** Monday, February 17, 2025 1:48 PM

## EXHIBIT 18I

**To:** Jonathan Kesler <jkesler@medina-wa.gov>

**Subject:** Re: Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club

Hi Jonathan:

I understood from your explanation at the City Council meeting that the next step in the Variance process would be to schedule a public Hearing. Will I be notified of the date and time for this Hearing?

Thank you,  
Mike

---

**From:** Mike Willingham <mikewillingham@msn.com>

**Sent:** Monday, January 27, 2025 6:19 PM

**To:** jkesler@medina-wa.gov <jkesler@medina-wa.gov>

**Subject:** Fw: Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club

Jonathan:

It was nice to meet you and thank you for the information you shared about the variance application process at the City Council meeting tonight.

For the record, I am forwarding this email to you to assure the hearing examiner has my input on the variance request. Please let me know if you need any further information or actions on my part.

Thank you,  
Mike  
425-301-1291

---

**From:** Mike Willingham <mikewillingham@msn.com>

**Sent:** Friday, January 24, 2025 10:29 AM

**To:** Randy Reeves <rreeves@medina-wa.gov>; Council@medina-wa.gov <Council@medina-wa.gov>; swilcox@medina-wa.gov <swilcox@medina-wa.gov>

**Cc:** Ty Schultz <tyschultz@gmail.com>; Joe Razore <razore@broderickgroup.com>; Chris Gayte <cjgayte@yahoo.com>; Mike Peters <mpeters0@comcast.net>; Bev Jefferson <mrsbevj@aol.com>; Don Jefferson <donjefferson@att.net>; dianasabey@hotmail.com <dianasabey@hotmail.com>; kitpolleythayer@comcast.net <kitpolleythayer@comcast.net>; thayer.j@comcast.net <thayer.j@comcast.net>; jeffreyrichey@msn.com <jeffreyrichey@msn.com>; clint@meadinvestments.com <clint@meadinvestments.com>; Chasma Gerron <chasmah@hotmail.com>; Joan Willingham <joanwilling@hotmail.com>; Steven Goldfarb <steven@agjeweler.com>; Christian Gerron <cgerron@hotmail.com>

**Subject:** Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and

## EXHIBIT 18I

Country Club

Dear Medina City Council and Planning Department Members:

I received the Notice of Application, Non-administrative Variance #P-24-079, by mail. I am writing to formally object to the variance application submitted by the Overlake Golf and Country Club. The variance application seeks permission to exceed the city's code for height restrictions to construct a 50-foot net for safety reasons. What the notice fails to describe is the applicant's intent to remove dozens of healthy mature trees around the perimeter of the driving range and replace it with a man-made structure, creating an eyesore. The proposed (but unnecessary) tree removal is the cause for the "safety" concern. The applicant has failed to seriously consider alternative designs that would retain the trees and integrate fencing within the driving range boundary. The proposed variance and project design is at odds with Medina's long standing commitment to be responsible stewards of our beautiful landscape.

My wife and I have owned our Medina home for over 24 years. We live on the golf course with a wonderful view across that property and onto Clyde Hill. This project would create a blight for many view homes in Medina and Clyde Hill. We respectfully ask that you deny this Variance request.

Sincerely,  
Mike and Joan Willingham  
1660 77th Avenue NE  
Medina, WA 98039

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## EXHIBIT 18m

**From:** Mike Willingham  
**Sent:** Tue, 28 Jan 2025 02:19:51 +0000  
**To:** Jonathan Kesler  
**Subject:** Fw: Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club

Jonathan:

It was nice to meet you and thank you for the information you shared about the variance application process at the City Council meeting tonight.

For the record, I am forwarding this email to you to assure the hearing examiner has my input on the variance request. Please let me know if you need any further information or actions on my part.

Thank you,

Mike

425-301-1291

**From:** Mike Willingham <mikewillingham@msn.com>

**Sent:** Friday, January 24, 2025 10:29 AM

**To:** Randy Reeves <rreeves@medina-wa.gov>; Council@medina-wa.gov <Council@medina-wa.gov>; swilcox@medina-wa.gov <swilcox@medina-wa.gov>

**Cc:** Ty Schultz <tyschultz@gmail.com>; Joe Razore <razore@broderickgroup.com>; Chris Gayte <cjgayte@yahoo.com>; Mike Peters <mpeters0@comcast.net>; Bev Jefferson <mrsbevj@aol.com>; Don Jefferson <donjefferson@att.net>; dianasabey@hotmail.com <dianasabey@hotmail.com>; kitpolleythayer@comcast.net <kitpolleythayer@comcast.net>; thayer.j@comcast.net <thayer.j@comcast.net>; jeffreyrichey@msn.com <jeffreyrichey@msn.com>; clint@meadinvestments.com <clint@meadinvestments.com>; Chasma Gerron <chasmah@hotmail.com>; Joan Willingham <joanwilling@hotmai.com>; Steven Goldfarb <steven@agjeweler.com>; Christian Gerron <cgerron@hotmail.com>

**Subject:** Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club

Dear Medina City Council and Planning Department Members:

I received the Notice of Application, Non-administrative Variance #P-24-079, by mail. I am writing to formally object to the variance application submitted by the Overlake Golf and Country Club. The variance application seeks permission to exceed the city's code for height restrictions to construct a 50-foot net for safety reasons. What the notice fails to describe is the applicant's intent to remove dozens of healthy mature trees around the perimeter of the driving range and replace it with a man-made structure, creating an eyesore. The proposed (but unnecessary) tree removal is the cause for the "safety" concern. The applicant has failed to seriously consider alternative designs that would retain the trees and integrate fencing within

## EXHIBIT 18m

the driving range boundary. The proposed variance and project design is at odds with Medina's long standing commitment to be responsible stewards of our beautiful landscape.

My wife and I have owned our Medina home for over 24 years. We live on the golf course with a wonderful view across that property and onto Clyde Hill. This project would create a blight for many view homes in Medina and Clyde Hill. We respectfully ask that you deny this Variance request.

Sincerely,  
Mike and Joan Willingham  
1660 77th Avenue NE  
Medina, WA 98039

## EXHIBIT 18n

**From:** [Jonathan Kesler](#)  
**To:** [Peter Berger](#)  
**Cc:** [Steve Wilcox](#); [jlrossman@outlook.com](mailto:jlrossman@outlook.com)  
**Subject:** RE: P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club  
**Date:** Monday, February 3, 2025 9:55:00 AM  
**Attachments:** [image001.png](#)

---

Thank you for your email.

You are now a "Party of Record" for this Variance request, P-24-079. You will be emailed when we send out the Notice of Hearing once it's ready to schedule before the Hearing Examiner.

Cordially,

Jonathan

Jonathan G. Kesler, AICP  
Planning Manager  
City of Medina  
501 Evergreen Point Rd.  
PO Box 144  
Medina, WA 98039  
425-233-6416  
[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)



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**From:** Peter Berger <setatnot@hotmail.com>  
**Sent:** Friday, January 31, 2025 9:00 PM  
**To:** Jonathan Kesler <jkesler@medina-wa.gov>  
**Cc:** Steve Wilcox <swilcox@medina-wa.gov>; [jlrossman@outlook.com](mailto:jlrossman@outlook.com)  
**Subject:** P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club

We write to oppose this requested variance.

We are not adjacent to the golf course, but our nearby home faces the direction of the driving range. If constructed as illustrated in the application, the proposed 50' netting structure – including 16 50' poles – would become our view of sky and horizon from the main living spaces in our home. The quality and character of our property would be substantially diminished.



## EXHIBIT 18n

It's uncomfortable to have to write this, because our family enjoys being part of the Overlake Golf and Country Club (OGCC). We've been social members for more than ten years, we've been actively involved with the swim team for a long time, and we've considered OGCC an important part of our neighborhood community. We supported OGCC's last major clubhouse remodel, and appreciated the respect the club showed for the surrounding community in that process. It's been very disappointing to see OGCC's consideration for the surrounding community erode in recent years.

We urge the Hearing Examiner to deny the nonadministrative variance for at least the following reasons:

- This 50' pole and netting structure would materially damage both the property value and the peaceful enjoyment of the many homes whose views it would dominate, including our own.
- A 50' pole and netting structure would change the character of the City of Medina as a whole, diluting property values more widely. Medina has carefully cultivated a low-key sylvan and evergreen residential character. Surrounding homes are limited to 25' in height, as is the OGCC clubhouse that adjoins the driving range. A 50' net with accompanying 50' poles (presumably metal) would be a highly visible and unattractive new landmark, widely seen throughout the surrounding area. A 50' golf net fits in a commercial zone (e.g., Top Golf in Renton, adjacent to a shopping mall and a Boeing facility) or a more industrial environment (e.g., Interbay Golf Center in Seattle). It does not belong in a quiet residential community that strives for a natural evergreen appearance, and its presence would be injurious to the other properties in the vicinity.
- The structure has no public benefit to balance out its negative impacts on other property owners and the community at large. According to the application, the purpose of the structure is "to prevent errant balls from posing a risk of hitting golfers and other guests of the club" (emphasis added). The proposed structure would protect only people who have already assumed the risk of being present on the golf course. Indeed, only the subset of club members who have golf memberships and their golfing guests are allowed on the course when the driving range is open. OGCC thus proposes to impose a huge and widely visible public cost solely for the benefit of its golf membership. This is an unfair imbalance, especially because OGCC chose to place its driving range directly in the sightline of homes in the heart of residential Medina, instead of elsewhere on their property where a net might be less impactful to the public.
- The lack of public benefit is reinforced because Medina is not a "golf course community," where nearby residents who may be impacted by golf course operations have a membership vote in what the club does. Local homeownership has no tie to golf course membership.
- The variance request has nothing to do with "special circumstances relating to the size, shape, topography, location or surroundings of the subject property."

## EXHIBIT 18n

There are no such special circumstances: OGCC has a 140 acre property that could be arranged in any number of ways. Whatever conflict OGCC now sees between the driving range and the golf course was created by OGCC's own site planning. OGCC had sole control of the golf course layout, and only just completed its Golf Course Master Plan in 2023. OGCC also chose the location for its driving range, and constructed new amenities there less than a decade ago. Now OGCC has belatedly decided there is a conflict between the locations of those two uses—a conflict that OGCC somehow failed to foresee and manage. Furthermore, the current location of the driving range—nestled in a residential section of the city—maximizes the negative impacts of the proposed net on other property owners. Other golf courses in residential communities place their driving ranges away from any concentration of homes, hidden amongst mature trees, and apart from the main golf course. No hardship “relat[ing] to the land itself” prevents OGCC from doing the same. A nonadministrative variance is not intended to relieve an applicant of the consequences of its own site planning decisions, or to remove constraints caused solely by improvements already constructed on the property.

- Denying this request will not cause OGCC a “material hardship” that can appropriately be remedied by a nonadministrative variance. Here, OGCC claims material hardship because it would not be “economically feasible” to redevelop its property to facilitate more appropriate placement of a driving range. But a nonadministrative variance can only be granted “when necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant.” Money could relieve OGCC's self-created problem, and OGCC's inability to pay is a problem personal to OGCC. This has nothing to do with the land itself, so a nonadministrative variance is not an appropriate remedy.
- OGCC has not demonstrated that the 50' structure is the only possible – or “minimum necessary” – solution for ensuring safety of golfers. There is no need for OGCC to allow or encourage members to use the best new equipment to hit as far as possible. Members have suggested electronic golf simulators as an alternative for players who want to practice full-strength swings, for example, as a less intrusive solution. The OGCC golf course is a very nice neighborhood playing course, not a professional championship caliber course. There is no reason it should be granted special development privileges to enable a championship caliber driving range or a “Top Golf”-style recreational long-drive range. To the extent OGCC claims it can't operate a driving range at all without this variance, even that would not be a material hardship. OGCC operates a membership-only golf course. A driving range is a *nice-to-have* accessory use, not a *must-have* without which the golf course cannot operate. No property owner is guaranteed the right to build every possible permitted use.

Thank you for your consideration.

**EXHIBIT 18n**

Sincerely,  
Peter Berger & Jessica Rossman  
7814 NE 14<sup>th</sup> St.

DISCLOSURE: Jessica is an elected member of the Medina City Council, currently serving as Mayor. This comment is submitted only in a personal capacity, and speaks only for our family.



## EXHIBIT 18o

**From:** [Rosalie Gann](#)  
**To:** [Jonathan Kesler](#)  
**Subject:** Public comment from Rosalie Gann on File No P-24-079, Non-administrative Variance  
**Date:** Friday, January 31, 2025 12:14:31 PM

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As a neighbor of the Overlake Golf and Country Club, I would like to record my opposition to their request P-24-079 for a non-administrative variance.

I attended the Open House they hosted to explain their plan and heard the vehement yet respectful opposition voiced by neighbors and Club members regarding the construction of a 50-foot-high structure and the removal of so many beautiful, large trees. After the meeting, I had hoped that the Club would revise their original plan by using the well-thought-out alternative suggestions raised in the meeting. Unfortunately, OGCC has ignored other viable options.

I am deeply concerned that the current plan will negatively impact our neighborhood and the environment, and I respectfully ask that their non-administrative variance be denied. I also urge OGCC's leadership to work with concerned neighbors and members to create a new, mutually beneficial alternative plan.

Regards,  
Rosalie Gann  
7660 NE 14th St.  
Medina, WA 98039

EXHIBIT 18p

**From:** [Heija Nunn](#)  
**To:** [Jonathan Kesler](#)  
**Subject:** Re: P-24-079 Non Administrative Variance | OGCC  
**Date:** Monday, February 3, 2025 12:44:12 PM

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Thank you!

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**From:** Jonathan Kesler <jkesler@medina-wa.gov>  
**Sent:** Monday, February 3, 2025 10:20:12 AM  
**To:** Heija Nunn <heija@heija.com>; Steve Burns <Sburns@medina-wa.gov>; Steve Wilcox <swilcox@medina-wa.gov>  
**Cc:** Heija Nunn <HNunn@medina-wa.gov>  
**Subject:** RE: P-24-079 Non Administrative Variance | OGCC

Thank you for your email.

You are now a “Party of Record” for this Variance request, P-24-079. You will be emailed when we send out the Notice of Hearing once it’s ready to schedule before the Hearing Examiner.

Cordially,

Jonathan

Jonathan G. Kesler, AICP  
Planning Manager  
City of Medina  
501 Evergreen Point Rd.  
PO Box 144  
Medina, WA 98039  
425-233-6416  
jkesler@medina-wa.gov

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-----Original Message-----

From: Heija Nunn <heija@heija.com>  
Sent: Saturday, February 1, 2025 5:21 PM  
To: Jonathan Kesler <jkesler@medina-wa.gov>; Steve Burns <Sburns@medina-wa.gov>; Steve Wilcox <swilcox@medina-wa.gov>  
Cc: Heija Nunn <HNunn@medina-wa.gov>  
Subject: P-24-079 Non Administrative Variance | OGCC

Hello Jonathan,

I am writing to request to be added as a party of record and to receive all future notices of decision

## EXHIBIT 18p

and related meeting agenda packets in advance of any hearings or other proceedings involving or relating to Non Administrative Variance Request P-24-079.

Without having an opportunity to review all of the application documents, including the deed, I'm unable to provide my complete feedback as a resident, however, my initial take is that a variance for a 50 foot structure would create a dangerous precedent in any residential zone, particularly R20 as these properties tend to be in, or near, important view corridors. Exceeding, (almost doubling) existing and carefully considered height restrictions will most certainly create an unnecessary visual impact and detract from the important visual amenity that Overlake Golf Course is to our community as noted in so many city documents. In addition, the vast acreage of the golf course property most certainly provides opportunities to move the driving range to a less visually impactful area, perhaps lower in the topography and closer to the St. Thomas border in order to maintain the natural appearance of this pristine open space, while protecting the views from the surrounding streets, parks, rights of way and residential properties.

OGCC is a valued neighbor and has been a thoughtful partner for community events and activities. If there is a safety concern, I am optimistic their first priority will be to protect guests and property from any known and present danger by taking immediate action to close, then relocate the driving range to a less risky location on the property, while preserving the idyllic views, mature trees, wildlife haven and traditional golf course experience prized by the surrounding community and proprietary members.

Please add me to all notices and email all hearing materials when they are available.

Thank you,  
Heija Nunn  
7803 NE 12th Street  
Medina, Wa 98039

Sent from my iPad



## EXHIBIT 18q

**From:** [Ben Magnano](#)  
**To:** [Jonathan Kesler](#)  
**Subject:** FW: Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.  
**Date:** Sunday, February 2, 2025 10:26:52 PM

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**From:** Ben Magnano  
**Sent:** Sunday, February 2, 2025 9:34 PM  
**To:** jkesler@medina.wa.gov; Council@medina-wa.gov  
**Subject:** RE: Notice of Application Non-Administrative Variance P-24-079 8000 NE 16th St.

Greetings,

My name is Ben Magnano. I'm a resident who has lived in Medina since I was born here in 1974. Today, my wife Effie and I live on 77<sup>th</sup> Ave NE, along the second hole of Overlake's golf course, along with our four children. We are also Proprietary members at Overlake.

I am writing to communicate our strong opposition to the variance request Overlake has on file for their range improvement plan.

As background, we are not only supportive of Overlake using their property as they see fit, and further supportive of improvements to such property, over time, however we are strongly opposed the large over step they are attempting. As background, we tried to engage and resolve this matter already by engaging directly with the club. We are members of a sub committee of the board that was selected to engage and provide feedback and alternatives to the present plan on file. In summary, the Club Board and General Manager completely ignored our feedback – which is why we are now in the frustrating position of sharing the same feedback the Board and its GM have already ignored from their own members.

First, in support of our opposition, the applicant has failed to meet the requirements for variance for the following (5) reasons as required by code:

- the applicant hasn't showed the variance is necessary to make reasonable use of the property
- the variance doesn't relieve a material hardship that can't be relieved by any other means
- the variance is injurious to improvements in the vicinity of the course, namely will have a material impact on view corridors and the inherent value of the surrounding properties, homes and tax base
- alternative developments which are code compliant were not evaluated seriously, and finally
- the variance isn't consistent with the Club's comprehensive, long-term plan

The list goes on.

## EXHIBIT 18q

Context is important. Let me share a few subjective points to shed some light on why we as neighbors, club members and friends of Overlake have grown extremely frustrated:

- the primary driver, no pun intended, for this variance is that a tiny minority of members who have the ability (and desire) to hit their golf balls far enough - want to be able to swing to their full capacity such that the current fence and surrounding trees won't retain a safe % of potentially errant shots
  - in other words, the Board and its Committee have created an "issue" that doesn't currently exist save for a handful of members who have the ability and desire to always go full tilt when hitting golf balls and **they have invented a remedy for a created issue**
- to support the case for this "issue", the ball escapement study the Club commissioned to make a case for "safety" is badly flawed and makes no case to support the need for a 50' structure; further, if one were to accept the study, the study supports a case for "adequate safety" with a 25' structure; this is something we have signaled to the Board and our club we could be supportive of as our messaging has always been we are supportive of helping our club improve upon itself within reason
- the proposed improvement plan, with 50' poles, will be a horrific eye sore for anyone with a view line into holes #1-4; this includes not only our streets but anyone with a west facing view on Clyde Hill
- the proposed plan currently proposes to remove over 80% of the existing mature trees – that is a total of approximately 77 mature trees, including all of the Cypress species; further, it is supported by a flawed replanting plan that misrepresents the reality on the ground; this will likely have a vastly negative environmental impact for the plentiful bird and other wild life in and around the club and our neighborhood
- if granted, the variance and resulting development will have a significantly negative impact on home and property values; this has been corroborated by multiple local realtors
- finally, the Club GM and Board have shown a complete unwillingness to compromise as their fellow members and Medina neighbors have attempted to engage

Thank you for taking the time to consider our points. We are hopeful that in this spirit the deciding body will do all it can in its power to prevent an elected, small group of golf club board members from wrecking a beautiful setting we all live amongst and enjoy.

Thank you,  
Ben Magnano & Effie Toshav  
1800 77<sup>th</sup> Ave NE  
Medina, WA 98039

## **EXHIBIT 18q**

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February 3, 2025

Jonathan Kesler, AICP  
City of Medina Planning Manager

Via Email at JKesler@Medina-Wa.gov

**RE: Non-administrative Variance Application P-24-079**

Thank you for the opportunity to provide comments on the above-referenced variance application. My office represents a group of neighbors who have significant concerns regarding the proposed application and strongly urge the Planning Department to recommend its denial. The proposed variance clearly fails to meet seven of the eight criteria required under the City of Medina's Municipal Code for granting a variance.

On October 22, 2024, Ordinance No. 1033 became effective, further clarifying the City's restrictive approach to evaluating variance applications. Notably, the ordinance incorporates the term "reasonable use" multiple times, emphasizing that a variance must be directly linked to the reasonable use of the property. Additionally, the ordinance defines "hardship" and explicitly ties it to the inability to develop the property altogether.

In the context of this application, it is necessary to first identify the hardship being claimed. The applicant appears to assert that the inability to use the driving range "safely" constitutes a hardship under Criteria 2, 3, and 5—specifically, that advancements in golf ball and golf club technology have rendered the range too small. However, when this claim is evaluated under the ordinance's definition of hardship, it is clearly inapplicable.

The ordinance defines hardship as follows:

*"For purposes of this section, it shall not be deemed a hardship if the applicant can develop the property for its allowed use under the zone without the granting of a variance."*

Under this definition, the applicant must demonstrate that without the proposed 50-foot-high netting surrounding the driving range, the property cannot be developed as a golf course, which is the allowed use in this zone. It is evident that the property can continue to function as a golf course even without the variance, as the golf course use itself is unaffected by the absence of netting. Moreover, the applicant has numerous alternatives to continue operating the driving range without constructing the proposed poles and netting.

**1. The Variance is not necessary to make reasonable use of the property nor is the reason for the variance related to special circumstances such as the size, shape, topography or other factors on the lot such that the property owner cannot develop the property consistent with allowed uses in the zone in which the subject property is located.**

The requested variance is neither necessary for reasonable use of the property nor related to special circumstances regarding the size, shape, topography, or other physical characteristics of the lot that would prevent the property owner from developing it in accordance with the allowed uses in the zone.

Even without the variance, the applicant can continue to operate the property as a golf course, which is the permitted use for this zone. In the R-20 Zone, a golf course is allowed with a special use permit under MMC 16.21.020. Driving ranges are likely considered “accessory uses” to a golf course per MMC 16.32.070(E)(5), meaning they are not mandatory but *may* be permitted. As such, the absence of a driving range—or modifications to it—does not preclude the applicant from making reasonable use of the property as a golf course. **The proposed 50-foot-high netting around the driving range is not essential to the property’s permitted use.**

Whether the course operates with 50-foot netting, 25-foot netting, no netting, or no driving range at all has no bearing on the applicant’s reasonable use of the property.

Furthermore, there are no unique physical constraints, such as size, shape, or topography, that necessitate the variance. The property spans more than 130 acres, providing ample space to develop both a golf course and a driving range if necessary. In 2021, the median size of a golf course in the Pacific region was 122 acres, meaning the applicant’s property exceeds the typical size for such facilities.<sup>1</sup>

The applicant contends that advancements in golf club and ball technology have rendered the existing driving range inadequate. However, this argument is unrelated to the property itself. The golf course remains operational despite these technological advancements, suggesting that with appropriate planning, the driving range could have been designed to accommodate such changes.

Additionally, the applicant asserts that redesigning the course is not “economically feasible.” While this may present a practical challenge, it does not constitute a legal hardship under the variance criteria. Financial considerations alone should not justify approval of a variance.

**2. The variance is not necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the Applicant.**

The Applicants have not established any material hardship, let alone one that is tied to the land rather than personal circumstances.

The recent amendments to Medina’s variance statute explicitly define “hardship,” stating:

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<sup>1</sup> According to Golf Course Superintendents Association of America Phase III Volume II Land-Use and Energy Practices on US Golf Facilities available at [https://www.gcsaa.org/docs/default-source/environment/gcep-property-report-phase-3-final-update-6-27.pdf?sfvrsn=4517cf3e\\_0](https://www.gcsaa.org/docs/default-source/environment/gcep-property-report-phase-3-final-update-6-27.pdf?sfvrsn=4517cf3e_0)

*"It shall not be deemed a hardship if the applicant can develop the property for its allowed use under the zone without the granting of a variance."*

This language aligns with the reasoning in the *Yang* variance denial. (P-21-089) In *Yang*, the Examiner emphasized that when a municipality's variance criteria impose a higher standard—such as Medina's requirement for "material hardship"—applicants must demonstrate that, without the variance, it would be unable to make any feasible use of the property or obtain a reasonable return. As the *Yang* Examiner stated:

*"Instead, when language in the variance statutes evinces legislative intent that a more stringent standard be applied—as is clearly the case with Medina's code and use of the phrase "material hardship"—courts typically interpret similar language to mean that "the applicant for a variance show that without a variance, she will be unable to make any feasible use of or reasonable return from the property."3 Cummings, 935 P.2d at 667. Here, the Applicant can continue making reasonable use of the property, including home office use, without constructing a 609-square-foot detached accessory office structure within the property's rear yard setback area. Although alternative options for providing home office use... may present practical difficulties, this does not constitute a material hardship justifying the grant of a variance." – Yang Variance (P-21-089)*

This reasoning also applies directly to the present case. We could say:

*"Here, the Applicant can continue making reasonable use of the property, including driving range use, without constructing 50-foot-high netting in excess of the maximum height restriction for the zone. Although alternative options for providing a driving range use—such as relocating the range to another area of the course or operating it in a limited capacity—may present practical difficulties, this does not constitute a material hardship justifying the grant of a variance."*

The Applicant can clearly derive a feasible use and reasonable return from the property as a golf course and country club. Moreover, as discussed below, there are viable alternatives to maintain full use of the driving range, including using further restricted limited flight range balls, incorporating simulators, or regulating driver usage on the range.

Additionally, the Applicant has failed to establish a material hardship. The Applicant's study suggesting that golf balls *may* exceed the range boundaries is purely hypothetical. No study has examined actual balls leaving the range under current conditions, nor has the Applicant provided evidence of any injuries resulting from range use. Without such evidence, the Applicant fails to establish a material hardship and instead relies purely on speculation.

### **3. The granting of this variance will be injurious to the property or improvements in the vicinity and zone in which the subject property is situated.**

Granting a variance to install poles twice the maximum permitted height (50 feet instead of 25 feet) and approximately 37,500 square feet of netting above the height limit (spanning roughly



1,500 linear feet) would be injurious to surrounding property owners by significantly impacting their views.

Washington is home to many desirable residential areas where one can choose to live, and even a modest decrease of 1-2% in property values can equate to millions of dollars in losses when spread across affected homeowners. These potential declines in value underscore exactly why the City's height restrictions exist—to protect neighboring properties from such harm.

The City of Medina explicitly recognizes the importance of preserving these views. The City's Comprehensive Plan states “[t]he golf course serves as a visual amenity for surrounding homes...” It also acknowledges that the “sylvan appearance” of the area contributes to Medina’s distinct character and desirability as a residential community. The impact of this project would extend beyond just the immediate neighbors—it would diminish a shared community asset.

Even the applicant’s own Tree Evaluation and Preliminary Tree Preservation Recommendation acknowledges the negative impact, stating:

*“Removing and pruning trees will... disrupt aesthetic characteristics held in high regard by golf course members and residents in the surrounding neighborhood.”*

This admission further supports the conclusion that the variance would cause material harm and injury to the community.

Furthermore, the applicant’s view studies are misleading. *See Ex K.* The General Tree Evaluation and Preliminary Tree Preservation Recommendation suggests that only 11 trees greater than 50 feet will remain after 77 trees are removed (Ex F, *Tree Evaluation Matrix, TM-01-03*). Yet, the view simulations presented in Exhibit K consistently depict nearly all trees as taller than the proposed netting—a clear contradiction that calls into question the accuracy and reliability of the applicant’s impact assessments.

**4. The Applicant has not considered adequate alternative development concepts that would be in compliance with the existing code. Had it considered these concepts, it would be clear that there is no undue hardship if the Applicant is required to comply with the code.**

Before analyzing the applicant’s request for a variance, it is essential to understand the definition of "undue hardship" and the types of alternative development concepts that must be considered.

Medina’s municipal code defines hardship in the negative, stating that a hardship does *not* exist if the applicant can develop the property for its allowed use under the zone. In this case, the allowed use is a golf course. Under MMC 16.21.020, a golf course is permitted in the R-20 Zone with a special use permit. Driving ranges, however, are not a required element of a golf course; rather, they are classified as accessory uses that *may* be permitted under MMC 16.32.070(E)(5). There is no legal requirement that a golf course must include a driving range, and the Applicant can have

Here, the applicant has failed to demonstrate any *undue hardship* requiring a variance. The driving range is not an essential or mandated component of the golf course, and the applicant can fully operate the property as a golf course **without** the variance. Instead of considering compliant alternatives, the applicant has relied on a flawed “expert study” in an attempt to justify the request for 50-foot netting.

#### 4.1 Feasible Alternative Solutions

The applicant has failed to explore reasonable, code-compliant alternatives, including:

##### A. Flight-Restricted Range Balls (LFRBs)

The applicant provided a study that considered limited flight range balls (LFRBs) with 85% and 90% flight restriction using Srixon balls but failed to explore other widely available LFRBs with flight restrictions as low as 60%. Additionally, modern golf technology allows for “normalization” to premium golf balls, meaning players can practice with LFRBs while still receiving accurate feedback on ball performance.

##### B. Golf Simulators

Many modern driving ranges incorporate **golf simulators**, which provide instant feedback on swing speed, ball speed, spin rate, and launch angles—without requiring excessively high netting. Golf simulators are already widely used in professional training, and even PGA Tour professionals have embraced the technology with its new TGL Indoor Golf League. If necessary, the applicant could designate the range as an **“irons-only” facility** while supplementing full-swing practice with simulators—eliminating safety concerns while maintaining the integrity of the range.

#### 4.2 Flaws in the Applicant’s Study

The applicant’s study contains several critical flaws that undermine its conclusions:

##### A. Inconsistent Recommendations

The applicant’s “expert” has provided two studies with contradictory conclusions:

- One study assumes the use of premium golf balls and concludes that 50-foot netting is sufficient, even though 9% of balls (4% left, 5% right) are deemed to “threaten” the range boundary (*Exhibit H, Table 4-1, p. 11*).
- However, when the same expert analyzes an 85% flight-restricted ball, the study suddenly deems 4.8% of balls (2.7% left, 2.1% right) as “unacceptable”—despite the lower percentage of errant shots.
- This inconsistency suggests that the applicant is fixated on justifying 50-foot netting rather than genuinely improving safety.

## **B. Faulty Assumptions**

The study makes unrealistic assumptions, including:

- All range balls are hit with drivers at 110 mph swing speeds.
  - Only 1.7% of golfers can swing a driver at 110 mph (*per the study's own data*).
  - TrackMan data<sup>2</sup> shows that only 7% of male golfers exceed 105 mph, a skill level generally associated with scratch golfers.<sup>3</sup>
- The study assumes that up to 7,000 balls leave the range daily, requiring roughly 21,000 drives hit at 110 mph speeds *every day*—an absurd and statistically impossible scenario.
- Assumes that the 12ft high fencing and 177 trees located along the range provide no protection.
- Assumes the use of drivers while drivers are currently prohibited on the range, meaning the study is attempting to "solve" a problem that does not actually exist.

## **C. No Real-World Data on Errant Shots**

- The applicant has failed to conduct any actual study measuring the number of balls that leave the range under current conditions.
- Instead, the study relies on hypothetical projections, assuming that up to 7,000 balls per day are leaving the range<sup>4</sup>—despite lacking any supporting evidence.
- The study also ignores the existing 177 trees, explicitly stating, "*I assume the existing trees have no effect*" (*Exhibit H, p. 10*). This assumption is unrealistic and further discredits the applicant's claims.
- The Applicant bases their hardship claim on this errant ball study which does not include any real-world information related to errant shots hit at this range.

The applicant has not demonstrated a material hardship that justifies a variance. The property can continue to function as a golf course without the 50-foot netting, and numerous alternative solutions exist, including limited flight balls and golf simulators. Additionally, the applicant's study is riddled with contradictions, faulty assumptions, and a lack of real-world data, further undermining the case for a variance.

## **5. This variance request is not consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan and therefore should not receive a variance.**

The applicant's variance request is fundamentally inconsistent with the purpose and intent of the City of Medina's Comprehensive Plan and relevant city ordinances, and therefore, it should be denied.

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<sup>2</sup> The Study also uses Trackman Data (See Ex H, Pg 7).

<sup>3</sup> <https://golf.com/instruction/how-fast-swing-driver-based-handicap/>

<sup>4</sup> Reference in the Application at Approval Criteria 4.



The background and context section of the Comprehensive Plan likely provides the most important discussion of the intent of the Comprehensive Plan with respect to the golf course for the City of Medina. It states:

*“Medina also has a distinctive and sylvan quality that is typified by semi-wooded and heavily landscaped lots that provide visual and acoustic privacy between neighbors and abutting city streets. **Many of the residences are situated in open settings, which take advantage of the attractive lake and territorial views.** Additional contributing factors are elaborately landscaped lots as well as the large tracts of open space, which can be seen from city streets. The more significant of these open spaces are the City's two interior parks, Fairweather Nature Preserve and Medina Park, and the Overlake Golf & Country Club. **Overlake's golf course is an attractive, open green space located in a shallow valley, which runs through the center of the City. The golf course serves as a visual amenity for surrounding homes, passers-by who view it from city streets, and residents of Clyde Hill.**”* (Comprehensive Plan: Background, Setting and Character at pg. 8).

It goes on to state in the Community Design Element Goal 3 that:

*“... equally as important with this perimeter area is maintaining view corridors into the golf course which contributes a sense of added open space in the heart of the community.”* CD-G3.

Finally, Community Design Element Policy 1 (CD-P1) is to “[p]reserve and enhance trees as a component of Medina’s distinctive sylvan character.”

The Applicant is proposing to remove 77 trees and replace them with 18 50ft high poles and more than 1500ft of 50ft high netting.

The addition of 18 50ft high poles and more than 1500ft of 50ft high netting is clearly at odds with the Comprehensive plans’ goal of preserving the “visual amenity for surrounding homes, passers-by ... and residents of Clyde Hill.” It is also would harm the goal of “maintaining view corridors into the golf course.” The City has expressed an interested in maintaining these views and view corridors. Erecting poles and nets which removing trees would clearly contradict the plain language and clear intent of those goals.

Additionally, the Applicant is proposing to remove 77 trees with 21 of them being labeled “significant trees” by the Medina City Code. This is clearly disruptive of the City’s policy to preserve and enhance trees as a component of Medina’s distinctive sylvan character.

The applicant argues that the proposal aligns with the Comprehensive Plan because LU-P5 encourages the preservation of existing non-residential uses, such as the Overlake Golf & Country Club. However, this argument is flawed for two key reasons. First, the Comprehensive Plan supports preserving the golf course but does not require or endorse the addition of 50-foot-high netting. The golf course has been maintained without this netting since its establishment in 1927, proving that such an addition is not essential to its continued operation. Second, the applicant downplays the visual impact of the proposal, claiming that Dyneema netting will have a “negligible effect on view corridors of the golf course.” This claim conveniently overlooks the presence of 18 massive poles and the removal of 77 trees, which would have a significant and permanent impact on the area’s aesthetics.

The variance request is fundamentally at odds with the City of Medina’s Comprehensive Plan, which prioritizes preserving scenic views, protecting open space, and maintaining the city’s sylvan character. The proposed removal of trees and installation of towering poles and netting contradicts both the language and intent of the Plan. For these reasons, the variance should be denied.

**6. The variance request cannot be granted because the basis of the request is due to deliberate actions of the Applicant.**

Although the term “deliberate actions” actions did not appear in the code until the most recent ordinance, the concept of deliberate actions regarding variance applications traces back to *Lewis v. City of Medina*.<sup>5</sup> This concept is common in variances because if the Applicant created the hardship that it is seeking relief from, was self-created, the governing entity will generally not grant the requested variance.

Here, the Applicant has over 130 acres that it uses for its Golf Course. 130 acres is significantly larger than necessary to accommodate a full-size driving range if the Applicant desires. It’s also notable that the reason the range is “relatively small [in] length and width” is due to design choices made by the Applicants.

The Course design history is generally well known and has been published in numerous publications including *Overlake: The Land, the Club, the People* by Patricia Lucas (1979) and *Golf Architecture: A Worldwide Perspective Vol 5* edited by Paul Daley (2009). In 1953, Mr. V.A. Macan was contracted by the Club to design the course. His design reoriented the course into its current North-South Layout from a prior East-West orientation. Mr. Macan included this specific practice range in his original course layout. Mr. Macan’s design was selected after reviewing five different proposals for the course.<sup>6</sup>

The selection of this particular design resulted in a relatively small driving range. This small driving range was a result of the Applicant’s deliberate actions – that is the choice to design this particular course in this particular manner.

**7. The Variance is not the minimum necessary to provide reasonable use of the property.**

The term “reasonable use” is closely connected with the “material hardship” concept. The Hearing Examiner recently described their analysis in the *Yang* variance denial – the City Council effectively took steps to affirm this analysis.

In the *Yang* variance denial, the Examiner stated that:

*“The Applicant can continue to make reasonable use of the property, including home office use, without constructing a 609 square foot detached accessory office structure within the property’s*

<sup>5</sup> *Lewis v. City of Medina* 87 Wn.2d 19 (1976)<sup>5</sup>. In *Crawford v. City of Shoreline*, unpublished opinion, Court of Appeals of Washington, Division One (2005) the Court of Appeals cites to *Lewis* for support of the historical support for the concept of deliberate actions.

<sup>6</sup> *Overlake: The Land, the Club, the People*; Lucas, Patricia (1979) at 46.

Law Office of Aaron M. Smith  
999 3rd Avenue Suite 700 : Seattle, Washington 98104

*rear yard setback area. Although alternative options for locating the proposed accessory office structure closer to the primary residence, or utilizing the existing 3,446 square feet of living space within the primary residence for home office uses) may present practical difficulties, this does not constitute a material hardship justifying the grant of a variance.”*

While “reasonable use” isn’t defined in Medina’s land use code, applying the same approach as the Hearing Examiner did in *Yang* is helpful. There, the Examiner believed that the Applicant could continue to make reasonable use of her property, including use of her home office without constructing a 609sf detached accessory office structure in the rear setback. Here, the Applicant can continue to make use of their 130 acres as a golf course. It can also continue to make use of their driving range by limiting the clubs that can be used on the range, implementing the use of limited flight golf balls, or redesigning the Course to accommodate an appropriately sized range. As the Examiner in *Yang* opined, although these may present practical difficulties, they do not constitute a material hardship.

Under these new requirements, The Applicant can continue to make reasonable use of the property as it can continue to operate a golf course and continue to operate a driving range with various limitations. The Applicant can make reasonable use of the property without the variance and therefore should be ineligible for this variance.

It should be exceedingly clear that the Applicants are not eligible for this proposed variance as the failure to meet even one of the eight criteria would require denial. Here, the applicants clearly fail to meet seven of the eight criteria. To the extent that the Planning Department Staff create a staff report for the Hearing Examiner, we hope that the Staff Report will urge denial of this variance application.

Thank you for your consideration.

Sincerely,



---

On Behalf of the Neighbors of  
Overlake Golf and Country Club

Aaron Smith  
Law Office of Aaron M. Smith  
999 3rd Ave Suite 700  
Seattle, WA 98104



## EXHIBIT 18s

**From:** [Steve Wilcox](#)  
**To:** [Peter Berger](#)  
**Cc:** [Jonathan Kesler](#); [Jessica Rossman](#)  
**Subject:** Fw: P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club  
**Date:** Monday, February 10, 2025 9:33:12 AM  
**Attachments:** [image001.png](#)

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Good Morning Peter-

The City Council requested that I add the "Upcoming Projects and their Potential Impacts on you" to our Medina website. [Medina, Washington Home Page | Medina Washington](#). I believe you have seen this new information. We also added language directing to our Public Records Request process for additional project information. It appears the email exchange you had with Jonathan is confusing the required permit process vs. the "Upcoming Projects..." information.

The Upcoming Projects information on our website is intended to simply be a quick summary with graphics and some descriptive text. With certain attorney edits from time to time, the public is welcome to view the entirety of any project that Medina has in our system. We added language to the Upcoming Projects website information to clarify that a PRR could be requested.

There is a balance between offering a link to all project information in our system compared to providing the summaries we now have. My preference is to have a link for the public to access all project information simply by looking on our website through a complete project list, then choosing the project and viewing what they want to see. I will need to dig into this because it is a good idea that will need involvement of our Clerk, and likely our City Attorney too. Then there are the technical questions to resolve as well.

I see the value in what I believe you asked Jonathan for. At the moment the best I can say is that you should file a Public Records Request through Medina's website for everything you would like to see. I will begin asking questions about if and how to make all of this information for projects more complete and easier to access through our website. At staff level we have discussed this in the past and I recall a permit system technical issue that was never resolved.

If I have missed something, you would like to talk, or you need help with a PRR please let me know.

Steve Wilcox

425-233-6409

(setting up a new computer today)

---

**From:** Jonathan Kesler <jkesler@medina-wa.gov>  
**Sent:** Friday, February 7, 2025 3:21 PM  
**To:** Peter Berger <setatnot@hotmail.com>  
**Cc:** Steve Wilcox <swilcox@medina-wa.gov>; jlrossman@outlook.com <jlrossman@outlook.com>  
**Subject:** RE: P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club

Hello,

I thought we had answered your question. We can check the submittal thru our online portal system & see about those exhibits. Generally, the Notice of Application is what is posted online & then other docs are available to be emailed or picked up in person. I'll see what I can find & let you know by Monday afternoon.

Cordially,

Jonathan

Jonathan G. Kesler, AICP  
Planning Manager  
City of Medina  
501 Evergreen Point Rd.  
PO Box 144  
Medina, WA 98039  
425-233-6416  
[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)



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**From:** Peter Berger <setatnot@hotmail.com>  
**Sent:** Friday, February 7, 2025 2:29 PM  
**To:** Jonathan Kesler <jkesler@medina-wa.gov>  
**Cc:** Steve Wilcox <swilcox@medina-wa.gov>; jlrossman@outlook.com  
**Subject:** RE: P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club

Hello Jonathan – following up on this request.

**EXHIBIT 18s**

Thanks!

Pete

---

**From:** Peter Berger <[setatnot@hotmail.com](mailto:setatnot@hotmail.com)>  
**Sent:** Monday, February 3, 2025 2:29 PM  
**To:** Jonathan Kesler <[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)>  
**Cc:** Steve Wilcox <[swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)>; [jgrossman@outlook.com](mailto:jgrossman@outlook.com)  
**Subject:** RE: P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club

Hi Jonathan – thank you. I hope you had a good weekend.

I noticed when I was reviewing the application that the applicant referred to studies showing the number of balls escaping the range today v. with the proposed structure – Exhibits H&I. There also appear to be other Exhibits F – L with additional information.

Sorry if I missed them but I was wondering if it would be possible for the city to post all of the Exhibits to the application on the site for the public to use in preparation for the hearing. Or if those are only available at City Hall I will come down and make copies for myself. Please let me know.

Thanks!

Pete

---

**From:** Jonathan Kesler <[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)>  
**Sent:** Monday, February 3, 2025 9:55 AM  
**To:** Peter Berger <[setatnot@hotmail.com](mailto:setatnot@hotmail.com)>  
**Cc:** Steve Wilcox <[swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)>; [jgrossman@outlook.com](mailto:jgrossman@outlook.com)  
**Subject:** RE: P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club

Thank you for your email.

You are now a “Party of Record” for this Variance request, P-24-079. You will be emailed when we send out the Notice of Hearing once it’s ready to schedule before the Hearing Examiner.

Cordially,

Jonathan

Jonathan G. Kesler, AICP  
Planning Manager  
City of Medina  
501 Evergreen Point Rd.



EXHIBIT 18s

PO Box 144  
Medina, WA 98039  
425-233-6416  
[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)



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**From:** Peter Berger <[setatnot@hotmail.com](mailto:setatnot@hotmail.com)>  
**Sent:** Friday, January 31, 2025 9:00 PM  
**To:** Jonathan Kesler <[jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)>  
**Cc:** Steve Wilcox <[swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)>; [jlrossman@outlook.com](mailto:jlrossman@outlook.com)  
**Subject:** P-24-079, Nonadministrative Variance for 50' fence at Overlake Golf & Country Club

We write to oppose this requested variance.

We are not adjacent to the golf course, but our nearby home faces the direction of the driving range. If constructed as illustrated in the application, the proposed 50' netting structure – including 16 50' poles – would become our view of sky and horizon from the main living spaces in our home. The quality and character of our property would be substantially diminished.

It's uncomfortable to have to write this, because our family enjoys being part of the Overlake Golf and Country Club (OGCC). We've been social members for more than ten years, we've been actively involved with the swim team for a long time, and we've considered OGCC an important part of our neighborhood community. We supported OGCC's last major clubhouse remodel, and appreciated the respect the club showed for the surrounding community in that process. It's been very disappointing to see OGCC's consideration for the surrounding community erode in recent years.

We urge the Hearing Examiner to deny the nonadministrative variance for at least the following reasons:

- This 50' pole and netting structure would materially damage both the property value and the peaceful enjoyment of the many homes whose views it would dominate, including our own.
- A 50' pole and netting structure would change the character of the City of Medina as a whole, diluting property values more widely. Medina has carefully cultivated a low-key sylvan and evergreen residential character. Surrounding homes are limited to 25' in height, as is the OGCC clubhouse that adjoins the

## EXHIBIT 18s

driving range. A 50' net with accompanying 50' poles (presumably metal) would be a highly visible and unattractive new landmark, widely seen throughout the surrounding area. A 50' golf net fits in a commercial zone (e.g., Top Golf in Renton, adjacent to a shopping mall and a Boeing facility) or a more industrial environment (e.g., Interbay Golf Center in Seattle). It does not belong in a quiet residential community that strives for a natural evergreen appearance, and its presence would be injurious to the other properties in the vicinity.

- The structure has no public benefit to balance out its negative impacts on other property owners and the community at large. According to the application, the purpose of the structure is “to prevent errant balls from posing a risk of hitting golfers and other guests of the club” (emphasis added). The proposed structure would protect only people who have already assumed the risk of being present on the golf course. Indeed, only the subset of club members who have golf memberships and their golfing guests are allowed on the course when the driving range is open. OGCC thus proposes to impose a huge and widely visible public cost solely for the benefit of its golf membership. This is an unfair imbalance, especially because OGCC chose to place its driving range directly in the sightline of homes in the heart of residential Medina, instead of elsewhere on their property where a net might be less impactful to the public.
- The lack of public benefit is reinforced because Medina is not a “golf course community,” where nearby residents who may be impacted by golf course operations have a membership vote in what the club does. Local homeownership has no tie to golf course membership.
- The variance request has nothing to do with “special circumstances relating to the size, shape, topography, location or surroundings of the subject property.” There are no such special circumstances: OGCC has a 140 acre property that could be arranged in any number of ways. Whatever conflict OGCC now sees between the driving range and the golf course was created by OGCC’s own site planning. OGCC had sole control of the golf course layout, and only just completed its Golf Course Master Plan in 2023. OGCC also chose the location for its driving range, and constructed new amenities there less than a decade ago. Now OGCC has belatedly decided there is a conflict between the locations of those two uses—a conflict that OGCC somehow failed to foresee and manage. Furthermore, the current location of the driving range—nestled in a residential section of the city—maximizes the negative impacts of the proposed net on other property owners. Other golf courses in residential communities place their driving ranges away from any concentration of homes, hidden amongst mature trees, and apart from the main golf course. No hardship “relat[ing] to the land itself” prevents OGCC from doing the same. A nonadministrative variance is not intended to relieve an applicant of the consequences of its own site planning decisions, or to remove constraints caused solely by improvements already constructed on the property.
- Denying this request will not cause OGCC a “material hardship” that can appropriately be remedied by a nonadministrative variance. Here, OGCC

## EXHIBIT 18s

claims material hardship because it would not be “economically feasible” to redevelop its property to facilitate more appropriate placement of a driving range. But a nonadministrative variance can only be granted “when necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant.” Money could relieve OGCC’s self-created problem, and OGCC’s inability to pay is a problem personal to OGCC. This has nothing to do with the land itself, so a nonadministrative variance is not an appropriate remedy.

- OGCC has not demonstrated that the 50’ structure is the only possible – or “minimum necessary” – solution for ensuring safety of golfers. There is no need for OGCC to allow or encourage members to use the best new equipment to hit as far as possible. Members have suggested electronic golf simulators as an alternative for players who want to practice full-strength swings, for example, as a less intrusive solution. The OGCC golf course is a very nice neighborhood playing course, not a professional championship caliber course. There is no reason it should be granted special development privileges to enable a championship caliber driving range or a “Top Golf”-style recreational long-drive range. To the extent OGCC claims it can’t operate a driving range at all without this variance, even that would not be a material hardship. OGCC operates a membership-only golf course. A driving range is a *nice-to-have* accessory use, not a *must-have* without which the golf course cannot operate. No property owner is guaranteed the right to build every possible permitted use.

Thank you for your consideration.

Sincerely,  
Peter Berger & Jessica Rossman  
7814 NE 14<sup>th</sup> St.

DISCLOSURE: Jessica is an elected member of the Medina City Council, currently serving as Mayor. This comment is submitted only in a personal capacity, and speaks only for our family.

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## **EXHIBIT 18s**

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## EXHIBIT 18t

**From:** [Steve Wilcox](#)  
**To:** [Dawn Nations](#)  
**Subject:** Fw: Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club  
**Date:** Tuesday, April 29, 2025 9:25:18 AM

---

See below for Ty Schultz.

Steven R. Wilcox  
City of Medina  
Development Services Director  
425-233-6409

---

**From:** Ty Schultz <tyschultz@gmail.com>  
**Sent:** Thursday, January 23, 2025 9:16 PM  
**To:** Randy Reeves <rreeves@medina-wa.gov>; Council <council@medina-wa.gov>; Steve Wilcox <swilcox@medina-wa.gov>  
**Cc:** Joe Razore <razore@broderickgroup.com>; Chris Gayte <cjgayte@yahoo.com>; Mike Peters <mpeters0@comcast.net>; Bev Jefferson <mrsbevj@aol.com>; Don Jefferson <donjefferson@att.net>; dianasabey@hotmail.com <dianasabey@hotmail.com>; kitpolleythayer@comcast.net <kitpolleythayer@comcast.net>; thayer.j@comcast.net <thayer.j@comcast.net>; jeffreychey@msn.com <jeffreychey@msn.com>; clint@meadinvestments.com <clint@meadinvestments.com>; Chasma Gerron <chasmah@hotmail.com>; Joan Willingham <joanwilling@hotmail.com>; Steven Goldfarb <steven@agjeweler.com>; Ty Schultz <tyschultz@gmail.com>; Christian Gerron <cgerron@hotmail.com>; Mike Willingham <mikewillingham@msn.com>  
**Subject:** Objection to Non-Administrative Variance Application P-24-079 – Overlake Golf and Country Club

Dear Members of the Medina City Council and the Planning Department:

I am writing to formally object to the variance application (P-24-079) submitted by the Overlake Golf and Country Club, which asks for permission to exceed the height restrictions imposed by the city to construct a 50-foot net for the driving range and remove 77 trees. As a homeowner in Medina and a member of the Overlake Golf and Country Club, I would like to express my concerns about this proposal. While I understand that the club is seeking a variance for constructing a protective net, this proposal doesn't meet several of the criteria outlined in the city's zoning and variance regulations. I would like to highlight these concerns below.

### 1. Impact on the Visual Integrity of the Area

The driving range occupies an evident and prominent location within the golf course, visible not only to all members and guests entering the club but also to the 27 homeowners within the city of Medina, whose homes are valued at over \$200 million (ref. Zillow), and are in clear view of the range or whose homeowners pass the range while accessing their homes. Additionally, the range is visible from properties in the neighboring city of Clyde Hill, where hundreds of homes overlook the course. The proposed netting and tree removal would significantly alter the visual character of this area, negatively affecting the aesthetic appeal of the golf course and potentially

diminishing the value of properties in both Medina and Clyde Hill for decades to come. Below are a couple of golf course-related examples wrestling with similar challenges:

**Example 1: *City Park Golf Course Redesign, Denver, Colorado***

- A historic golf course was redesigned to include water retention areas as part of a flood mitigation plan. Nearby residents opposed the changes, claiming the construction and alteration of the landscape negatively impacted property values and the neighborhood's character.
- **Impact:** Concern over property values declining due to aesthetic and recreational losses.

**Example 2: *Pacific Golf Club Expansion, Brisbane, Australia***

- Residents objected to expansion plans for a golf club, including installing high nets and lights. Concerns about visual pollution and increased noise led to fears of declining home values.
- **Impact:** Property values in adjacent neighborhoods are threatened

**2. Lack of Member Input and Approval**

It is worth noting that the OGCC Board and the Greens Committee submitted this proposal and not the broader membership of the club. As a member, I am certain that the club's membership has not thoroughly vetted such an impactful decision. While the club may argue that the cost of the project is relatively small, the potential impact on the visual quality of the course, the surrounding properties, and the overall reputation of the city of Medina is substantial. A decision of this magnitude should be subject to greater member involvement and approval.

**3. Failure to Satisfy the Criteria for a Variance**

The city's ordinance on variances requires that the applicant demonstrate a need for the variance based on exceptional circumstances related to the property's size, shape, or topography. However, the club has more than sufficient space on the property to accommodate the needs of the golf range without exceeding the 25-foot height restriction. Furthermore, the proposed solution, including the 50-foot net, does not appear to be the minimum necessary to address any hardship. There are alternative solutions, such as utilizing golf simulators, reducing the flight of balls, or redesigning the range, that would not require a variance or result in the drastic visual impact posed by the current proposal.

**4. Consistency with the Comprehensive Plan**

The proposal to remove 77 trees and install 50-foot poles and netting conflicts with the city's Comprehensive Plan, which specifically aims to preserve the sylvan character of Medina and enhance the visual amenity of properties near the golf course. Removing trees and introducing large netting structures would harm the aesthetic qualities the city strives to protect, including the views enjoyed by residents and visitors.

**5. Potential Long-Term Impact on the City's Brand**

As a city known for its natural beauty and high-quality residential properties, Medina's reputation could be negatively impacted by this variance's approval, thereby impacting everyone's home values. The visual disruption caused by the proposed



## EXHIBIT 18t

netting and tree removal would not only affect property values within Medina or those who live nearby but could also alter the city's overall image. Given the potential for adverse effects on the surrounding neighborhood and the neighboring city of Clyde Hill, the proposed variance could precipitate negative consequences for the city's brand that extend beyond those envisioned by the Club or the Medina City Council.

### **Conclusion**

In light of the above points, I request that the Medina City Council and Planning Committee carefully consider the full implications of approving this variance. The proposal, as it stands, does not meet the criteria for a variance under the city's zoning regulations and would significantly impact the community's visual and environmental environment.

Thank you very much for considering my and our neighbors' concerns. I trust that the City Council will consider the potential long-term effects on the city, its residents, and its reputation when deciding on the variance request.

Sincerely,  
Ty Schultz  
7871 NE St.  
Medina, WA 98039

## EXHIBIT 18u

**From:** [Steve Wilcox](#)  
**To:** [Jonathan Kesler](#)  
**Cc:** [Tom Moriarty](#)  
**Subject:** P-24-079; Opposition to Overlake Variance Request and Proposed Range Renovation  
**Date:** Monday, March 10, 2025 11:22:25 AM

---

Hello Jonathan-

Please assure that this comment is recorded with P-24-079.

Thank you,

Steve

Steven R. Wilcox  
City of Medina  
Development Services Director  
425-233-6409

---

**From:** Christian G <cgerron@hotmail.com>  
**Sent:** Sunday, March 9, 2025 6:30 PM  
**To:** Heija Nunn <HNunn@medina-wa.gov>; Steve Burns <Sburns@medina-wa.gov>; Rob Kilmer <rkilmer@medina-wa.gov>; Steve Wilcox <swilcox@medina-wa.gov>  
**Cc:** chasmah@hotmail.com <chasmah@hotmail.com>  
**Subject:** RE: Opposition to Overlake Variance Request and Proposed Range Renovation

Thank you for the update, Heija.

---

**From:** Heija Nunn <HNunn@medina-wa.gov>  
**Sent:** Sunday, March 9, 2025 12:52 PM  
**To:** Christian G <cgerron@hotmail.com>; Steve Burns <Sburns@medina-wa.gov>; Rob Kilmer <rkilmer@medina-wa.gov>; Steve Wilcox <swilcox@medina-wa.gov>  
**Cc:** chasmah@hotmail.com  
**Subject:** Re: Opposition to Overlake Variance Request and Proposed Range Renovation

Hello Christian,

Thank you for taking the time to comment at our last council meeting. I have not seen any update to the Hearing Examiner process or notice of a scheduled hearing. The only thing I have reviewed since your comments has been the letter Council received from OGCC Board President Jim Ridgeway and I personally visited other net structures locally to get a sense of their impact.

Please let us know if you have specific questions, or if we can provide additional information. We do have a council meeting tomorrow and I am sure City Staff copied here will answer you with any updates they have, by tomorrow.

Happy Weekend!  
Heija Nunn

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---

**From:** Christian G <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)>

**Sent:** Sunday, March 9, 2025 7:16:33 AM

**To:** Steve Burns <[Sburns@medina-wa.gov](mailto:Sburns@medina-wa.gov)>; Rob Kilmer <[rkilmer@medina-wa.gov](mailto:rkilmer@medina-wa.gov)>; Steve Wilcox <[swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)>; Council <[council@medina-wa.gov](mailto:council@medina-wa.gov)>; Jessica Rossman <[jrossman@medina-wa.gov](mailto:jrossman@medina-wa.gov)>

**Cc:** [chasmah@hotmail.com](mailto:chasmah@hotmail.com) <[chasmah@hotmail.com](mailto:chasmah@hotmail.com)>

**Subject:** Re: Opposition to Overlake Variance Request and Proposed Range Renovation

Hello, checking in to see if there has been any updates with the hearing examiner on this proposal. Thank you.

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---

**From:** Christian G <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)>

**Sent:** Wednesday, January 22, 2025 8:13 PM

**To:** [sburns@medina-wa.gov](mailto:sburns@medina-wa.gov) <[sburns@medina-wa.gov](mailto:sburns@medina-wa.gov)>; Rob Kilmer <[rkilmer@medina-wa.gov](mailto:rkilmer@medina-wa.gov)>; [swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov) <[swilcox@medina-wa.gov](mailto:swilcox@medina-wa.gov)>; [Council@medina-wa.gov](mailto:Council@medina-wa.gov) <[Council@medina-wa.gov](mailto:Council@medina-wa.gov)>; [jrossman@medina-wa.gov](mailto:jrossman@medina-wa.gov) <[jrossman@medina-wa.gov](mailto:jrossman@medina-wa.gov)>

**Cc:** [cgerron@hotmail.com](mailto:cgerron@hotmail.com) <[cgerron@hotmail.com](mailto:cgerron@hotmail.com)>; [chasmah@hotmail.com](mailto:chasmah@hotmail.com) <[chasmah@hotmail.com](mailto:chasmah@hotmail.com)>

**Subject:** Opposition to Overlake Variance Request and Proposed Range Renovation

Dear Medina City Council and City of Medina Members,

We are writing to express our strong opposition to Overlake's variance request for a 50-foot net and the proposed range renovation.

To provide some context, Overlake has been planning this project for nearly two years. Last spring, the neighborhood was made aware of these plans at the last minute just before the variance request was set to be submitted. Following significant neighborhood feedback, Overlake agreed to meet with residents to consider input; however, most of that feedback was not incorporated into subsequent iterations of the proposal. After repeated requests for updates without response, this past fall, we were informed of their intention to resubmit the variance request and plans that largely resembled the original plan. Furthermore, Overlake inaccurately represented to its membership that the neighbors were supportive of and involved in shaping the plans—a clear misrepresentation.



Below are the primary issues we have with the proposal:

- **Impact on Community Aesthetics:** The proposed 50-foot poles and netting would be a significant visual blight, impacting not only those on the course but also residents of Clyde Hill who would have an impacted view. Instead of the current tree line, the community would be forced to look at netting reminiscent of a Top Golf facility.
- **Flawed Renderings and Infeasible Tree Planting Plans:** The renderings provided by Overlake do not accurately reflect the likely outcome. As a resident living near the range, I am familiar with the layout and tree coverage. Their proposal to plant new trees for screening is physically unachievable in many areas, especially near holes 1 and 2. For example, trees capable of growing to 50 feet would have a canopy diameter of at least 30 feet, which is incompatible with the limited space between the proposed fence and cart path. During a walkthrough with their golf superintendent, my concerns about the lack of feasible tree placement were not refuted. Trees will NEVER be able to screen the fence on #2 with the current design and constraints and all homeowners will look at this fence forever.
- **Flawed Ball Escapement Study and Lack of Safety Incidents:** Overlake's ball escapement study appears to be flawed and the delta of risk b/n 30 ft and 50ft is marginal percentage points from the discovery questions we asked. Additionally, they have been unable to provide evidence of any safety incidents involving range balls over the course's history. The real safety issues are out on the course.
- **Unwillingness to Compromise:** While I support a range renovation and improved netting, the proposed 50-foot structure and removal of existing trees are unnecessary. A more balanced solution could involve trimming the current trees and placing new fencing within the interior of the existing tree line. This approach would retain most, if not all, of the trees while phasing in replacements over time. It would also preserve community aesthetics while having little to no impact on the playability of the range. Adjusting the tee box and target alignment would further mitigate any concerns about the range's width. A fence height of 25-30 feet should be sufficient. Let's be honest if a member is hitting the fence or trees they've essentially hit out of bounds and can tee up and have another try. The Range does not need to be wider. Additionally, they can get lower flight balls or set up a net for long hitters to practice their drivers.

- **Impact on Property Values and Taxes:** Realtors have indicated that the proposed changes could negatively impact property values and, consequently, property tax revenue for the city.

- **Lack of Membership and Neighborhood Support:** This plan does not have the support of many of Overlake's members or the surrounding neighborhood. Despite this, certain board members are pushing for its approval without seeking a membership vote, which I believe is critical for a project of this scope.

Should this plan move forward as currently proposed, some neighbors are already exploring legal options. I strongly urge you to consider our feedback and work with the community to preserve the natural beauty of the Overlake Golf Course rather than transforming it into something resembling a commercial golf driving range facility.

Thank you for your time and consideration.

Sincerely,  
Christian and Chasma Geron

**Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast.

**NOTICE OF PUBLIC DISCLOSURE:**

This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.



## CITY OF MEDINA

### NOTICE OF HYBRID PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Medina Hearing Examiner will conduct a hybrid public hearing (in person with virtual option via Zoom) in Council Chambers at Medina City Hall on Thursday, May 15, 2025, at 10:00 am or called as soon thereafter. City Hall is located at 501 Evergreen Point Rd, Medina, WA 98039. The purpose of this hearing is to consider testimony for and against the following:

**Proposal:** Request for a Non-administrative of 25 feet to the 25-foot height limit of a structure in the R-20 Zoning District, per Table 16.23.050(A), Maximum Height Standards. The Applicant proposes to construct a 50-foot-high structure (fence with a net) around the west, north, and east sides of the Overlake Golf & Country Club Driving Range, for the purpose of increasing safety and to reduce the risk of errant balls hitting golfers and other guests of the club.

**File No:** P-24-079 Non-administrative Variance

**Applicant:** Terrence Danysh and Charlie Beckett (Agents)

**Site Address:** 8000 NE 16<sup>th</sup> St., Medina, WA 98039, Parcel # 252504-9003

**YOU ARE INVITED** to attend the public hearing and make oral and written comments. The Hearing Examiner has the discretion to limit testimony to relevant, non-repetitive comments and to set time limits. If you are unable to attend, written comments, photographs, or other exhibits on the application may be submitted to the staff contact or address below before the hearing date. The Hearing Examiner gives equal weight to testimony submitted in person at a hearing, orally via virtual attendance, and written comments that are submitted. You are eligible to request a copy of the decision post-hearing.

For information on how to participate in the public hearing, please see the City's website for the hearing agenda, which will be posted by Thursday, May 8, 2025, at 4:00 PM. Please either attend in person or log in, or phone in at the beginning of the hearing to participate. If you need special accommodation, please contact the staff member below.

**APPEAL RIGHTS:** Any person can comment on the application, receive notice of, and participate in any hearings and request a copy of the decision once made. Pursuant to MMC 16.80.220(B), a Type 3 Non-Administrative Variance decision may be appealed to the King County Superior Court.

**QUESTIONS:** Requests for information and/or written comments may be directed to the staff contact below or Medina City Hall, Attn: Development Services, 501 Evergreen Point Rd, Medina, WA 98039.

**STAFF CONTACT:** Jonathan G. Kesler, AICP, City of Medina Planning Manager, at (425) 233-6416 or [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov).

Jonathan Kesler, AICP, Planning Manager

4/15/25  
Notice Issued



# EXHIBIT 19 Site Plan

Sheet C

**LINK**  
LAND DEVELOPMENT, LLC  
10000 15TH AVE NE, SUITE 100  
REDUCTION, WA 98072  
PHONE: (206) 881-1111  
WWW.LINKLANDDEVELOPMENT.COM

## OVERLAKE GOLF AND COUNTRY CLUB DRIVING RANGE

Project: Overlake Golf and Country Club  
Driving Range  
Site Plan  
Prepared by: Link Land Development, LLC  
Date: 10/15/2019

SP01\_SITE PLAN



### GENERAL NOTES:

1: ALL PROPERTY DIMENSIONS ARE MEASURED FROM CAD DRAWINGS PREPARED BY OLS-STRONG.

### LEGEND:

- PROPERTY LINE
- NEW NET AND POLE
- OLD NET AND POLE TO BE REMOVED
- 300' OFFSET LINE

**CITY OF MEDINA  
DECLARATION OF POSTING**

Kevin Calicoat does declare as follows:

That s/he is an employee of the city of Medina and that on the:

2 day of January 20 25

s/he caused a true and correct legible copy of the following described documents to be posted at each of the following indicated locations:

DN Medina City Hall, 501 Evergreen Point Road, Medina

DN City Website

K.C. Medina Post Office, 816 Evergreen Point Road, Medina

K.C. Public notice board at Medina Park Northeast 12<sup>th</sup> Street parking lot.

K.C. At two locations within 300 feet of the property in question described by its street address as follows:

8000 NE 16<sup>th</sup> St  
Medina, WA 98039


Description of document:

NOA for P-24-079

A copy of the posted item is attached hereto.

Signed under the penalties of perjury of the laws of the state of Washington at Medina, Washington this:

2 day of January 20 25

  
Signature of posting employee



# CITY OF MEDINA

## NOTICE OF APPLICATION

**Proposal:** A Non-administrative Variance of 25 feet to the 25-foot height limit of a structure in the R-20 Zoning District, per Table 16.23.050(A), Maximum Height Standards. The Applicant proposes to construct a 50-foot-high structure (a net) around the west, north, and east sides of the Overlake Golf & Country Club Driving Range, as a safety precaution to prevent errant balls from posing a risk of hitting golfers and other guests of the club.

**File No.** P-24-079, Non-administrative Variance

**Applicant:** Richard Beckett (Agent)

**Site Address:** 8000 NE 16<sup>th</sup> St., Medina, WA 98039

**Other Required Permits:** Building Permit

**Application Received:** November 27, 2024

**Determination of Completeness:** December 23, 2024

**Notice of Application:** January 2, 2025

**PUBLIC COMMENTS:** Pursuant to MMC 16.80.110(B)(7), this application has a public comment period. Please submit public comments no less than 14 days, January 16, 2025, and no more than 30 days, February 1, 2025, from the date of issuance of the Notice of Application.

**STATE ENVIRONMENTAL POLICY ACT:** The proposal is exempt from environmental (SEPA) review pursuant to WAC 197-11-800(2)(e), Minor New Construction and 197-11-800(6)(e), Land Use Decisions, Granting of a Variance.

**DETERMINATION OF CONSISTENCY:** Pursuant to RCW 36.70B.040, a preliminary determination has found the proposal consistent with the provisions of the Medina Municipal Code.

**APPEAL RIGHTS:** Any person can comment on the application, receive notice of and participate in any hearings, and request a copy of the decision once made. Pursuant to MMC 16.80.220(B), the decision may be appealed to King County superior court by filing a land use petition within 21 days pursuant to Chapter 36.70C RCW.

**QUESTIONS:** The complete application may be viewed either at City Hall, located at 501 Evergreen Point Road, Medina WA, 98039, or electronically by emailing the staff contact below.

**STAFF CONTACT:** Jonathan Kesler, AICP, City of Medina Planning Manager, at (425) 233-6416 or [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov).

### SITE PLAN:

**SUBMITTER**  
I hereby certify that the information and materials submitted are true and correct to the best of my knowledge.

**LEGEND**  
--- PROPERTY LINE  
--- EXISTING AND PROPOSED DRIVEWAY  
--- EXISTING AND PROPOSED DRIVEWAY  
--- EXISTING AND PROPOSED DRIVEWAY  
--- EXISTING AND PROPOSED DRIVEWAY



**LINK**

OVERLAKE GOLF AND COUNTRY CLUB  
DRIVING RANGE

OVERLAKE GOLF AND COUNTRY CLUB  
DRIVING RANGE

**SP01\_GATE PLAN**

*Jonathan Kesler*

Jonathan Kesler, AICP, Planning Manager

1/2/2025  
Notice Issued

WARNING!

Posted notice is not to be removed, mutilated or concealed in any way.



CITY OF MEDINA  
DECLARATION OF MAILING

Rebecca Bennett does declare as follows:

That s/he is the Development Services Coordinator of the City of Medina and that on the 2 day of January 20 25 s/he caused a true and correct legible copy of the following described documents to be mailed to all residences which are within 300 feet of the property in question described by its street address as:

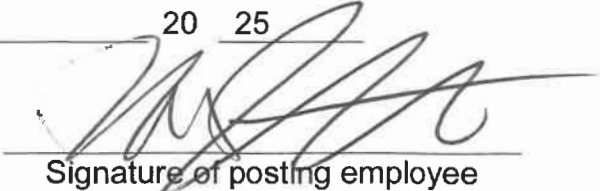
8000 NE 16<sup>th</sup> St  
Medina, WA 98039

Description of document:

NOA for P-24-079

Signed under the penalties of perjury of the laws of the state of Washington at Medina, Washington this:

2 day of January 20 25

  
Signature of posting employee



## CITY OF MEDINA

501 EVERGREEN POINT ROAD | PO BOX 144 | MEDINA WA 98039-0144  
TELEPHONE 425-233-6400 | [www.medina-wa.gov](http://www.medina-wa.gov)

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### NOTICE OF APPLICATION

**Proposal:** A Non-administrative Variance of 25 feet to the 25-foot height limit of a structure in the R-20 Zoning District, per Table 16.23.050(A), Maximum Height Standards. The Applicant proposes to construct a 50-foot-high structure (a net) around the west, north, and east sides of the Overlake Golf & Country Club Driving Range, as a safety precaution to prevent errant balls from posing a risk of hitting golfers and other guests of the club.

**File No.** P-24-079, Non-administrative Variance

**Applicant:** Richard Beckett (Agent)

**Site Address:** 8000 NE 16<sup>th</sup> St., Medina, WA 98039

**Other Required Permits:** Building Permit

**Application Received:** November 27, 2024

**Determination of Completeness:** December 23, 2024

**Notice of Application:** January 2, 2025

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**STAFF CONTACT:** Jonathan Kesler, AICP, City of Medina Planning Manager, at (425) 233-6416 or [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov).

Jonathan Kesler, AICP, Planning Manager

1/2/2025

Notice Issued

**LINK**  
 LINK DESIGN GROUP, LLC  
 11000 15th Ave NE, Suite 100  
 Redmond, WA 98073  
 Phone: (206) 881-1100  
 Fax: (206) 881-1101  
 Email: info@linkdesign.com  
 Website: www.linkdesign.com  
 Project Number: 2017-001  
 Date: 10/10/2017  
 Drawn By: J. Smith  
 Checked By: J. Smith  
 Overlaid By: J. Smith  
 Project Name: OVERLAKE GOLF AND COUNTRY CLUB

# OVERLAKE GOLF AND COUNTRY CLUB DRIVING RANGE

Client: OVERLAKE GOLF AND COUNTRY CLUB  
 Project: DRIVING RANGE  
 Date: 10/10/2017  
 Drawn By: J. Smith  
 Checked By: J. Smith  
 Overlaid By: J. Smith  
 Project Name: OVERLAKE GOLF AND COUNTRY CLUB

SP01\_SITE PLAN

## Site Plan

Exhibit C



### GENERAL NOTES:

1: ALL PROPERTY DIMENSIONS ARE MEASURED FROM CAD DRAWINGS PREPARED BY D.R. STRONG.

### LEGEND:

- PROPERTY LINE
- NEW NET AND POLE
- OLD NET AND POLE TO BE REMOVED
- 300' OFFSET LINE



## EXHIBIT 21

Mark Wagner & Dorteia Eberz-Wagner  
1415 80TH AVE NE  
MEDINA, WA 98039

KIM DONG IL+JU HEE LEE  
2242 79TH AVE NE  
MEDINA, WA 98039

Dern-Palmer Keiko  
1600 77TH AVE NE  
MEDINA, WA 98039

Xiaoyun & Jun Yan Wang  
1425 80TH AVE NE  
MEDINA, WA 98039

Marc & Judith Sidell  
2238 79TH AVE NE  
MEDINA, WA 98039

1601 77TH LLC  
1601 77TH AVE NE  
MEDINA, WA 98039

Chunguo & Weiqing Wang  
1427 80TH AVE NE  
MEDINA, WA 98039

Joseph Brazen & Randi Brooks Brazen  
7915 NE 24TH ST  
MEDINA, WA 98039

Kang & Xiangjun Wang  
1632 77TH AVE NE  
MEDINA, WA 98039

Collin Carpenter  
1432 EVERGREEN POINT RD  
MEDINA, WA 98039

John & Christine Price  
2256 79TH AVE NE  
MEDINA, WA 98039

Franklin & Sharon Fite  
1634 77TH AVE NE  
MEDINA, WA 98039

MYDIAN INVESTMENTS LLC  
1525 79TH PL NE  
MEDINA, WA 98039

Liu Hao & Ying Xiong  
1444 EVERGREEN POINT RD  
MEDINA, WA 98039

John & Jane Campbell  
1635 77TH AVE NE  
MEDINA, WA 98039

Raymond & Janie Lee  
1526 79TH PL NE  
MEDINA, WA 98039

Lin Living Trust  
1438 EVERGREEN POINT RD  
MEDINA, WA 98039

Clinton Mead  
1636 77TH AVE NE  
MEDINA, WA 98039

Timothy Parker & Marsha Todd Parker  
1535 79TH PL NE  
MEDINA, WA 98039

Anthony W & Gilda C Joyce  
1280 80TH PL NE  
MEDINA, WA 98039

Sarah MacLeod  
1637 77TH AVE NE  
MEDINA, WA 98039

David & Caroline Williams  
1536 79TH PL NE  
MEDINA, WA 98039

Olga Ivanova  
7677 NE 14TH ST  
MEDINA, WA 98039

Michael Willingham  
1660 77TH AVE NE  
MEDINA, WA 98039

James & Marsha Seeley  
1545 77TH PL NE  
MEDINA, WA 98039

Oo Aung Maw  
2045 78TH AVE NE  
MEDINA, WA 98039

Robert Murray  
1661 77TH AVE NE  
MEDINA, WA 98039

Nancy Vieser  
1546 79TH PL NE  
MEDINA, WA 98039

Elizabeth Bastiaanse Hamren  
2042 77TH AVE NE  
MEDINA, WA 98039

Ben Magano & Bracha Toshav  
1686 77TH AVE NE  
MEDINA, WA 98039

## EXHIBIT 21

Carole Conger  
1555 77TH AVE NE  
MEDINA, WA 98039

Adrian Diaconu  
1849 77TH AVE NE  
MEDINA, WA 98039

Roger & Cathleen Barbee  
1687 77TH AVE NE  
MEDINA, WA 98039

Helen Yia-Chi Hsu & Guo Shieh  
1556 77TH PL NE  
MEDINA, WA 98039

Jeffrey & Sonja Richey  
1864 77TH AVE NE  
MEDINA, WA 98039

Ben Magano & Ephrat Bracha  
1800 77TH AVE NE  
MEDINA, WA 98039

Hongbin Wei & Quiyan Yang  
1556 79TH PL NE  
MEDINA, WA 98039

Robin & Christina Easton  
1885 77TH AVE NE  
MEDINA, WA 98039

Barbara Sharpe Trust  
1801 77TH AVE NE  
MEDINA, WA 98039

1564 MEDINA LLC  
1564 77TH PL NE  
MEDINA, WA 98039

John & Kathleen Thayer  
1898 77TH AVE NE  
MEDINA, WA 98039

Xuezhong Wang & Xuejun Feng  
1818 77TH AVE NE  
MEDINA, WA 98039

Pental Ravinder  
2019 79TH AVE NE  
MEDINA, WA 98039

Hassan Chihab  
1899 77TH AVE NE  
MEDINA, WA 98039

Victor & Mary Odermat  
1825 77TH AVE NE  
MEDINA, WA 98039

Stuht Revocable Trust  
7750 NE 16TH ST  
MEDINA, WA 98039

LLN MEDINA LLC  
2000 79TH AVE NE  
MEDINA, WA 98039

Michael & Janice Peters  
1848 77TH AVE NE  
MEDINA, WA 98039

Gary & Joanna Goodman  
2020 79TH AVE NE  
MEDINA, WA 98039

Donald & Beverly Jefferson  
2001 77TH AVE NE  
MEDINA, WA 98039

Hooman & Marian Rahnem Hajian  
7829 NE 14TH ST  
MEDINA, WA 98039

2020 EVERGREEN POINT LLC  
2020 EVERGREEN POINT RD  
MEDINA, WA 98039

Sepehr Egrari & Rita Azizi  
2010 79TH AVE NE  
MEDINA, WA 98039

Troy & Ewelina Hickey  
7823 NE 14TH ST  
MEDINA, WA 98039

Yawei & Rui Gong Zhang  
2021 78TH AVE NE  
MEDINA, WA 98039

Christian & Chasma Gerron  
2012 77TH AVE NE  
MEDINA, WA 98039

Swaminathan Sivasubramanian  
7619 NE 16TH ST  
MEDINA, WA 98039

Yu Jiang & Hui Huang  
2022 77TH AVE NE  
MEDINA, WA 98039

John & Diane Sabey  
2015 78TH AVE NE  
MEDINA, WA 98039

M. Meaghan Deck & Erin Fleck  
1625 EVERGREEN POINT RD  
MEDINA, WA 98039

## EXHIBIT 21

Donald & Beverly Jefferson  
2025 77TH AVE NE  
MEDINA, WA 98039

Steven & Fredda Goldfarb  
7851 NE 21ST ST  
MEDINA, WA 98039

Michael & Connie Blaylock  
1633 EVERGREEN POINT RD  
MEDINA, WA 98039

Dalong Jiang & Tingtin Feng  
2027 77TH AVE NE  
MEDINA, WA 98039

Carla Clise  
7861 NE 21ST ST  
MEDINA, WA 98039

PERFECT WEALTH INVESTMENT L  
1641 EVERGREEN POINT RD  
MEDINA, WA 98039

Bret & Elizabeth Blasingame  
2030 77TH AVE NE  
MEDINA, WA 98039

Ty & Jamie Schultz  
7871 NE 21ST ST  
MEDINA, WA 98039

Stephen & Judith Fisher  
1791 EVERGREEN POINT RD  
MEDINA, WA 98039

Huazia Zhao & Han Feixue  
2032 EVERGREEN POINT RD  
MEDINA, WA 98039

Zargahi Kamran Rajabi  
7858 NE 14TH ST  
MEDINA, WA 98039

WATERMARK ESTATE MGMNT LLC  
1819 EVERGREEN POINT RD  
MEDINA, WA 98039

Abhishek & Neha Dalmia  
2033 77TH AVE NE  
MEDINA, WA 98039

Lawrence & Stasia Steele  
7852 NE 14TH ST  
MEDINA, WA 98039

Michael & Debra Ricci  
1827 EVERGREEN POINT RD  
MEDINA, WA 98039

Yawei & Rui Gong Zhang  
2033 78TH AVE NE  
MEDINA, WA 98039

Gryphon Development LLC  
7836 NE 14TH ST  
MEDINA, WA 98039

PIA LLC  
1845 EVERGREEN POINT RD  
MEDINA, WA 98039

Mtakshi & Mari Numoto  
2038 78TH AVE NE  
MEDINA, WA 98039

Tianmu Wang  
7804 NE 14TH ST  
MEDINA, WA 98039

Stacy Prineas  
1859 EVERGREEN POINT RD  
MEDINA, WA 98039

James & Kristin McMann  
2038 79TH AVE NE  
MEDINA, WA 98039

Jenny Wetzel  
7664 NE 14TH ST  
MEDINA, WA 98039

Thampipillai Thilakarajah  
2005 EVERGREEN POINT RD  
MEDINA, WA 98039

Xiaolin Yuan & Mingyuan LI  
2039 77TH AVE NE  
MEDINA, WA 98039

William Jr & Ruth Burnett  
7845 NE 14TH ST  
MEDINA, WA 98039

Craig & Donna Hintze  
7915 NE 22ND ST  
MEDINA, WA 98039

Ok Hui Han  
2039 78TH AVE NE  
MEDINA, WA 98039

Jonathan & Fiona Macle Fancey  
7835 NE 14TH ST  
MEDINA, WA 98039

Aleksandr Rebrikov  
2060 79TH AVE NE  
MEDINA, WA 98039



## EXHIBIT 21

Torben & Amy Severson  
2039 79TH AVE NE  
MEDINA, WA 98039

Akop & Meline Guyumdzhyan  
2235 79TH AVE NE  
MEDINA, WA 98039

Suk & Michelle Hur  
2055 79TH AVE NE  
MEDINA, WA 98039

David & Laura Bustamante  
7632 NE 14TH ST  
MEDINA, WA 98039

Thomas & Michelle Bartell  
2245 79TH AVE NE  
MEDINA, WA 98039

Terry & Lisa Davenport  
7916 NE 22ND ST  
MEDINA, WA 98039

Shahrokh & Mojdeh Naieni  
7651 NE 16TH ST  
MEDINA, WA 98039

Ardeshir & Bitia Almassi  
2255 79TH AVE NE  
MEDINA, WA 98039

DEKATE REVOCABLE LIVING TRUST  
7900 NE 22ND ST  
MEDINA, WA 98039

BREYER-GANN FAMILY TRUST  
7660 NE 14TH ST  
MEDINA, WA 98039

Donovan & Michelle Douvia  
2226 79TH AVE NE  
MEDINA, WA 98039

Jennie Sun  
2203 79TH AVE NE  
MEDINA, WA 98039

Henry Liu & Lindsay Chuang  
7668 NE 14TH ST  
MEDINA, WA 98039

Scott & Margaret Vergien  
2222 79TH AVE NE  
MEDINA, WA 98039

CHEN DAN+ZHIYAN DU  
2209 79TH AVE NE  
MEDINA, WA 98039

Inkeun Lee  
7777 NE 16TH ST  
MEDINA, WA 98039

Gayteway Properties LLC  
7841 NE 21ST ST  
MEDINA, WA 98039

Carl & Alysse Spengler  
2215 79TH AVE NE  
MEDINA, WA 98039

Peter Berger & Jessica Rossman  
7814 NE 14TH ST  
MEDINA, WA 98039

Colleran Revocable Trust  
7842 NE 21ST ST  
MEDINA, WA 98039

Steven Man  
2221 79TH AVE NE  
MEDINA, WA 98039

Howe Revocable Living Trust  
7822 NE 14TH ST  
MEDINA, WA 98039

Emmett & Amanda Doerr  
7842 NE 14TH ST  
MEDINA, WA 98039

Millard Sweatt III & Lisa Sweatt  
2233 79TH AVE NE  
MEDINA, WA 98039

Shu Cai & Hu Yang  
7838 NE 14TH ST  
MEDINA, WA 98039

EXHIBIT 22  
**CITY OF MEDINA**  
**DECLARATION OF POSTING**

Michael Holly does declare as follows:

That s/he is an employee of the city of Medina and that on the:

15th day of April 20 25

s/he caused a true and correct legible copy of the following described documents to be posted at each of the following indicated locations:

DN Medina City Hall, 501 Evergreen Point Road, Medina

DN City Website

YMA Medina Post Office, 816 Evergreen Point Road, Medina

YMA Public notice boards at Medina Park Northeast 12<sup>th</sup> Street parking lot.

YMA At one location within 300 feet of the property in question described by its street address as follows:  
8000 NE 16<sup>th</sup> ST

Description of document:

NOH- P-24-079 Non-Administrative Variance

A copy of the posted item is attached hereto.

Signed under the penalties of perjury of the laws of the state of Washington at Medina, Washington this:

15<sup>th</sup> day of April 20 25

Michael Holly  
Signature of posting employee



## CITY OF MEDINA

### NOTICE OF HYBRID VIRTUAL HEARING

**NOTICE IS HEREBY GIVEN** that the Medina Hearing Examiner will conduct a hybrid public hearing (in person with virtual option via Zoom) in Council Chambers at Medina City Hall on Thursday, May 15, 2025, at 10:00 am or called as soon thereafter. City Hall is located at 501 Evergreen Point Rd, Medina, WA 98039. The purpose of this hearing is to consider testimony for and against the following:

**Proposal:** Request for a Non-administrative of 25 feet to the 25-foot height limit of a structure in the R-20 Zoning District, per Table 16.23.050(A), Maximum Height Standards. The Applicant proposes to construct a 50-foot-high structure (fence with a net) around the west, north, and east sides of the Overlake Golf & Country Club Driving Range, for the purpose of increasing safety and to reduce the risk of errant balls hitting golfers and other guests of the club.

**File No:** P-24-079 Non-administrative Variance

**Applicant:** Terrence Danysh and Charlie Beckett (Agents)

**Site Address:** 8000 NE 16<sup>th</sup> St., Medina, WA 98039, Parcel # 252504-9003

**YOU ARE INVITED** to attend the public hearing and make oral and written comments. The Hearing Examiner has the discretion to limit testimony to relevant, non-repetitive comments and to set time limits. If you are unable to attend, written comments, photographs, or other exhibits on the application may be submitted to the staff contact or address below before the hearing date. The Hearing Examiner gives equal weight to testimony submitted in person at a hearing, orally via virtual attendance, and written comments that are submitted. You are eligible to request a copy of the decision post-hearing.

For information on how to participate in the public hearing, please see the City's website for the hearing agenda, which will be posted by Thursday, May 8, 2025, at 4:00 PM. Please either attend in person or log in, or phone in at the beginning of the hearing to participate. If you need special accommodation, please contact the staff member below.

**APPEAL RIGHTS:** Any person can comment on the application, receive notice of and participate in any hearings and request a copy of the decision once made. Pursuant to MMC 16.80.220(B), a Type 3 Non-Administrative Variance decision may be appealed to the King County Superior Court.

**QUESTIONS:** Requests for information and/or written comments may be directed to the staff contact, below, or Medina City Hall, Attn: Development Services, 501 Evergreen Point Rd, Medina, WA 98039.

**STAFF CONTACT:** Jonathan Kesler, City of Medina Planning Manager, at (425) 233-6416 or [jkesler@medina-wa.gov](mailto:jkesler@medina-wa.gov)

Jonathan Kesler, AICP, Planning Manager



LINK  
OVERLAKE GOLF AND COUNTRY CLUB  
DRIVING RANGE  
SITE PLAN

3/17/25

Notice Issued

WARNING!

Posted notice is not to be removed, mutilated or concealed in any way.



CITY OF MEDINA  
DECLARATION OF MAILING

Dawn Nations does declare as follows:

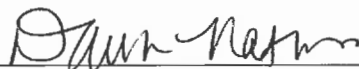
That s/he is Deputy City Clerk of the city of Medina and that on  
the 15th day of April 20 25  
s/he caused a true and correct legible copy of the following described documents  
to be mailed to all residences which are within 300 feet of the property in  
question described by its street address as:

8000 NE 16<sup>th</sup> ST, Medina  
\_\_\_\_\_  
\_\_\_\_\_

Description of document:  
NOH P-24-079 Non- Administrative Variance  
\_\_\_\_\_  
\_\_\_\_\_

Signed under the penalties of perjury of the laws of the state of Washington at  
Medina, Washington this:

15th day of April 20 25

  
\_\_\_\_\_  
Signature of posting employee



## CITY OF MEDINA

### NOTICE OF HYBRID PUBLIC HEARING

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Jonathan Kesler, AICP, Planning Manager

4/15/25

Notice Issued

# Site Plan

C:\link\c

**LINK**  
LAND DEVELOPMENT, LLC  
11111 111th Ave NE  
Suite 100, Redmond, WA 98073  
Phone: (206) 881-1111  
Fax: (206) 881-1112  
www.linkdevelopment.com

## OVERLAKE GOLF AND COUNTRY CLUB DRIVING RANGE

EXHIBIT 23

SP01\_SITE PLAN



### GENERAL NOTES:

1: ALL PROPERTY DIMENSIONS ARE MEASURED FROM CAD DRAWINGS PREPARED BY D.JR.STRONG.

### LEGEND:

- PROPERTY LINE
- NEW NET AND POLE
- OLD NET AND POLE TO BE REMOVED
- 300' OFFSET LINE



## EXHIBIT 23

Mark Wagner & Dortehea Eberz-  
Wagner  
1415 80TH AVE NE  
MEDINA, WA 98039

KIM DONG IL+JU HEE LEE  
2242 79TH AVE NE  
MEDINA, WA 98039

Dern-Palmer Keiko  
1600 77TH AVE NE  
MEDINA, WA 98039

Xiaoyun & Jun Yan Wang  
1425 80TH AVE NE  
MEDINA, WA 98039

Marc & Judith Sidell  
2238 79TH AVE NE  
MEDINA, WA 98039

1601 77TH LLC  
1601 77TH AVE NE  
MEDINA, WA 98039

Chunguo & Weiqing Wang  
1427 80TH AVE NE  
MEDINA, WA 98039

Joseph Brazen & Randi Brooks Brazen  
7915 NE 24TH ST  
MEDINA, WA 98039

Kang & Xiangjun Wang  
1632 77TH AVE NE  
MEDINA, WA 98039

Collin Carpenter  
1432 EVERGREEN POINT RD  
MEDINA, WA 98039

John & Christine Price  
2256 79TH AVE NE  
MEDINA, WA 98039

Franklin & Sharon Fite  
1634 77TH AVE NE  
MEDINA, WA 98039

MYDIAN INVESTMENTS LLC  
1525 79TH PL NE  
MEDINA, WA 98039

Liu Hao & Ying Xiong  
1444 EVERGREEN POINT RD  
MEDINA, WA 98039

John & Jane Campbell  
1635 77TH AVE NE  
MEDINA, WA 98039

Raymond & Janie Lee  
1526 79TH PL NE  
MEDINA, WA 98039

Lin Living Trust  
1438 EVERGREEN POINT RD  
MEDINA, WA 98039

Clinton Mead  
1636 77TH AVE NE  
MEDINA, WA 98039

Timothy Parker & Marsha Todd  
Parker  
1535 79TH PL NE  
MEDINA, WA 98039

Anthony W & Gilda C Joyce  
1280 80TH PL NE  
MEDINA, WA 98039

Sarah MacLeod  
1637 77TH AVE NE  
MEDINA, WA 98039

David & Caroline Williams  
1536 79TH PL NE  
MEDINA, WA 98039

Olga Ivanova  
7677 NE 14TH ST  
MEDINA, WA 98039

Michael Willingham  
1660 77TH AVE NE  
MEDINA, WA 98039

James & Marsha Seeley  
1545 77TH PL NE  
MEDINA, WA 98039

Oo Aung Maw  
2045 78TH AVE NE  
MEDINA, WA 98039

Robert Murray  
1661 77TH AVE NE  
MEDINA, WA 98039

Nancy Vieser  
1546 79TH PL NE  
MEDINA, WA 98039

Elizabeth Bastiaanse Hamren  
2042 77TH AVE NE  
MEDINA, WA 98039

Ben Magano & Bracha Toshav  
1686 77TH AVE NE  
MEDINA, WA 98039

## EXHIBIT 23

Carole Conger  
1555 77TH AVE NE  
MEDINA, WA 98039

Adrian Diaconu  
1849 77TH AVE NE  
MEDINA, WA 98039

Roger & Cathleen Barbee  
1687 77TH AVE NE  
MEDINA, WA 98039

Helen Yia-Chi Hsu & Guo Shieh  
1556 77TH PL NE  
MEDINA, WA 98039

Jeffrey & Sonja Richey  
1864 77TH AVE NE  
MEDINA, WA 98039

Ben Magano & Ephrat Bracha  
1800 77TH AVE NE  
MEDINA, WA 98039

Hongbin Wei & Quiyan Yang  
1556 79TH PL NE  
MEDINA, WA 98039

Robin & Christina Easton  
1885 77TH AVE NE  
MEDINA, WA 98039

Barbara Sharpe Trust  
1801 77TH AVE NE  
MEDINA, WA 98039

1564 MEDINA LLC  
1564 77TH PL NE  
MEDINA, WA 98039

John & Kathleen Thayer  
1898 77TH AVE NE  
MEDINA, WA 98039

Xuezhong Wang & Xuejun Feng  
1818 77TH AVE NE  
MEDINA, WA 98039

Pental Ravinder  
2019 79TH AVE NE  
MEDINA, WA 98039

Hassan Chihab  
1899 77TH AVE NE  
MEDINA, WA 98039

Victor & Mary Odermat  
1825 77TH AVE NE  
MEDINA, WA 98039

Stuht Revocable Trust  
7750 NE 16TH ST  
MEDINA, WA 98039

LLN MEDINA LLC  
2000 79TH AVE NE  
MEDINA, WA 98039

Michael & Janice Peters  
1848 77TH AVE NE  
MEDINA, WA 98039

Gary & Joanna Goodman  
2020 79TH AVE NE  
MEDINA, WA 98039

Donald & Beverly Jefferson  
2001 77TH AVE NE  
MEDINA, WA 98039

Hooman & Marian Rahnem Hajian  
7829 NE 14TH ST  
MEDINA, WA 98039

2020 EVERGREEN POINT LLC  
2020 EVERGREEN POINT RD  
MEDINA, WA 98039

Sepehr Egrari & Rita Azizi  
2010 79TH AVE NE  
MEDINA, WA 98039

Troy & Ewelina Hickey  
7823 NE 14TH ST  
MEDINA, WA 98039

Yawei & Rui Gong Zhang  
2021 78TH AVE NE  
MEDINA, WA 98039

Christian & Chasma Gerron  
2012 77TH AVE NE  
MEDINA, WA 98039

Swaminathan Sivasubramanian  
7619 NE 16TH ST  
MEDINA, WA 98039

Yu Jiang & Hui Huang  
2022 77TH AVE NE  
MEDINA, WA 98039

John & Diane Sabey  
2015 78TH AVE NE  
MEDINA, WA 98039

M. Meaghan Deck & Erin Fleck  
1625 EVERGREEN POINT RD  
MEDINA, WA 98039

## EXHIBIT 23

Donald & Beverly Jefferson  
2025 77TH AVE NE  
MEDINA, WA 98039

Steven & Fredda Goldfarb  
7851 NE 21ST ST  
MEDINA, WA 98039

Michael & Connie Blaylock  
1633 EVERGREEN POINT RD  
MEDINA, WA 98039

Dalong Jiang & Tingtin Feng  
2027 77TH AVE NE  
MEDINA, WA 98039

Carla Clise  
7861 NE 21ST ST  
MEDINA, WA 98039

PERFECT WEALTH INVESTMENT L  
1641 EVERGREEN POINT RD  
MEDINA, WA 98039

Bret & Elizabeth Blasingame  
2030 77TH AVE NE  
MEDINA, WA 98039

Ty & Jamie Schultz  
7871 NE 21ST ST  
MEDINA, WA 98039

Stephen & Judith Fisher  
1791 EVERGREEN POINT RD  
MEDINA, WA 98039

Huazia Zhao & Han Feixue  
2032 EVERGREEN POINT RD  
MEDINA, WA 98039

Zargahi Kamran Rajabi  
7858 NE 14TH ST  
MEDINA, WA 98039

WATERMARK ESTATE MGMNT LLC  
1819 EVERGREEN POINT RD  
MEDINA, WA 98039

Abhishek & Neha Dalmia  
2033 77TH AVE NE  
MEDINA, WA 98039

Lawrence & Stasia Steele  
7852 NE 14TH ST  
MEDINA, WA 98039

Michael & Debra Ricci  
1827 EVERGREEN POINT RD  
MEDINA, WA 98039

Yawei & Rui Gong Zhang  
2033 78TH AVE NE  
MEDINA, WA 98039

Gryphon Development LLC  
7836 NE 14TH ST  
MEDINA, WA 98039

PIA LLC  
1845 EVERGREEN POINT RD  
MEDINA, WA 98039

Mtakshi & Mari Numoto  
2038 78TH AVE NE  
MEDINA, WA 98039

Tianmu Wang  
7804 NE 14TH ST  
MEDINA, WA 98039

Stacy Prineas  
1859 EVERGREEN POINT RD  
MEDINA, WA 98039

James & Kristin McMann  
2038 79TH AVE NE  
MEDINA, WA 98039

Jenny Wetzel  
7664 NE 14TH ST  
MEDINA, WA 98039

Thampipillai Thilakarajah  
2005 EVERGREEN POINT RD  
MEDINA, WA 98039

Xiaolin Yuan & Mingyuan Li  
2039 77TH AVE NE  
MEDINA, WA 98039

William Jr & Ruth Burnett  
7845 NE 14TH ST  
MEDINA, WA 98039

Craig & Donna Hintze  
7915 NE 22ND ST  
MEDINA, WA 98039

Ok Hui Han  
2039 78TH AVE NE  
MEDINA, WA 98039

Jonathan & Fiona Macle Fancey  
7835 NE 14TH ST  
MEDINA, WA 98039

Aleksandr Rebrikov  
2060 79TH AVE NE  
MEDINA, WA 98039



## EXHIBIT 23

Torben & Amy Severson  
2039 79TH AVE NE  
MEDINA, WA 98039

Akop & Meline Guyumdzhyan  
2235 79TH AVE NE  
MEDINA, WA 98039

Suk & Michelle Hur  
2055 79TH AVE NE  
MEDINA, WA 98039

David & Laura Bustamante  
7632 NE 14TH ST  
MEDINA, WA 98039

Thomas & Michelle Bartell  
2245 79TH AVE NE  
MEDINA, WA 98039

Terry & Lisa Davenport  
7916 NE 22ND ST  
MEDINA, WA 98039

Shahrokh & Mojdeh Naieni  
7651 NE 16TH ST  
MEDINA, WA 98039

Ardeshir & Bitia Almassi  
2255 79TH AVE NE  
MEDINA, WA 98039

DEKATE REVOCABLE LIVING TRUST  
7900 NE 22ND ST  
MEDINA, WA 98039

BREYER-GANN FAMILY TRUST  
7660 NE 14TH ST  
MEDINA, WA 98039

Donovan & Michelle Douvia  
2226 79TH AVE NE  
MEDINA, WA 98039

Jennie Sun  
2203 79TH AVE NE  
MEDINA, WA 98039

Henry Liu & Lindsay Chuang  
7668 NE 14TH ST  
MEDINA, WA 98039

Scott & Margaret Vergien  
2222 79TH AVE NE  
MEDINA, WA 98039

CHEN DAN+ZHIYAN DU  
2209 79TH AVE NE  
MEDINA, WA 98039

Inkeun Lee  
7777 NE 16TH ST  
MEDINA, WA 98039

Gayteaway Properties LLC  
7841 NE 21ST ST  
MEDINA, WA 98039

Carl & Alysse Spengler  
2215 79TH AVE NE  
MEDINA, WA 98039

Peter Berger & Jessica Rossman  
7814 NE 14TH ST  
MEDINA, WA 98039

Colleran Revocable Trust  
7842 NE 21ST ST  
MEDINA, WA 98039

Steven Man  
2221 79TH AVE NE  
MEDINA, WA 98039

Howe Revocable Living Trust  
7822 NE 14TH ST  
MEDINA, WA 98039

Emmett & Amanda Doerr  
7842 NE 14TH ST  
MEDINA, WA 98039

Millard Sweatt III & Lisa Sweatt  
2233 79TH AVE NE  
MEDINA, WA 98039

Shu Cai & Hu Yang  
7838 NE 14TH ST  
MEDINA, WA 98039

# STAFF PRESENTATION

**Overlake Golf and Country  
Club**

**Non-Administrative Variance,  
Permit # P-24-079**

By Steve Wilcox, Development  
Services Director



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# PROPERTY DETAILS

## Zoning:

- R-20 (Residential)
- Comp Plan designation “Residential”
- Special Use Permit for operations as a golf course

## Critical areas:

- An NWI wetland is located on the property next to driving range. Other delineated wetlands are located elsewhere on the property.

**Property Size:** 140 Acres

## Current developed State:

- 18-hole golf course, including sport courts, swimming pool, club house, driving range, a parking lot, pro-shop, multiple natural features, and both potential and delineated wetlands

## Surrounding Zoning:

Direction	Zoning	Present Use
North	R-16	Residential
South	R-16	Residential
East	City of Clyde Hill	Residential
West	R-20	Residential

## Access:

Ingress/egress is from NE 16<sup>th</sup> St. off of Evergreen Point Road





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# APPLICANT'S PROPOSED VARIANCE

Applicant seeks to obtain relief from the 25-foot height limit for the underlying R-20 zone for the purpose of building a new 50-foot fence surrounding the current driving range.

Fence height proposed: 50 feet

Current driving range fence height: 12 feet

Current Code Height limitation: 25 feet per MMC 16.23.050.

Current total area of driving range fence: ~8,000 square feet in surface area

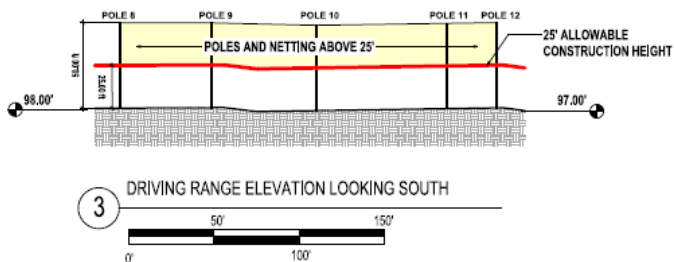
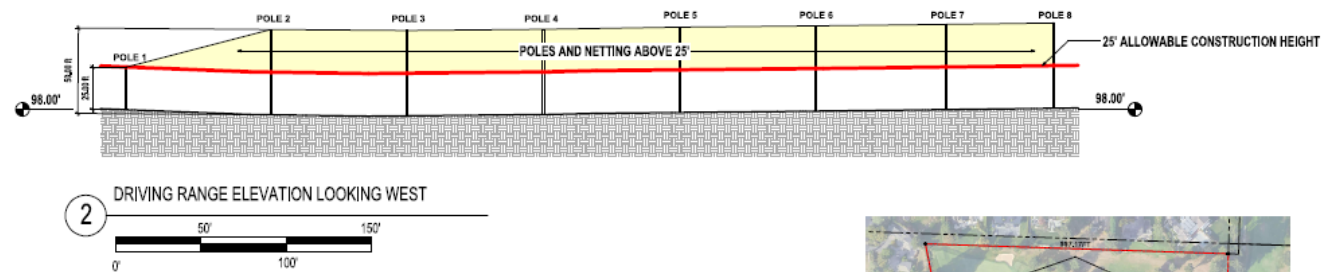
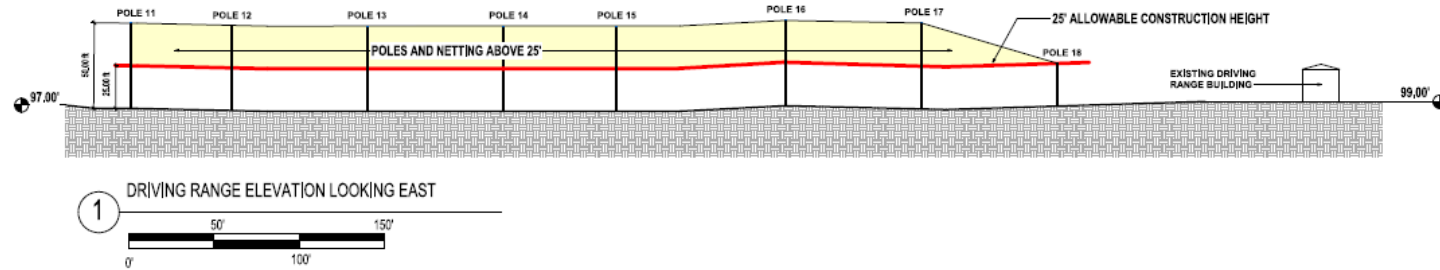
Length of proposed fence: ~1,500 linear feet long

If granted, proposed total fence surface area fence: ~75,000 square feet in surface area

If granted, proposed total fence surface area fence above 25' height limit: ~37,500 square feet in surface area



# IMAGES OF PROPOSAL (PAGE 34 OF PACKET/EXHIBIT 5)



KEY PLAN

# IMAGES OF PROPOSAL

## SITE PLAN (PAGE 270 OF PACKET/EXHIBIT 21)





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# IMAGE OF FENCE TYPE FROM OGCC (EXHIBIT 16; PAGE 189)



# RENDERED IMAGE OF FENCE FROM OGCC (EXHIBIT 17; PAGE 192)

EXHIBIT 17  
Current and After View from Hole #1 Fairway

Current View



Current View

After View with Planting of New Trees, 5'-20' Tall



Rendered view of project  
as proposed





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# RENDERED IMAGE OF FENCE FROM OGCC (EXHIBIT 17; PAGE 194)

EXHIBIT 17  
Current and After View from Hole #2 Tee Box

Current View



Current View

After View with Planting of New Trees, 5'-20' Tall



Rendered view of project  
as proposed





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# PROCEDURES TO DATE

## Key Dates:



Application received: November 27, 2024



Determination of Completeness: December 23, 2024



Notice of Application: January 2, 2025



Notice of Hearing: April 15, 2025



Staff Report Issued: April 30, 2025

## Materials in the Record:

Exhibit 1 – Staff Report

Exhibit 2 - Application Materials

Exhibit 3 – Determination of Completeness

Exhibit 4 - Notice of Application with Site Plan

Exhibit 5 – Building Plans

Exhibit 6 – Mailing Labels

Exhibit 7 – Mailer Vicinity Map

Exhibit 8 – Owner's declaration of agency



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# MATERIALS IN THE RECORD (CONTINUED)

Exhibit 9 – Option to purchase agreement

Exhibit 10 – General Tree Evaluation

Exhibit 11 – Landscape Planting Guidance

Exhibit 12 – Driving Range Height Analysis

Exhibit 13 - Addendum to Net Height Analysis

Exhibit 14 – Area Club Range Net  
Questionnaire

Exhibit 15 – Rendering of Views

Exhibit 16 – Dyneema Golf Barrier Net Info

Exhibit 17 – Message from Overlake GCC  
General Manager

Exhibit 18(a) – (u) – 22 comments from  
residents (some contain multiple comments)

**Note: all comments are in opposition**

Exhibit 19 – Notice of Hearing

Exhibit 20 – Declaration of Posting (NOA)

Exhibit 21 – Declaration of Mailing (NOA)

Exhibit 22 - Declaration of Posting (NOH)

Exhibit 23 - Declaration of Mailing (NOH)



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# NON-ADMINISTRATIVE VARIANCE STANDARDS – MMC 16.72.030 – KEY PROVISIONS

D. *Applicability.* Circumstances where relief from a dimensional standard is sought subject to the limitation set forth in subsection (E) of this section.

→ Since this is a request for a dimensional variance, subsection “E” applies.

E. *Limitations.*

1. Non administrative variances may be granted where the application of a dimensional standard would result in an **unusual or unreasonable hardship due to the physical characteristics of the site**, such as a **substandard or irregularly shaped lot, topography that significantly constrains development**, or the **presence of critical areas and/or buffers on the property which significantly constrain development**; . . .

→ For a dimensional variance, this requires consideration of whether the physical characteristics of the site **(1)** significantly constrain the development; and **(2)** whether such constraint is an unreasonable hardship.





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# NON-ADMINISTRATIVE VARIANCE STANDARDS – MMC 16.72.030 – KEY PROVISIONS

The criteria for approval are set forth in subsection “F” of MMC 16.72.030.

F. *Criteria for approval.* Unless another section of the MMC provides additional or separate criteria, a variance shall not be granted unless all the following criteria are met:



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# NON-ADMINISTRATIVE VARIANCE STANDARDS – MMC 16.72.030

## Criteria for Approval (MMC 16.72.030.F):

1. The variance does not constitute a granting of special privilege inconsistent with the limitations upon uses of other properties in the zone in which the subject property is located
2. The variance is necessary to make reasonable use of the property and such necessity is because of special circumstances relating to the size, shape, topography, or other factors on the lot such as the presence of critical areas or buffers that substantially constrain development of the subject property such that the property owner cannot develop the property consistent with allowed uses in the zone in which the subject property is located
3. The variance is necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant.
  - Note: *Hardship defined*. It shall not be deemed a hardship if the applicant can develop the property for its allowed use under the zone without the granting of a variance.
4. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated.



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# NON-ADMINISTRATIVE VARIANCE – MMC 16.72.030

## Criteria for Approval (MMC 16.72.030.F) (continued):

5. Alternative development concepts in compliance with the existing code have been evaluated and undue hardship would result if such adherence to code provisions is required.
  6. The variance is consistent with the purpose and intent of the relevant city ordinance and comprehensive plan.
  7. The basis for the variance request is not the result of deliberate actions of the application or property owner.
  8. The variance granted is the minimum necessary to provide reasonable use of the property.
- All 8 criteria must be met for the Non-Administrative Variance to be granted**
- And since this is a dimensional variance, the criteria in Subsection “E” must also be met.**





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# OTHER CODES APPLICABLE TO PROPERTY

**MMC 16.12.080** defines a golf course as “Golf course means an area with at least nine holes for playing golf, including improved tees, greens, fairways, hazards, and a driving range. Facility may include a clubhouse with related pro-shop, restaurant/food, and alcohol service.”

**MMC 16.21.030:** Golf courses are deemed a “Special Use” in the R-20 zone.

**MMC 16.32.070** sets forth the development criteria for golf courses, providing “**Underlying zoning and development standards shall apply**, except setback requirements may be waived by the city for property lines located interior to the outer boundaries of the golf course.”

**MMC 16.32.070.E** lists uses that are typically accessory uses of a golf course. While driving ranges are not included in the list of accessory uses, there is a catch all for “other uses typically associated with a golf course use.” (MMC 16.32.070.E.5.)

**MMC 16.23.050** provides the maximum height limits for buildings and structures. **For the R-20 zone, the height limit is 25 feet from the low point of original grade** or 28 feet from the low point of finished grade. Height is measured using the methods set forth in MMC 16.23.060.

**MMC 16.30.010.B.3** provides that fences that are not located within setback areas may be constructed to the height limitations of other buildings and structures in the zoning district where the fence is located.



---

# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(1)** “The variance does **not** constitute a granting of special privilege inconsistent with the limitations upon uses of other properties in the zone in which the subject property is located”

## *Staff Report Analysis:*

Allowing a 50-foot structural height limit would be a special privilege not enjoyed by other properties in the R-20 zone. No property within the city limits of the City of Medina has a structure of this height. This structure would be visible by neighboring property and visible from properties at higher elevations for many miles. It is extremely out of scale with all other structures in the City of Medina.

In addition, having a fence height that meets the code limitations would not result in the property being unable to be used as a golf course. The golf course has been in operation for decades without a 50’ tall fence around the driving range. The existing fence is only 12 feet tall and can be increased to 25 feet under the existing code. If the variance is denied, the property can continue to operate as a golf course, including operating a driving range. **Therefore, this criterion has not been met.**



---

# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(2)** - “The variance is necessary to make reasonable use of the property and such necessity is because of special circumstances relating to the size, shape, topography, or other factors on the lot such as the presence of critical areas or buffers that substantially constrain development of the subject property such that the property owner cannot develop the property consistent with allowed uses in the zone in which the subject property is located”

## *Staff Report Analysis:*

There are no special circumstances related to the size, shape, topography or other factors on the property, such as critical areas or buffers, that substantially constrain development of the property or make it undevelopable. The property is 140 acres in size and has been developed and in use for decades as a golf course. Therefore, OGCC currently *has* reasonable use of property under a special use permit. If OGCC would like to modify the driving range for increased safety, the range can be relocated to a different location within these 140 acres. Other options for increasing safety that have been shared by the public in the public comments include restricting use of woods/drivers on the range, requiring low flight balls, installing a golf simulator, or utilizing any number of other strategies to limit balls from escaping the driving range. Furthermore, the property will continue to operate as a golf course even if the driving range is relocated or removed, and therefore reasonable use will exist without the need for a variance. Furthermore, the property is zoned R-20 which allows residential use. The property can be developed with housing under the R-20 zone without the need for the variance. **Therefore, the applicant has reasonable use of the property, and this criterion has not been met.**

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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(3)** – “The variance is necessary to relieve a material hardship that cannot be relieved by any other means such that the material hardship must relate to the land itself and not to problems personal to the applicant”

**MMC 16.72.030(G): “*Hardship defined.*** For purposes of this section, it shall not be deemed a hardship if the applicant can develop the property for its allowed use under the zone without the granting of a variance. In addition, if the variance is for a residential building and the lot coverage allowed without the variance is equal to 75 percent or more of the maximum structural lot coverage set forth in MMC [16.23.020](#), it shall not be considered a hardship.”

## *Staff Report Analysis:*

Under the definition of “hardship”, if an applicant can develop the property for its allowed use without the variance, there is no hardship. Here, the applicant has developed the property as a special use as a golf course. The fact that the property is currently in use as a golf course means that there is not a hardship which requires the requested variance. In addition, because the property can be developed for residential under the existing zone, there is also not a hardship. Finally, any hardship must relate to the land itself and not problems personal to the applicant. Here, the applicant chose the location of the driving range. The driving range can be moved elsewhere on the 140-acre property if the location creates an issue. Thus, the issue claimed by the applicant is not a problem relating to the land but to the choices made by the applicant. **Therefore, there is no material hardship, and this criterion has not been met.**

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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

Because this is for a dimensional variance, MMC 16.72.030(E)(1) applies. See also MMC 16.72.030(D).

### *E. Limitations.*

1. Non administrative variances may be granted where the application of a dimensional standard would result in an **unusual or unreasonable hardship** due to the physical characteristics of the site, such as a substandard or irregularly shaped lot, topography **that significantly constrains development**, or the presence of critical areas and/or buffers on the property **which significantly constrain development**; . . .

### *Staff Report Analysis:*

Like the hardship requirement under MMC 16.73.030(F)(3) which requires the hardship to relate to the physical characteristics of the land, MMC 16.73.030(E)(1) provides that in order to obtain a dimensional variance, the characteristics of property itself needs to constrain the development **and** that constraint must create an unreasonable hardship. Here, the land is 140-acres in size and has large areas that are relatively flat or gentle slopes. There is nothing in the record to support the finding that the physical traits of the land create any constraint on development. If there is no constraint on development created by the land, then the hardship issue is not even reached. **But in any case, OGCC has reasonable use of the land, and therefore, this standard for obtaining a dimensional variance has not been met.**



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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(4)** - “The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated”

## *Staff Report Analysis:*

Granting a variance to install poles twice the maximum permitted height (50 feet instead of 25 feet) and approximately 75,000 square feet of surface area (37,500 square feet of which would be above the height limit and 57,000 square feet of which would be new fence surface area) would be materially detrimental to surrounding property owners by significantly impacting their views and the residential feel of the City. This structure would be far and above the tallest structure in Medina and thus has an impact on the public at large, particularly given how it will be visible from far away, even outside the City limits. Thus, the granting of this variance would be materially detrimental to the public welfare, be injurious to the property in the vicinity, as well be a deviation from the City’s Comprehensive Plan. The record includes substantial information from the public as to the impact this variance would have on the neighboring owners in terms of degrading their views, removal of trees that screen the driving range from neighboring property, and intensifying the golf course use in a way that negatively impacts these properties and the public. (*Continued on next slide.*)





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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria (continued):*

**MMC 16.72.030(F)(4)** - “The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated”

## *Staff Report Analysis (continued):*

It is also contrary to the Comprehensive Plan which provides, “Overlake's golf course is an attractive, open green space located in a shallow valley, which runs through the center of the City. The golf course serves as a visual amenity for surrounding homes, passers-by who view it from city streets, and residents of Clyde Hill.” The view impacts of such a tall and large structure would not be a “visual amenity” in Medina and the structure may be seen from as far away as downtown Bellevue and Clyde Hill. It is wholly out of scale with the rest of the built environment in Medina which is limited to 25 feet above original grade.

The applicant’s Tree Evaluation and Preliminary Tree Preservation Recommendation (Exhibit 10) confirms the negative impact on the nearby residents: “Removing and pruning trees will... disrupt aesthetic characteristics held in high regard by golf course members and residents in the surrounding neighborhood. **Therefore, in addition to being detrimental to nearby properties, this variance would also be detrimental to the general public.**” This criterion has not been met.



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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(5)** – “Alternative development concepts in compliance with the existing code have been evaluated and undue hardship would result if such adherence to code provision is required”

## *Staff Report Analysis:*

Medina’s municipal code defines hardship in the negative, stating that a hardship does not exist if the applicant can develop the property for its allowed use under the zone. For this property, that means development as either as residential housing or as a golf course with a special use permit. Golf course development exists today. While the applicant asserts that they have consulted “with its experts to evaluate alternative development concept that would be in compliance with the existing code, including a lower net height and an alternative range layout”, such alternative concepts and plans were not submitted with this application. The applicant states that: “The applicant has also considered an alternative range layout, but is confined by its geography. Any alternative layout that would be sufficient to satisfy the safety concerns that presently exist would require a ‘radical redesign’ of the entirety of the course, and is not economically feasible for the Applicant at this time.”

*Continued on next slide*



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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria (continued):*

**MMC 16.72.030(F)(5)** – “Alternative development concepts in compliance with the existing code have been evaluated and undue hardship would result if such adherence to code provision is required”

## *Staff Report Analysis (continued):*

**As described, this does not meet the definition of “hardship.”**

While the cost of a re-design may not be “economically feasible” for the applicant “at this time”, denying the variance does not amount to a hardship as economic feasibility is not part of the definition of “hardship” since the property can still be developed and used without the variance and is, in fact, currently developed and used as a golf course. Therefore, this criterion has not been met.

In addition, other alternatives exist that would not require the range to be relocated, including, but not limited to: flight restricted balls beyond those addressed by the applicant’s report, use of golf simulators, designating the range as an “irons only” facility, or allowing the harder hitters to only use the range when the adjoining fairways are closed. **The applicant’s submittal does not include this type of alternatives analysis, but in any case, since the property is currently operating as a golf course and can continue to operate as a golf course even if the driving range were removed, there is no hardship demonstrated that meets the criteria in the code.**





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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(6)** – “The variance is consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan”

## *Staff Report Analysis:*

While the Medina Comprehensive Plan supports continuing the golf course use (LU-P5), this variance is inconsistent with several sections of the Medina Comprehensive Plan and its denial would not result in termination of use of the property for a golf course. The City’s 2024 Comp Plan provides: “Existing non-residential uses within a residential zone may be converted to residential use or may be redeveloped with a new non-residential use in a manner compatible with surrounding properties . . .” (LU-P6) This variance is not compatible with surrounding properties and therefore, is not consistent with LU-P6.

The variance would also be contrary to Community Design Element in the 2024 Comp Plan due to the removal of trees and vegetation which would reduce the aesthetic value and degrade the visual and noise protection that trees and landscaping provide between neighboring properties. Maintaining the trees and landscaping are also deemed important to “screen development projects from City streets and from neighboring properties.” (Community Design Chapter, page 46 of Comp Plan.)

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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria (continued):*

**MMC 16.72.030(F)(6)** – “The variance is consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan”

## *Staff Report Analysis (continued):*

The **Community Design element** also recognizes the importance of “historical view corridors” and the City’s “informal, natural appearance.” (Id.) All of these benefits would be damaged by this proposed structure if the variance is granted. This project is also not consistent with the following Comp Plan Goals and Policies **CD-G3, CD-P1, CD-P6, CD-P15, CD-P19, CD-P21, CD-P24, and CD-P27** as set forth below.

**CD-G3** The historic landscaping along the perimeter of the golf course is a distinctive part of Medina's character and should be retained and/or replaced in the future with an appropriate selection of trees. Equally as important with this perimeter area is maintaining view corridors into the golf course which contributes a sense of added open space in the heart of the community.

- **The proposed fence would remove significant landscaping and disrupt view corridors into the golf course which is inconsistent with this goal.**

*Continued on next slide*



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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria (continued):*

**MMC 16.72.030(F)(6)** – “The variance is consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan”

## *Staff Report Analysis (continued):*

**CD-P1** Preserve and enhance trees as a component of Medina’s distinctive sylvan character.

- The proposed fence would remove significant landscaping and disrupt Medina’s sylvan character which is inconsistent with this policy.

**CD-P6** Encourage infill and redevelopment in a manner that is compatible with the existing neighborhood scale.

- **This proposed fence and range redevelopment is significantly inconsistent with the policy requiring compatibility with “existing neighborhood scale”.**

**CD-P15** Utilize landscape buffers between different uses to provide natural transition, noise reduction, and delineation of space.

- **The proposed project would destroy the natural transition between the neighbors and the driving range, and it would remove the visual and noise screening which facilitates this transition and therefore is inconsistent with this policy.**

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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria (continued):*

**MMC 16.72.030(F)(6)** – “The variance is consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan”

## *Staff Report Analysis (continued):*

**CD-P19** Residents should consult with the City and with their neighbors on both removal and replacement of trees and tree groupings to help to protect views and to prevent potential problems (e.g., removal of an important tree or planting a living fence).

- **The proposed fence would remove significant landscaping, and the neighbors have objected to the impacts of the proposed variance. Thus, the variance is inconsistent with this policy.**

**CD-P21** Preserve vegetation with special consideration given to the protection of groups of trees and associated undergrowth, specimen trees, and evergreen trees.

- **The proposed fence would remove significant landscaping and mature trees, including 77 trees, 21 of which are significant trees making it inconsistent with this policy.**

**CD-P24** Minimize the removal of existing vegetation when improving streets or developing property unless hazardous or arborist recommended.

- **The proposed fence would remove significant landscaping and mature trees, including 77 trees, 21 of which are significant trees making it inconsistent with this policy. (Continued on next slide.)**



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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria (continued):*

**MMC 16.72.030(F)(6)** – “The variance is consistent with the purpose and intent of the relevant city ordinances and the comprehensive plan”

## *Staff Analysis (continued):*

As a result of all of the inconsistencies with the Medina Comprehensive Plan, the staff concludes that the application does not meet the criteria requiring consistency in MMC 16.72.030(F)(6).



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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(7)** – “The basis for the variance request is not the result of deliberate actions of the applicant or property owner”

## *Staff Report Analysis:*

The driving range is of the size and in the location that were choices made by the applicant. So, while the applicant did not create better golfing equipment that may make ball flight go longer than in the past, the applicant *did* make design decisions about the golf course as a whole, including the driving range location and design. The applicant has the option to change operational rules for the current driving range or to move the driving range to a different location on the 140 acres. The applicant could redesign the golf course in a manner consistent with the Medina Municipal Code but currently lacks the funding and/or desire to do so. The applicant also has other options to improve safety at the current location. These include restricting the type of equipment used on the range in response to the changing technology, installing a range simulator, changing operational rules, etc. In short, the applicant can make other choices in how to operate the golf course without this variance. **Therefore, the variance request is the result of decisions by the applicant/owner and this criterion is not met.**





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# EVALUATION OF CRITERIA TO APPLICATION

## *Criteria:*

**MMC 16.72.030(F)(8)** – “The variance granted is the minimum necessary to provide reasonable relief use of the property”

## *Staff Report Analysis:*

The applicant already has use of the property for a golf course, including having a driving range. Improving the driving range to remove many trees which screen this use from neighboring properties and installing a 50' tall structure that would install 37,500 square feet of netting above the height limit (spanning roughly 1,500 linear feet) is not necessary to provide reasonable use of the property. The property may continue to operate as a golf course even if the driving range is never improved and even if the driving range were removed. The applicant also could develop the property for residential uses under the R-20 zone. Therefore, applicant currently has reasonable use of the property and will continue to enjoy that use without this variance. **Thus, the variance is not required, and this criterion has not been met.**



**THIS  
APPLICATION  
DOES NOT  
MEET ANY OF  
THE CRITERIA  
IN MMC  
16.72.030(F)**

MMC 16.72.030(F) provides that “a variance shall **not** be granted unless all [of the code] criteria are met”



Here, none of the criteria have been met.



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# THIS APPLICATION DOES NOT MEET ANY OF THE CRITERIA IN MMC 16.72.030(E)-(F)

- **The variance would amount to a special privilege inconsistent with all other properties in the zone.**
  - No properties in Medina have a height limit of 50 feet and no zone allows it.
- **The variance is not necessary to make reasonable use of the property and there are no special circumstances relating to the size, shape, topography or other factors on the property.**
  - Applicant *has* reasonable use of the property today
  - Applicant can continue to operate as a golf course without the variance
  - The 140-acre property has other locations where the driving range could move if desired
- **This also does not meet the requirement in MMC 16.73.030(E)(1) which requires the site to have physical characteristics that both constrain the development and create a hardship in order to obtain a dimensional variance.**





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# THIS APPLICATION DOES NOT MEET ANY OF THE CRITERIA IN MMC 16.72.030(F)

- **The variance is not necessary to relieve any material hardship relating to the land itself that can't be relieved by other means.**
  - It shall not be deemed a hardship if the applicant can develop the property for its allowed use under the zone without the granting of a variance.
  - The property can continue to operate as a golf course or be developed for other uses allowed by the zoning.
  - The applicant made choices as to how to develop the golf course and has other options for modifying the operations of the driving range.
  - Even loss of the driving range altogether would not be a hardship because the golf course would still continue to operate as a golf course



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# THIS APPLICATION DOES NOT MEET ANY OF THE CRITERIA IN MMC 16.72.030(F)

- **If granted, the variance would be materially detrimental to the public welfare and injurious to the property or improvements in the vicinity and zone.**
  - The variance would create an extensive structure that would materially impact neighbors and views from as far away as Clyde Hill and Downtown Bellevue.
  - The variance would be significantly taller and larger than any other structure in Medina and be inconsistent with the sylvan quality of Medina which is inconsistent with the Comp Plan.
  - The variance negatively impact the neighboring owners in terms of degrading their views, removal of trees that screen the driving range from neighboring property, and intensifying the golf course use in a way that negatively impacts these properties and the public.
  - The variance would diminish the golf course as a visual amenity.
  - The variance would negatively impact nearby residents: “Removing and pruning trees will... disrupt aesthetic characteristics held in high regard by golf course members and residents in the surrounding neighborhood.”



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# THIS APPLICATION DOES NOT MEET ANY OF THE CRITERIA IN MMC 16.72.030(F)

- **The applicant has not appropriately evaluated alternative concepts for development in compliance with existing codes and no undue hardship will result if the variance is denied.**

## *Alternatives.*

- There are no alternatives analysis in the record from the applicant
- The applicant claims that they have considered an alternative layout but that would “require a radical redesign of the entirety of the course, and it not economically feasible for the Applicant at this time.”
- The applicant does not address other operational alternatives for use of the driving range

## *Hardship.*

- The cost of redesign is not within the definition of “hardship” as the property can still be developed and used without the variance and is, in fact, currently developed and used as a golf course.





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# THIS APPLICATION DOES NOT MEET ANY OF THE CRITERIA IN MMC 16.72.030(F)

- **The variance is not consistent with the purpose and intent of the City's code and comprehensive plan.**
  - Medina is a residential community with large lots, large swaths of open space and almost no commercial property.
  - Disruption of views, reduction of trees which create transition with neighboring properties, and exceeding the height limit by double the zone height with a significant structure that is more 75,000 square feet in size is severely out of step with the intentions and terms of the City code and Comp Plan. The public comments include comments (in their individual capacity) from two council members who adopted the comp plan. These further support the City's finding that this variance is contrary to the Medina Comp Plan.



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# THIS APPLICATION DOES NOT MEET ANY OF THE CRITERIA IN MMC 16.72.030(F)

- **The basis of the variance is based on deliberate design and development decisions of the owner.**
  - The applicant has a 140-acre property that they have developed over many decades. These include design decisions, including where to locate the driving range.
  - Variances cannot be granted when the request is based on actions of the applicant or owner. Here, all design and development decisions were made by the applicant and thus a variance is not appropriate.
- **The applicant has reasonable use of the property without the variance.**
  - The golf course has operated for more than 50 years, including with the driving range with a 12-foot fence. Even if the driving range were closed, the golf course would continue to operate.
  - Because the property is currently developed and in use, there can be no finding that the variance is needed for reasonable use. The applicant/owner *has* reasonable use (and more) today.



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# THIS APPLICATION DOES NOT MEET ANY OF THE CRITERIA IN MMC 16.72.030(F)

In order to grant the variance, the Hearing Examiner would need to find that:

1. That the property's physical characteristics constrain development (MMC 16.72.030(E)(1))
2. That the constraint caused by the property's physical characteristics create an undue hardship (MMC 16.72.030(E)(1))
3. That all 8 criteria in MMC 16.72.030(F) have been met

This application does not meet any of these standards and meets none of the 8 criteria in MMC 16.72.030(F) and therefore, **the City recommends that this Non-Administrative Variance be denied.**





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7 BEFORE THE CITY OF MEDINA HEARING EXAMINER

8 In the Matter of the Application of

Project No. P-24-079

9 Overlake Golf & Country Club, a  
10 Washington Nonprofit Corporation

11 For a Non-administrative variation  
12  
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14 **Overlake Golf & Country Club's Pre-Hearing**  
15 **Brief in Support of Variance Application**  
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Applicant Overlake Golf & Country Club (“OGCC” or “the Club”) respectfully submits this Pre-Hearing Brief in support of the above-referenced application:

**I. INTRODUCTION/SUMMARY**

On November 27, 2025, Overlake Golf & Country Club, a Washington Nonprofit Corporation filed an application with the City of Medina for a Non-Administrative Variance (the “Variance”) for the driving range located at 8000 NE 16<sup>th</sup> Street, Medina, WA 98039.

The Overlake Golf & Country Club has existed in its present form since 1952, when Norton Clapp, owner of the Northwest Building Corporation, decided to lease his 132-acre site to local community members who were golf enthusiasts. At the time of its creation, it included the present 18 hole golf course and driving range, as well as a converted barn and cottage which

1 served as the clubhouse, then known as “the Medina Clubhouse”. The City of Medina would not  
2 be founded until 1955, when local community members met in the Medina Clubhouse on July 26,  
3 1955 and voted in favor of incorporation.<sup>1</sup> Since the incorporation of the City of Medina, OGCC  
4 has continued to play an outsized role in the identity of the City, and is one of the first things that  
5 comes to mind when one thinks of Medina.

6 In 1981, Northwest Building Corporation transferred the land upon which OGCC sits to  
7 OGCC for one dollar (\$1) with the understanding that it would be used in virtual perpetuity as a  
8 private golf course and club (the “Clapp Agreement”).<sup>2</sup> Under the Clapp Agreement, the land  
9 remains defeasible to Northwest Building Corporation should it ever cease to be used as a private  
10 golf course, or should it ever at any time use less than 120 acres of the property for this use for a  
11 period of greater than 60 days.<sup>3</sup> An additional requirement of the Clapp Agreement constrains the  
12 development of the course by requiring that the 18 holes of the course contain a minimum total  
13 distance of at least 6,000 yards.<sup>4</sup> In 1988, the City of Medina passed its own ordinances regulating  
14 the development of OGCC, setting design standards for the golf course as part of MMC 16.32.070,  
15 regulating its size to be no less than 130 acres<sup>5</sup>, and prohibiting it from possessing less than 9  
16 complete holes and a driving range.<sup>6</sup> The City also passed a critical areas ordinance in 1988,  
17 establishing ponds and streams of OGCC’s course wetlands and critical areas, thereby limiting  
18 development on the eastern portion of OGCC’s property.<sup>7</sup> Under OGCC’s stewardship of the  
19 course, local and regional community members have become drawn to its carefully manicured  
20  
21

22 <sup>1</sup> “Local Info” <http://medina-wa.gov>

23 <sup>2</sup> City Staff Analysis and Recommendation aka Agenda, dated April 30, 2025, (“Agenda Ex.”),  
Exhibit 9.

24 <sup>3</sup> Agenda Ex. 9, pgs. 2-3.

25 <sup>4</sup> Agenda Ex. 9., pg. 4.

26 <sup>5</sup> MMC 16.32.070(A)(1).

27 <sup>6</sup> MMC 16.12.080 “Golf Course” means an area with at least nine holes for playing golf,  
including improved tees, greens, fairways, hazards, and a driving range. Facility may include  
a clubhouse with related pro-shop, restaurant/food, and alcohol service.

<sup>7</sup> MMC 16.50.010 et. seq.



greens and driving range, which has played a role in shaping Medina's image as a desirable place to live.

By 1990, OGCC was experiencing issues with the driving range. Patrons reported near misses from golf balls escaping from the driving range. In response to these issues, OGCC applied for and received a conditional use permit for the erection of a 50' nylon fence 1,515 linear feet in length around the driving range, under City of Medina Case No. 144.<sup>8</sup> In granting the conditional use permit, the City of Medina previously concluded that such a fence was compatible with the Comprehensive Plan "since it is not introducing a new use of this property" and a "driving range is a normal appurtenance to a golf course and some form of fencing is generally associated with a driving range."<sup>9</sup> It further concluded that the fence "should have no detrimental effects [on neighboring residences] since it is located at distances greater than 90 yards and constructed of materials that are visually unobtrusive" and is "designed to be nearly invisible when viewed at distances of 100 yards or more."<sup>10</sup>

Although the concept of the present range net was agreed to in 1991 by the City and OGCC, for whatever reason OGCC never followed through with the variance. Since the 1990s, golf technology has only caused the problem to worsen. OGCC has attempted to mitigate for these issues by using "limited-flight range balls."<sup>11</sup>

OGCC has a fiduciary obligation to protect its members and guests who play the golf course. It undertook studies to better understand the empirical risk of range balls escaping the 12' fence and trees surrounding the range.<sup>12</sup> It communicated its concerns and plans at extended length with its membership and neighbors likely impacted by any proposed alterations. It worked closely

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<sup>8</sup> See Attachment A.

<sup>9</sup> Id.

<sup>10</sup> Id.

<sup>11</sup> Note: As OGCC's witnesses will testify, OGCC is currently using 90% limited-flight range balls on their driving range.

<sup>12</sup> Note: Several of the trees to be retained in the immediate vicinity of the range are in excess of 50' tall and will exceed the height of the net-and-pole system. Numerous other trees being retained will be approximately the same height as the net-and pole system.

1 with a third-party arborist and its own horticulturalist/certified arborist to create an optimal tree  
2 planting and removal plan. Finally, the net it is proposing to use is made to be virtually invisible,  
3 while the tapered, matte-finished poles will blend with the trees and surrounding foliage.

4 In short, OGCC has done everything it possibly can to minimize the impacts of a new net-  
5 and-pole system while doing its best to protect its patrons from danger. OGCC now requests that  
6 the City grant its request for a variance to support a range net, that it might more permanently  
7 address this problem, and that it might continue to serve as a welcoming pillar of the Medina  
8 community for decades to come.

## 9 **II. LEGAL STANDARD**

10 To receive a Non-administrative Variance in the City of Medina, an applicant must  
11 demonstrate compliance with the eight requirements of MMC 16.72.030.

- 12 1. The variance does not constitute a granting of special privilege inconsistent with the  
13 limitation upon uses of other properties in the zone in which the subject property is  
located; and
- 14 2. The variance is necessary to make reasonable use of the property and such necessity is  
15 because of special circumstances relating to the size, shape, topography, or other factors  
16 on the lot such as the presence of critical areas or buffers that substantially constrain  
development of the subject property such that the property owner cannot develop the  
property consistent with allowed uses in the zone in which the subject property is located;  
and
- 17 3. The variance is necessary to relieve a material hardship that cannot be relieved by any  
18 other means such that the material hardship must relate to the land itself and not to  
problems personal to the applicant; and
- 19 4. The granting of such variance will not be materially detrimental to the public welfare or  
20 injurious to the property or improvements in the vicinity and zone in which the subject  
property is situated; and
- 21 5. Alternative development concepts in compliance with the existing code have been  
evaluated and undue hardship would result if such adherence to code provision is  
required; and
- 22 6. The variance is consistent with the purpose and intent of the relevant city ordinances and  
the Comprehensive Plan; and
- 23 7. The basis for the variance request is not the result of deliberate actions of the applicant  
24 or property owner; and
- 25 8. The variance granted is the minimum necessary to provide reasonable relief use of the  
property.<sup>13</sup>

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27 <sup>13</sup> MMC 16.72.030(E).

### III. ANALYSIS

#### A. A HEIGHT VARIANCE IS NOT A SPECIAL PRIVILEGE

A height variance of the sort sought by OGCC is not a “special privilege” under Washington State law. Under *City of Medina v. T-Mobile USA, Inc.*, the Washington State Court of Appeals, Division 1 endorsed the City of Medina Hearing Examiner’s conclusion that “height and setback variances” to erect a 55 foot wireless communications facility “did not constitute a special privilege inconsistent with the limitation upon uses of other properties in the vicinity.”<sup>14</sup> In reaching this conclusion, the Court cited *Hoberg v. City of Bellevue* for the provision that such variances are “area, not use, variances” and are therefore not a special privilege.<sup>15</sup> Where OGCC’s sought-after variance is not a “special privilege”, this first element is met regardless of whether it was determined to be inconsistent with the limitations upon uses in other properties in its same zone.

Even were OGCC’s variance to be such a special privilege however, its use would not be inconsistent with the limitation upon uses of other properties zoned R-20 in the City of Medina. <sup>16</sup>Examination of the latter half of this first element of the nonadministrative variance ordinance shows that this element is focused upon preventing “inconsistent . . . uses”<sup>17</sup>, such as the construction of an industrial facility in a residential neighborhood. This is not an issue that is present with the driving range, which is merely the continuation of a presently existing use. Even were this not a present use however, it would be consistent with the terms of the Medina Municipal

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<sup>14</sup> *City of Medina v. T-Mobile USA, Inc.*, 123 Wn. App. 19, 30, 95 P.3d 377, 382 (2004)

<sup>15</sup> *Id.*

<sup>16</sup> Nor would it be a special privilege with regard to uses in its vicinity. OGCC neighbor the St. Thomas School has gained height approval from the City for up to 50’ in connection with a gymnasium/theatre/rooftop play area in 2018. Whether by variance or special use, and notwithstanding the particularly applicable zoning, OGCC’s request is not - in the general sense – unprecedented.

<sup>17</sup> MMC 16.72.030(E)(1).



1 Code, which permits golf courses<sup>18</sup> as a nonresidential use in R-20 zoning.<sup>19</sup> Put simply, this  
2 element is a non-issue, notwithstanding city staff's insistence to the contrary.

3 **B. OGCC'S VARIANCE IS NECESSARY TO MAKE REASONABLE USE OF**  
4 **THE PROPERTY DUE TO THE SIZE OF THE DRIVING RANGE AND THE**  
5 **PRESENCE OF CRITICAL AREAS**

6 OGCC's sought-after variance is necessary to continue to reasonably make use of its  
7 property as a golf course. In general, the "reasonable use" standard requires an applicant to prove  
8 that they cannot realize a reasonable use or a reasonable return while maintaining a permissible  
9 use of the land.<sup>20</sup> In the State of Washington, "reasonable use" has always been something of a  
10 floating standard: after avoiding the issue for decades, our courts have settled on a definition that  
11 states that what uses amount to a reasonable use "depends on the expectations of the landowner"  
12 and the zoning regulations in effect at the time of acquisition of the property.<sup>21</sup>

13 Applying this definition to the present matter, reasonable use depends upon what was a  
14 reasonable expectation for the use of the property in 1952, when OGCC first leased the property  
15 from the Clapp family. Where such use predates our state's system of zoning, and even the  
16 foundation of the City of Medina, and was itself a mere continuation of the property's use as a  
17 golf course since 1927, it is fair to say that OGCC expected to be able to use the property as a golf  
18 course, and that such use was not prohibited by any statute or ordinance in effect at the time.<sup>22</sup>

19 Where usage as a golf course is a reasonable use, a driving range is required to make that  
20 use of the property. Unlike discretionary elements such as a clubhouse and pro shop, a "driving  
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22  
23

24 <sup>18</sup> Defined under city code as requiring at a minimum "nine holes for playing golf, including  
improved tees, greens, fairways, hazards, and a driving range" MMC 16.12.080.

25 <sup>19</sup> Table MMC 16.21.030:Land Use Table

26 <sup>20</sup> § 13:13. Variance factors—Reasonable use, 2 Am. Law. Zoning § 13:13 (5th ed.)

27 <sup>21</sup> *Buechel v. State Dep't of Ecology*, 125 Wn.2d 196, 209, 884 P.2d 910, 918 (1994)

<sup>22</sup> <https://overlake.club/web/pages/our-story>; See Also MMC Chapter 16.1 (Unified  
Development Code), not enacted until 1981;

1 range” is a required element of a “golf course” use under the City of Medina Municipal Code.<sup>23</sup>

2 In other words, to continue to be a golf course, OGCC must have a driving range.

3 To continue to have a driving range (and therefore constitute a golf course), a variance is  
4 necessary because of the special circumstances relating to the shape of OGCC’s property and the  
5 presence of critical areas on its property. As has been discussed previously, the site of the current  
6 driving range is under-sized for the purposes of modern golf use, and the degree to which it can  
7 be made larger is greatly limited due to the unusual contours of the western half of OGCC’s  
8 property and the close proximity of residential uses that have accumulated since the driving  
9 range’s original erection in 1952. Relocation of the driving range to the eastern side of the property  
10 is not feasible: as can be seen from the attached City of Medina Critical Areas map<sup>24</sup>, much of  
11 OGCC’s property is constrained on the east side by critical areas, including typed wetlands and  
12 streams, making such development impermissible consistent with the property’s allowed use as a  
13 golf course.

14 **C. THE VARIANCE IS NECESSARY TO ALLOW OGCC TO CONTINUE TO**  
15 **DEVELOP ITS PROPERTY AS A GOLF COURSE**

16 OGCC’s sought-after variance is necessary to relieve a material hardship related to the  
17 land and the City of Medina’s requirements for golf courses. Under the City of Medina’s code, a  
18 hardship exists where the applicant cannot develop the property for its allowed use without the  
19 granting of a variance.<sup>25</sup>

20 As outlined above, OGCC cannot continue to develop the property for its allowed use  
21 without the granting of a variance due to the unusual contours of its property and the City of  
22 Medina’s requirement that a golf course have a driving range. The contours, including the  
23 presence of critical areas and streams, mean that the driving range cannot be sufficiently enlarged  
24 on the western edge of OGCC’s property, nor can it be relocated to the eastern edge of OGCC’s

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25 <sup>23</sup> MMC 16.12.080.A golf course is defined as including *at least* “nine holes for playing golf,  
26 including improved tees, greens, fairways, hazards, *and a driving range.*”

27 <sup>24</sup> See Attachment B.

<sup>25</sup> MMC 16.72.030(G).

1 property. Nor is removal possible, as under Medina’s Municipal Code, a driving range is a  
2 required element of a golf course.<sup>26</sup>

3 The only other method by which this hardship and the danger posed by the current 12’  
4 fence could conceivably be relieved is what OGCC seeks: an area variance to allow a 50’ net-and-  
5 pole system to minimize danger to its patrons. Accordingly, there is no other viable means of  
6 continuing to allow OGCC to develop its property for its allowed use as a golf course, and a  
7 variance is necessary to permit such development to continue to occur.

8 **D. THE GRANTING OF SUCH VARIANCE WILL NOT BE MATERIALLY**  
9 **DETRIMENTAL TO THE PUBLIC WELFARE OR INJURIOUS TO THE**  
10 **PROPERTY OR IMPROVEMENTS IN THE VICINITY AND ZONE IN WHICH**  
11 **THE SUBJECT PROPERTY IS SITUATED**

12 OGCC’s sought-after variance will not be materially detrimental to the public welfare or  
13 injurious to the properties and improvements in its vicinity where it is sought for the purpose of  
14 mitigating the safety and environmental impacts inherent in OGCC’s use of the property as a golf  
15 course (i.e. golf balls escaping the driving range and hitting persons or property).

16 The function of the fourth element of the City of Medina’s variance ordinance is to ensure  
17 that the ordinance passes constitutional muster. Since inception, the policy basis for the  
18 constitutionality of municipal zoning ordinances has been based upon their relation to the state’s  
19 policing powers (i.e. to promote the public health, safety, and welfare).<sup>27</sup> In other words, by  
20 ensuring that the variance sought is in furtherance of the public health, safety, and welfare, the  
21 ordinance is also ensuring that it is a valid exercise of the City’s policing powers.

22 Implicit in the notion of not being materially detrimental to the public welfare of injurious  
23 to property or improvements in the vicinity, a height variance meets this element if it is beneficial  
24 to such interests. OGCC’s variance meets this criterion where it serves to limit physical injury  
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26 <sup>26</sup> MMC 16.12.080.

27 <sup>27</sup> *Davidson Serles & Associates v. City of Kirkland*, 159 Wn. App. 616, 638, 246 P.3d 822, 834 (2011).



1 from escaping golf balls. Along with similar policies such as speed limits, mitigating such risks is  
2 one of the core government interests encompassed within the definition of public health, safety  
3 and welfare.<sup>28</sup>

4 As OGCC's staff and experts will testify, the risk of escaping golf balls and resulting  
5 physical injury or property damage is a growing danger in the vicinity of the driving range due to  
6 improving golf technology and increased use of golf practice facilities. A height variance to permit  
7 the erection of a range net will mitigate for such risks. It is, therefore, a valid exercise of the City's  
8 policing powers, and is not detrimental to the public welfare or injurious to the property or  
9 improvements in the vicinity of the range.<sup>29</sup>

10 To the extent the City argues OGCC's variance request cause injuries, these injuries are  
11 limited to inchoate harms such as damage to some property owners' views and the "residential  
12 feel" of the community. However, absent an easement to the contrary, these property owners' do  
13 not have a "right" or a property interest<sup>30</sup> in such views, nor does state or local law create such an  
14 enforceable right on the part of the City.<sup>31</sup> In the absence of such a right or interest, zoning law  
15 holds that such conclusory claims regarding neighborhood impacts should not be considered.<sup>32</sup>

16 As for "residential feel", that is not a regulatory criterion. The term is not even in the City's  
17 Comprehensive Plan. As for the City's "sylvan character", it is inarguable that golf courses in  
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19 <sup>28</sup> See e.g. *Zaitzeff v. City of Seattle*, 17 Wn. App. 2d 1, 17, 484 P.3d 470, 479 (2021) (ordinance  
20 prohibiting swords from being carried in public designed to reduce violence or injuries, and  
therefore in furtherance of government's public safety interest).

21 <sup>29</sup> *Matter of Juveniles A, B, C, D, E*, 121 Wn.2d 80, 94, 847 P.2d 455, 460 (1993) (Control of a  
communicable disease is a valid and compelling exercise of the State's police power).

22 <sup>30</sup> *Pierce v. Ne. Lake Washington Sewer & Water Dist.*, 123 Wn.2d 550, 560, 870 P.2d 305, 311  
23 (1994) (concluding, as a matter of law, that a view is not a cognizable property or property  
interest under Washington State law, and that "mere infringement" upon a view is not  
cognizable as an injury).

24 <sup>31</sup> See e.g. MMC 14.08.010 ("The city has no right or obligation to enforce any of the  
25 provisions in [the City's view ordinance]").

26 <sup>32</sup> § 13:21. Variance factors—Public interest and neighborhood impacts, 2 Am. Law. Zoning §  
13:21 (5th ed.) (Conclusory claims regarding the neighborhood impacts of a variance will not be  
27 considered, nor will unsubstantiated public opinions.)

1 residential neighborhoods worldwide strive for that “feel.” Nothing OGCC proposes materially  
2 alters that given the project’s planting plan and the relative invisibility of the net and blending of  
3 the poles. In any case, the City’s Comprehensive Plan policies do not address improvements to  
4 the club’s interior – the policies apply to the perimeter.

5 As such, it is difficult to conclude that these alleged harms amount to actual injuries, let  
6 alone injuries material enough to prevent OGCC from meeting this element. Balanced against the  
7 public welfare benefits of preventing injury and property damage, OGCC’s variance will be a net  
8 benefit to the public welfare and will not be injurious to properties or improvements in its vicinity.

9 **E. ALTERNATIVE DEVELOPMENT CONCEPTS IN COMPLIANCE WITH THE**  
10 **EXISTING CODE HAVE BEEN EVALUATED AND ARE INFEASIBLE**

11 The fifth requirement for a variance is met where OGCC has evaluated alternative  
12 development concepts in compliance with the Medina Municipal Code and concluded that they  
13 will not permit the continued development of the golf course without the granting of a variance.  
14 Although hardship is defined negatively under the Medina Municipal Code, this provision  
15 contains a qualifier that this hardship analysis is limited to the property’s “allowed use under the  
16 zone,” which, to be clear, is a golf course under a special use permit. This standard also examines  
17 whether the applicant “can develop the property” for this use, not whether such use is presently  
18 extant. With these principles in mind, undue hardship would result if this variance is not granted  
19 and compliance with all of the Medina Municipal Code’s provision is required.

20 As can be deduced from the extensive history of the range issues, the range of community  
21 feedback and input sought, and the lengthy correspondence with the City of Medina regarding this  
22 issue, OGCC’s variance application has not been undertaken lightly. As at least one of OGCC’s  
23 witnesses will testify, a number of alternative solutions were explored to mitigate or eliminate the  
24 risks increasingly posed by new golf technology being used at OGCC’s driving range. Such  
25 solutions included different range layouts, provided in the application materials to the City.<sup>33</sup>

26  
27 <sup>33</sup> Agenda Ex. 10, pg. 13 (layouts D and E).

1 With their arborists, they also individually assessed whether each and every one of the  
2 trees in the vicinity needed to be removed for such layouts, or whether they could be preserved.<sup>34</sup>  
3 They also settled on a planting plan to add significant trees to surround the proposed net-and-pole  
4 system. It was only after taking into consideration these layouts and plans [together with analysis  
5 from Samantha Smiley, OGCC's horticulturalist/certified arborist, which showed that the 55  
6 Leyland Cypress trees would die in the next decade anyway] that OGCC eventually landed upon  
7 a modified version of layout E upon which to proceed.<sup>35</sup>

8 In conjunction with these proposals, and as analyzed in OGCC's expert's reports, OGCC  
9 plans to utilize 85/90% limited-flight range balls ("LFRBs"). OGCC understands from its expert  
10 that these LFRBs are the gold standard for limited-flight range balls currently on the market.  
11 OGCC's expert will also testify that although some balls market themselves as "80%" or lower  
12 range flight balls, the distance reduction claims of these types of balls are dubious at best<sup>36</sup>, making  
13 85/90% the proper reduction upon which to analyze mitigation measures for ball escapement.

14 As part of this feedback and review process, OGCC has explored alternative proposed  
15 development concepts. In fact, OGCC considered removal of the driving range, or its replacement  
16 with golf simulators. However, these concepts were ruled out as infeasible. Under the Medina  
17 Municipal Code, a golf course use is defined as a having "at least" 9 complete golf holes and a  
18 driving range: in other words, the removal and/or replacement of the driving range with an  
19 alternative facility would require a site-specific exception to the definition of a golf course use in  
20 the City of Medina.<sup>37</sup>

21  
22 <sup>34</sup> Agenda Exs. 10 & 11.

23 <sup>35</sup> Note: under MMC 16.52.060, Leyland Cypress trees are not considered material trees. That is,  
24 because of their short longevity, they are only of temporary consequence and not "material" i.e.  
25 environmentally significant.

26 <sup>36</sup> See e.g. the AmTech "70%" range ball, which in fact travels at least 87.4% of the distance of  
27 a top-of-line golf ball. <https://www.amtechrange.co.uk/products/range-ball-one-piece-short-distance>. There is also the issue of trying to replicate reality without undue distortion.

<sup>37</sup> Such a use variance would be likewise be subject to MMC 16.72.030(E). However where the  
use variance is more likely to be concluded to be a special privilege, it is less likely that such a  
use variance would be granted due to MMC 16.72.030(E)(1).



1 In addition to these alternative development concepts, OGCC has also evaluated a number  
2 of potential course policy and rule changes such as making the driving range “irons only” or else  
3 suspending practice while the course is in operation. However, it has concluded that these changes  
4 cannot practicably be enforced, or else constitute such a severe restriction on the use of the range  
5 so as to defeat the purpose of having such a facility.

6 Suspending use of the driving range while the golf course is in use would lead to highly  
7 inconsistent availability of the range – as a practical matter, it would render the facility unusable,  
8 particularly during the spring, summer, and fall, when usage of the course is frequent throughout  
9 all daylight hours. Likewise, an “irons only” proposal, aside from not resolving the root problem<sup>38</sup>,  
10 would not amount to permitting development towards OGCC’s allowed use as a golf course.  
11 Analogized to boxing, such a proposal would amount to practicing one’s right hook with both  
12 hands tied behind one’s back – it defeats the purpose of practicing with a typical selection of golf  
13 clubs, e.g. at least one wood and a couple/three irons.

14 That such restrictions and alternatives need to be proposed and analyzed demonstrates  
15 rather than defeats the hardship that OGCC will suffer with continued development of the property  
16 as a golf course if this variance is not granted. That they do not relieve the undue hardship that  
17 OGCC is experiencing establishes that this element has been met, and OGCC’s variance is  
18 necessary.

19 **F. THE VARIANCE IS CONSISTENT WITH THE PURPOSE AND INTENT OF**  
20 **THE RELEVANT CITY ORDINANCES AND THE COMPREHENSIVE PLAN**

21 A height variance is not inconsistent with those provisions of the Medina Comprehensive  
22 Plan and the Medina Municipal Code which are actually applicable to golf courses. Although  
23 other provisions of the Comprehensive Plan have been cited for the alleged proposition that a  
24  
25

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26 <sup>38</sup> As evidenced by the many golf balls which escape the driving range on both sides, making the  
27 range “irons only” would not prevent golf balls from escaping. A poorly hit five iron can cause  
as much danger as a driver hit long and/or poorly.

1 driving range is not a use consistent with relevant city ordinances and the Comprehensive Plan,  
2 these citations stand inapposite to OGCC specifically, and golf courses more broadly.

3 As to the land use element of the Comprehensive Plan, OGCC is a specifically enumerated  
4 non-residential use which the City is encouraging be maintained in accordance with LU-P5. This  
5 specific policy trumps the more general policy enunciated in LU-P6, which states that non-  
6 residential uses may be redeveloped with a new non-residential use in a manner compatible with  
7 surrounding areas when allowed through the conditional use process. In any case, a golf course  
8 use is presently permitted under the Medina Municipal Code as a compatible use, and allowed  
9 through the conditional use process under a special use permit, the likes of which it has obtained  
10 previously, including in 1991 for a project to address the present issue.

11 Addressing the community design element, the proposed variance meets these policies and  
12 goals as it deals with the interior, rather than the perimeter of OGCC's property. The community  
13 design element of Medina's 2024 Comprehensive plan focuses on creating a "cohesive sense of  
14 place" by focusing on the design of its streets and public spaces, and in particular its "vehicular  
15 entry points." OGCC's proposed variance is not for the purpose of pursuing work anywhere near  
16 those perimeter areas.

17 Exemplary of the lack of conflict between the community design element of  
18 Medina's Comprehensive Plan and OGCC variance are the City's citations to CD-G3, CD-P15,  
19 and CD-P27.

- 20 • CD-G3 pertains to "historic landscaping along the perimeter of the golf course" and  
21 external "view corridors" that look into the golf course.
- 22 • CD-P15 addresses "landscape buffers between different uses"
- 23 • CD-P27 addresses screening vegetation between "adjacent residential properties"

24 As can be seen from the language of these policies and the City of Medina's Community  
25 Design Map, each of these goals address the periphery of uses, particular with regard to OGCC.  
26 Meanwhile, all of the trees being addressed as part of this variance are not "perimeter" trees, but  
27

1 are rather interior trees, and so do not conflict with this goal.<sup>39</sup> Likewise, CD-P21 and CD-24 call  
2 for the preservation and minimization of removal of existing vegetation unless recommended by  
3 an arborist. OGCC has gone above and beyond this requirement, planning to remove only those  
4 trees that its arborist consultant and horticulturist employee have recommended be removed,  
5 whilst replacing them with trees that are of greater significance under the Municipal Code, and  
6 that will promote greater biodiversity in the City's ecosystem. In so doing, OGCC hopes to  
7 preserve the sylvan character of Medina for decades to come, rather than adopting the short-term  
8 view of its detractors that would see this interior (dying cypress) tree-line rendered a blight in  
9 under a decade.

10 **G. OGCC'S NEED FOR A VARIANCE IS NOT DUE TO DELIBERATE ACTIONS**  
11 **ON ITS PART, BUT RATHER THE RESULT OF EVOLVING GOLF**  
12 **TECHNOLOGY AND CONFLICTS WITH MUNICIPAL ORDINANCES**

13 OGCC has not undertaken deliberate action to create the necessity of a variance: this is  
14 instead a need created due to the passage of time and changes in laws and technology that have  
15 occurred over the past 70 years. As outlined above, at the time OGCC first leased the property  
16 upon which its course now sits back in 1952, the driving range was already extant and in its present  
17 location. This location has sat, largely unchanged, ever since, and for approximately 40 of those  
18 70+ years its location and size have not been a problem.

19 What has changed in the intervening period is the sport of golf, and the character and laws  
20 of the City of Medina. Gone are the days when a "wood" was actually made of wood<sup>40</sup>: in its place  
21 are a range of high-tech, carbon fiber clubs<sup>41</sup> that hit golf balls faster and farther than ever before.  
22 Also, as Cory Brown, OGCC's superintendent, will testify, the practice habits of golfers have  
23 changed radically over time. Nowadays golfers practice longer and harder than ever before,  
24

25 <sup>39</sup> See Agenda Ex. 10.

26 <sup>40</sup> <https://www.tourqualitygolf.com/2024/05/15/the-evolution-of-golf-clubs-history-and-innovation/>

27 <sup>41</sup> [https://www.taylormadegolf.com/about-us.html?lang=en\\_US](https://www.taylormadegolf.com/about-us.html?lang=en_US)



utilizing the existing range to the point that, conservatively, 22,000 range balls are used every day during the high season (roughly May-September).

Likewise changing has been the City of Medina, which has gone from a sleepy community on the periphery of Seattle to a largely built-out residential space just a stone's throw from downtown Bellevue, and which now tightly regulates its sole golf course to require it to possess a driving range. Had Norton Clapp been aware of what shape the sport of golf and/or the City of Medina would take, perhaps he could have made the driving range larger, or granted the Golf Course different land upon which to establish itself. For that matter, perhaps he could have filled in the wetlands and made relocation to the eastern portion of the property possible. Hindsight is 20/20, and is not a productive exercise for addressing the changing needs of OGCC in the City of Medina.

What is productive is an actual examination of the language of the "deliberate actions" element. This "deliberate action" element is a bit unique to the City of Medina's species of variance ordinance. However, examining the language of this element, it appears to be for the purpose of prohibiting abuse of the variance process by inducing helplessness (i.e. through subdivision or sale). It does not appear to be designed to be a punitive element designed to punish past decisions made accidentally, particularly for decisions made by a third-party over 70 years ago, or for problems that did not exist back then. Where OGCC's need for the variance was not of its own creation, and where it is pursuing this variance in good faith, it meets this element.

**H. A 50 FOOT HEIGHT VARIANCE IS THE MINIMUM NECESSARY TO MAKE THE DRIVING RANGE REASONABLY SAFE, AND PROVIDE REASONABLE RELIEF USE OF THE PROPERTY-**

A height variance of 50 feet is the minimum necessary to continue to provide safe use of the driving range and adjacent golf course holes. As the owner of a real property engaged in a commercial business, OGCC owes duties to its business invitees to exercise reasonable care to

1 protect them against the danger.<sup>42</sup> Although a golfer engaged in the sport of golf assumes certain  
2 risks inherent in the game, he or she does not assume “extraordinary, unforeseen risks” such as  
3 “being hit by [a] golf ball” where such risks exceed what would be ordinarily expected while  
4 engaged in the sport of golf.<sup>43</sup> To provide reasonable relief (safe) use of the property, OGCC must  
5 therefore reduce the risk of being hit by a golf ball to within the range of what a golfer would  
6 ordinarily expect while engaged in the sport of golf.

7 As OGCC’s range expert will testify, a 50 feet range net, combined with limited-flight  
8 range balls, would amount to an approximately 1% ball escape rate, which while still not ideal, is  
9 the bare minimum he would recommend in order to provide an appropriate level of safety on the  
10 golf course given the frequency of use of the driving range. A height variance sufficient to allow  
11 a net of this height then would amount to the minimum necessary to make the driving range  
12 reasonably safe, and to provide reasonable relief use of the property.

#### 13 **IV. CONCLUSION**

14 The Overlake Golf & Country Club’s request for a height variance is not an unusual  
15 request, nor is it one that has been made in haste, without consideration for the alternatives, or  
16 without consultation of the community. The Overlake Golf & Country Club hopes that the Hearing  
17 Examiner will see that this is not an issue of the Club’s own creation, and that it is only out of a  
18 desire to keep the community safe that it is pursuing this project.

19 The Club wants to be a partner with the City and the Medina community for decades to  
20 come. The Clubs asks the Examiner to grants its request.

21 Dated this 8<sup>th</sup> Day of May, 2025

22 Respectfully submitted,

23  
24 By: \_\_\_\_\_

Terrence I. Danysh, WSBA # 14313

25 <sup>42</sup> *Mihaila v. Troth*, 21 Wn. App. 2d 227, 233, 505 P.3d 163, 166 (2022) (citing  
26 RESTATEMENT (Second) of Torts § 343).

27 <sup>43</sup> *Shorter v. Drury*, 103 Wn.2d 645, 657–58, 695 P.2d 116, 123 (1985).

1 R. Charles Beckett, WSBA # 55662  
2 Peterson Russell Kelly Livengood PLLC  
3 10900 NE 4th Street, Ste. 1850  
4 Bellevue, WA 98004  
5 Ph: 425-462-4700  
6 Fax: 425-451-0714  
7 Email: [tdanysh@prklaw.com](mailto:tdanysh@prklaw.com)  
8 [cbeckett@prklaw.com](mailto:cbeckett@prklaw.com)  
9 *Attorneys for Applicant Overlake Golf &*  
10 *Country Club*  
11  
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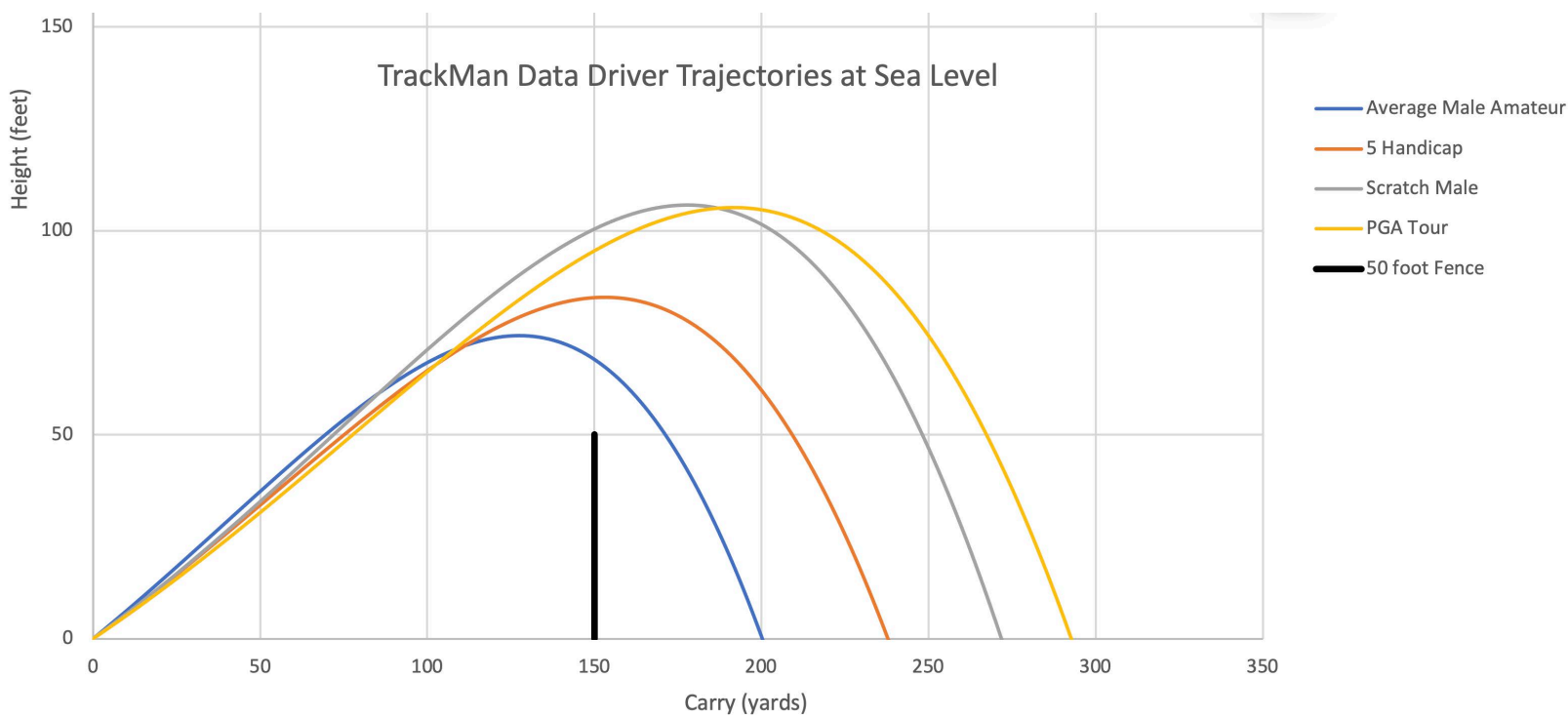


## **Errant Golf Ball Injury Prevention**

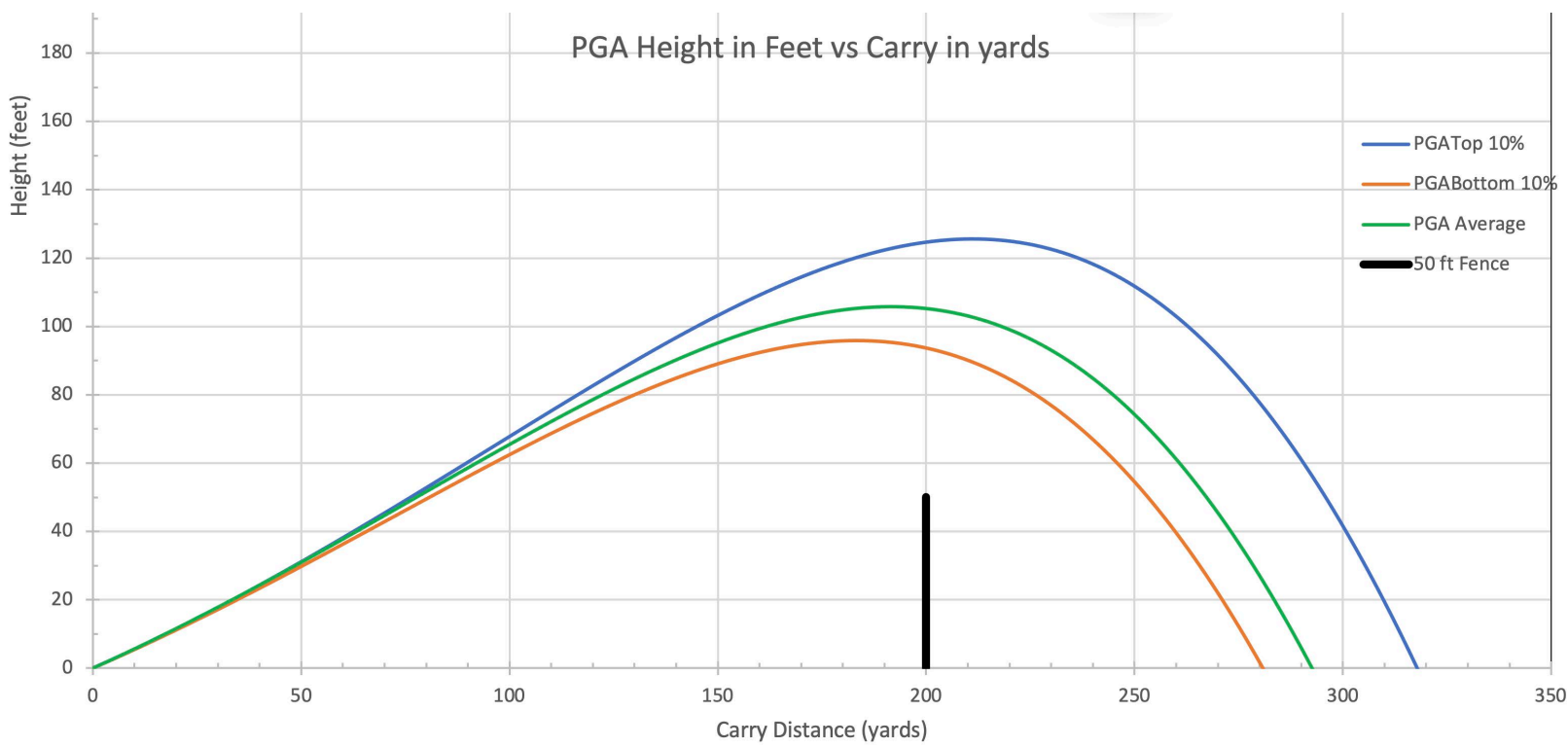
- Golf safety prioritizes mitigation of errant golf ball threats to persons and property
- Golfers accept a small amount of risk on a golf course such as being hit by errant golf balls from other golf holes (protocol is to yell FORE to warn about incoming ball). With a Driving Range adjacent to two golf holes, golfers playing those holes can be subjected to far more errant golf balls if fence heights are not high enough.
- Golf balls hit with Driver land with speeds of between 60 mph and 70 mph and can cause significant damage to persons, even death, as they are very hard.
- Golf balls hit with irons land with speeds of between 50 mph and 60 mph.
- Air drag slows all golf balls significantly making landing speeds about the same for all clubs and golfer abilities (average male amateur to PGA professional). All errant golf balls are dangerous, regardless of the caliber of player that hit them.
- The research paper, "Golf-related injuries treated in United States emergency departments" cited that during 1990 through 2011, an estimated 663,471 individuals  $\geq 7$  years old were treated in US emergency departments for golf-related injuries that were non-fatal, of which 16% were due to being hit by errant golf balls.

## Physics of Golf Ball Trajectories

- Carry distance and peak height of a golf ball trajectory is strongly correlated with a golfer's club head speed. The higher the club head speed, the farther and higher the trajectory. Better golfers tend to have higher club head speeds and thus hit the ball higher. Mitigating errant golf balls require high fences.
- The next slide shows AVERAGE trajectories for the Average Male Amateur (15 Handicap), the Average 5 Hcp, the Average Scratch Amateur (0 Hcp or better) and the Average PGA Tour Player.
- Slide 4 shows the AVERAGE PGA Tour Player along with the shortest 10% Players and the longest 10% Players.







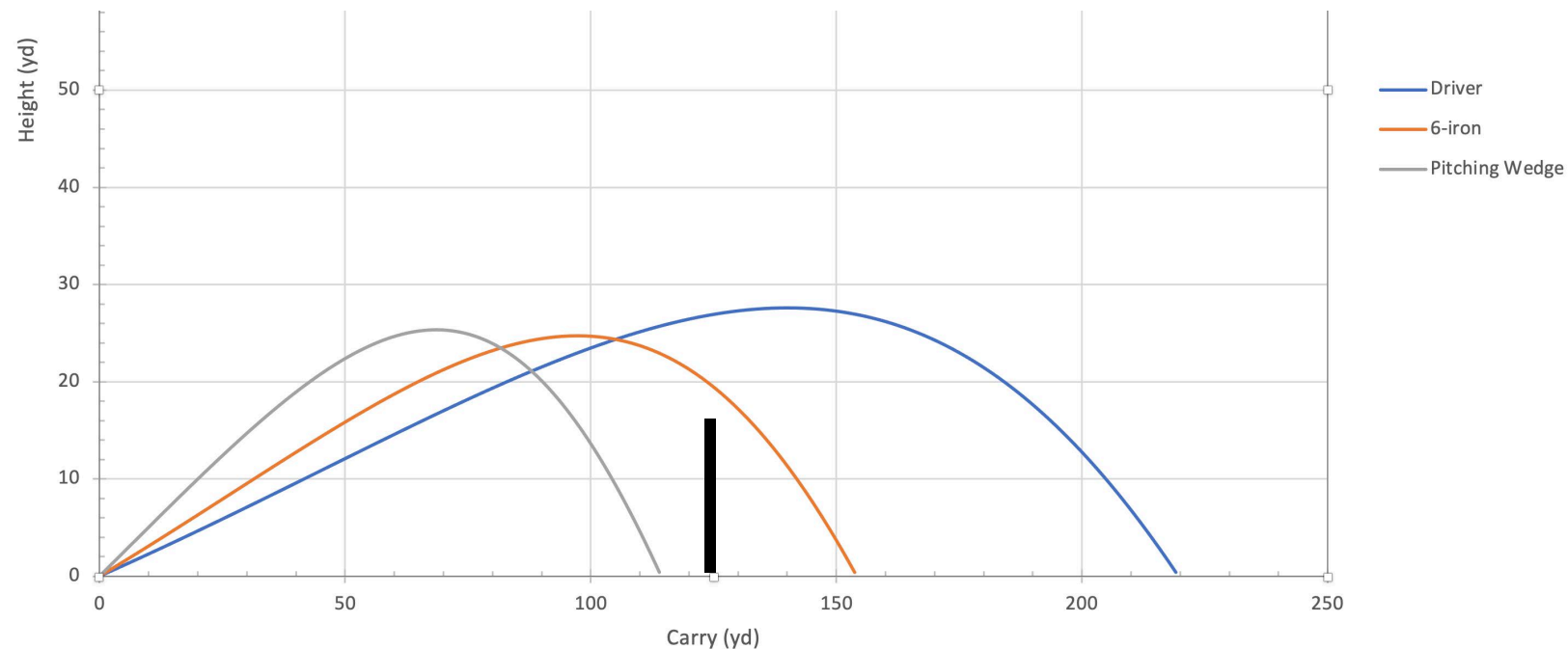
## **Golf Trajectory Distance Improvements**

- The USGA/R&A jointly published report, “A Review of Driving Distance – 2023,” cites that average Driver distance has increased significantly on ALL golf tours since 1980 due to improved golf technology and golf swing strength and technique (ie.average PGA Tour player increased from 256 yards to 300 yards, a 17% increase).
- From the same report, male amateur golfers are cited to have also increased Driver distance as well: handicap 13-20 players increased by 11% (note average male amateur handicap is about 14). Driver usage is also up significantly for higher handicap golfers as they are now easier to hit.
- Due to increased distance, higher fences are required to contain golf balls within a Driving Range now than in the past.

### Safety Fence Height Mitigation & Average Male Golfer

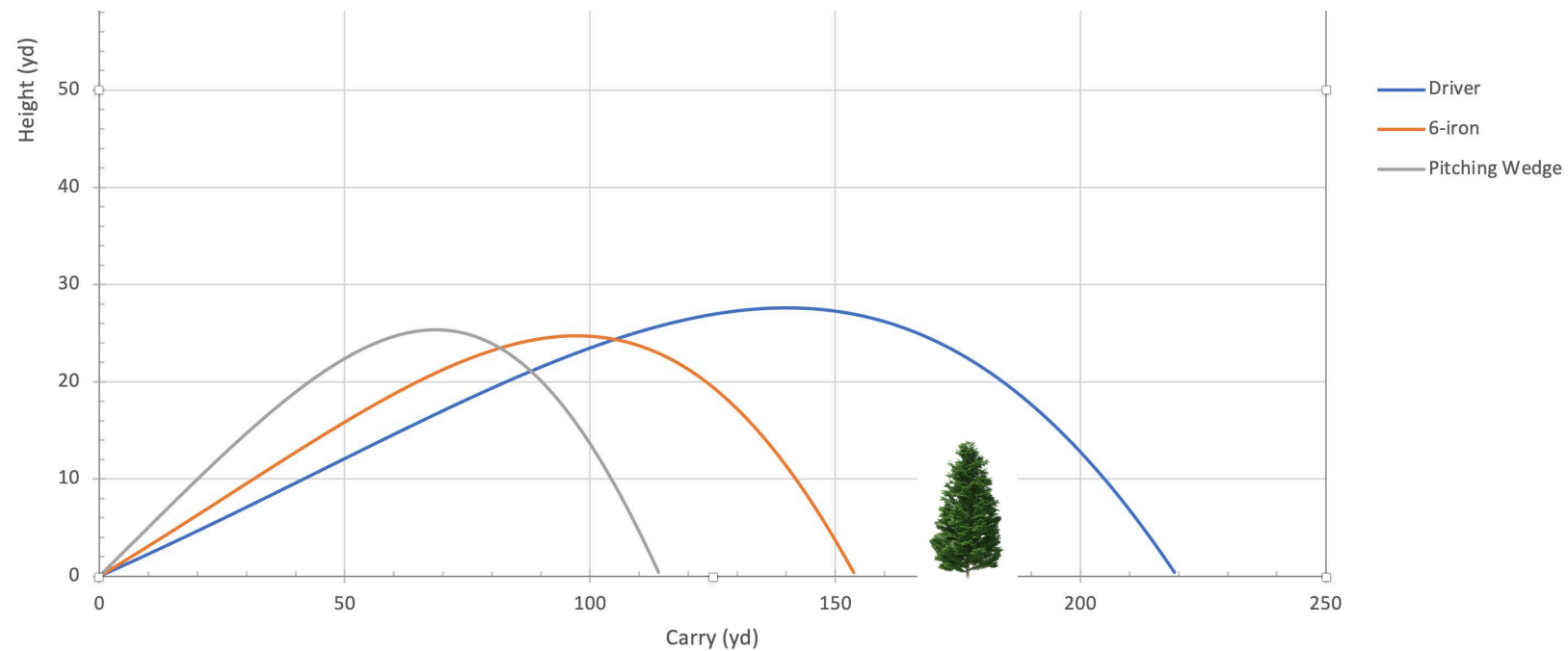
- To contain golf balls within the Driving Range requires high fences unless width and lengths are large. The Driving Range at Overlake G&CC is quite narrow and short.
- Even the average male amateur golfer with a handicap of about 14 has a Driver swing speed of about 94 mph and peak trajectory height of about 80 feet (27 yards), about the same as the average LPGA tour player. Over half of male golfers will have peak trajectories higher than 80 feet. The average PGA Tour player has a peak trajectory height of over 100 feet (33 yards).
- For a given player, peak trajectory heights are about the same for all clubs, Driver through to all irons and hybrids. An average male golfer's golf ball trajectories with all clubs will have heights close to 80 feet.

### Average Male Amateur Trajectories



## Trees Do Not Mitigate Errant Golf Balls

- The Driving Range at Overlake G&CC requires higher fences to reduce the risk of golfers being hit while playing adjacent golf holes. Even though there are trees around the perimeter of the Driving Range, they are not high enough to contain errant golf balls. Plus, trees will allow many lower trajectory balls to pass through their foliage.
- Average Male Amateur trajectories below with a 40 foot high tree.





### **50 foot High Safety Fences Reduce Risk Significantly Using LFRBs**

- I estimate that increasing the height of perimeter fencing to 25 feet would reduce the percentage of balls that land onto the adjacent golf holes to 10%. 50 foot fencing would reduce the percentage of balls escaping to about 1%.
- The cart paths on both adjacent golf holes are about 50 feet from the fence lines of the Range. Even though about 1% of balls will likely pass over the fence, a 50 foot high fence will protect golfers on the cart paths, while they would still be exposed if the fences were lower at 25 feet high.
- A 1% escape percentage for a Driving Range equates to 100 balls for every 10 000 hit (a little over 100 large buckets of range balls).
- To contain all errant golf balls would require fence heights over 100 feet (Top Golf Driving Ranges have fences that are 150 feet high).

### **Proximity of Adjacent Golf Holes**

- My major concern is the risk to golfers on the golf hole immediately East and North of the Driving Range. The landing area of that hole is only 250 yards to 260 yards from the tee bays and thus easily reachable by good golfers. Over 90% of golfers are right swingers and the majority of them slice the ball (ball curves left to right) and thus many balls are likely to threaten the East side boundary. A 50 foot high fence will significantly reduce the number of balls that pass over the fence and land onto this golf hole, but will not eliminate them.

## **Golf Expert Conclusion**

- In conclusion, 50 foot high fences will not contain all golf balls. There will still be a significant number of balls that will land onto the adjacent golf holes. There will still be risk to golfers on those golf holes, but it will be significantly less compared to the current situation, as well as the scenario of using a 25 foot high fence. If golfers can walk close to the fences while playing these golf holes, they will reduce further the risk of being hit.
- In my view, Overlake G&CC is attempting to mitigate an unsafe situation by requesting to install 50 foot high fences around its Driving Range. Such mitigation will significantly reduce the risk to golfers playing the course, but will not eliminate it.



## CITY OF MEDINA

## APPLICATION FOR CONDITIONAL USE/SPECIAL USE

Case No. 144  
Fee \$150.00

Date Received 9/10/91  
Received by [Signature]  
Application  
Checklist \_\_\_\_\_

## ADDRESS OF PROPERTY

8000 N.E. 16th Street  
Bellevue, WA 98004

## NAME OF APPLICANT(S)

Overlake Golf & Country Club

## ADDRESS OF APPLICANT(S)

8000 N.E. 16th Street  
Bellevue, WA 98004

(Mailing Address)

Phone #

(206) 454-7971

## SIGNATURE OF APPLICANT(S)

[Signature] DATE 9/10/91

General Manager, Overlake DATE \_\_\_\_\_

## LEGAL OWNER(S)

Proprietary members of Overlake  
Golf & Country Club

## ADDRESS OF LEGAL OWNER(S)

8000 N.E. 16th St.  
Bellevue, WA 98004

Phone #

(206) 454-7971

## SIGNATURE OF OWNER(S)

\_\_\_\_\_  
DATE \_\_\_\_\_

\_\_\_\_\_  
DATE \_\_\_\_\_

## ZONING DESIGNATION

Conditional Use Permit LOT AREA \_\_\_\_\_

OTHER CONDITIONAL USES OR  
VARIANCES ON THIS PROPERTY?

The property is used as a golf and country  
club, which includes two tennis courts and  
a swimming pool.

## TAX LOT NUMBER

25-25-04



LEGAL DESCRIPTION: (Attach If Lengthy) Please see attached sheet.

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DESCRIBE CONDITIONAL USE/SPECIAL USE REQUEST: We would like to place a 50-foot fence around the club's driving range, in order to better ensure the safety of people playing golf on the #1 and #2 fairways. We have had several accidents in the past on the area in question, and the only solution is to install a fence around the driving range.

Chapter 17.56.050, Conditional Use Permits states that the Planning Commission can issue a permit only if it finds that: 1) The proposed use is compatible with the intent of the Comprehensive Plan; 2) has no materially detrimental effect on neighboring properties due to excessive noise, lighting or other interference with the peaceful use and possession of said properties; and 3) has been designed to minimize adverse effects on neighboring properties.

In the following space (attach additional pages and drawings as necessary) please describe specifically how your application complies with these considerations.

1. How is the use compatible with the intent of the Comprehensive Plan?

The fence is made of a thin, black nylon material which becomes transparent when viewed from a distance.

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2. Demonstrate that the use will have no detrimental effect on neighboring properties due to excessive noise, lighting or other interference.

The fence is located well inside of our property, and there will be no excessive noise, lighting or other interference to neighboring properties. The fence is made a black nylon material which becomes transparent at 100 yards or more. Therefore, we feel the fence will have no detrimental effect whatsoever on neighboring properties.

3. State specifically how the use has been located or designed to minimize adverse effects on neighboring properties.

The driving range currently has a 12-foot fence made of green vinyl, and the closest property is 100 yards away. We are installing a black nylon fence that will blend into the surroundings and will be held up by natural, wood-colored poles. We do not feel this fence will have an adverse effect on neighboring property.

LEGAL DESCRIPTION

PARCEL A:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 160 FEET OF LOT 1, BLOCK 3, OF THE PLAT OF FAIRWAY VIEW NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 71 OF PLATS, PAGES 2 AND 3, IN KING COUNTY, WASHINGTON, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 12, BLOCK 2, OF SAID PLAT OF FAIRWAY VIEW NO. 2;

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET OF THE WEST 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET OF THE WEST 30 FEET THEREOF;

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER EXCEPT THAT PORTION WITHIN THE PLAT OF FAIRWAY VIEW, ACCORDING TO THE PLAT RECORDED IN VOLUME 65 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON AND EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE WEST 30 FEET THEREOF, AND EXCEPT THE ADDITIONAL SOUTHWESTERLY PORTION THEREOF WHICH LIES WITHIN 80TH AVENUE N.E., AND EXCEPT THE NORTH 350 FEET OF THE SOUTH 380 FEET OF THE WEST 700 FEET OF THE EAST 730 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET OF THE REMAINDER THEREOF.

ALL IN SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL B:

THE EAST THREE-TENTHS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET AND THE EAST 30 FEET THEREOF.

(BEING KNOWN AS TRACTS 235, 236 AND 237 OF HALF-ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).



CITY OF MEDINA  
CONDITIONAL USE/SPECIAL USE  
APPLICATION CHECKLIST

IF THE APPLICATION DOES NOT CONTAIN ALL OF  
THE FOLLOWING ITEMS, IT IS NOT CONSIDERED  
COMPLETE AND WILL NOT BE PROCESSED.

CASE NO: \_\_\_\_\_

PROCEDURES

	APPLICANT	CITY
▶ APPLICATION DATE AT LEAST 20 DAYS BEFORE MEETING .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ NINE (9) SETS IN SEPARATE PACKETS .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ APPLICATION FEE PAID .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ CORNER PROPERTY STAKES IN PLACE AND CLEARLY VISIBLE .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ ONE SET OF MAILING LABELS .....	<input type="checkbox"/>	<input type="checkbox"/>

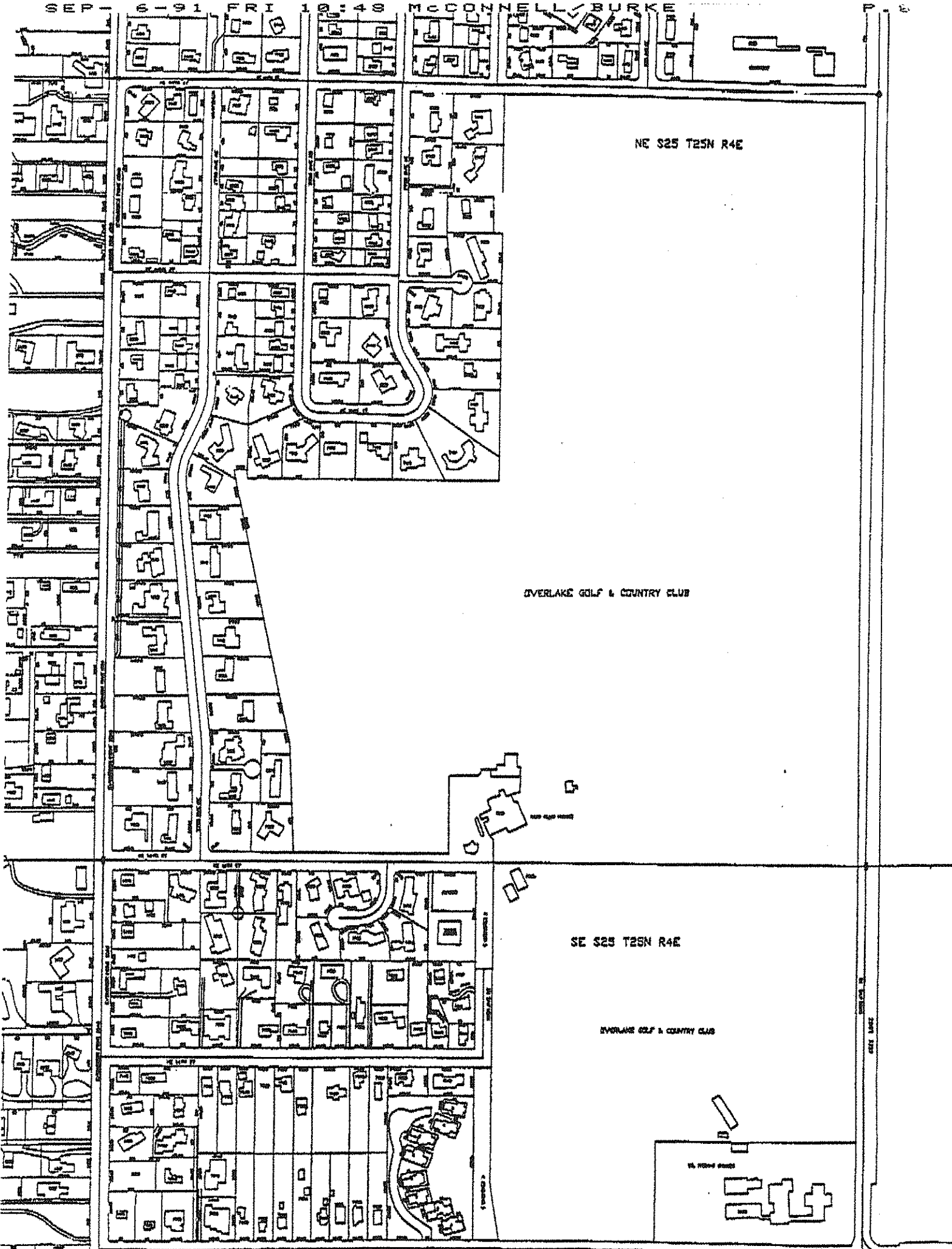
CONTENTS OF APPLICATION PACKETS

▶ APPLICATION FORM .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ SIGNATURE OF APPLICANT/AGENT .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ SIGNATURE(S) OF ALL LEGAL OWNERS .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ ALL QUESTIONS ANSWERED IN FULL .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ VICINITY MAP SHOWING ALL PROPERTIES WITHIN 300 FEET .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ APPLICANT'S PROPERTY HIGHLIGHTED .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ SITE PLAN OF APPLICANT'S PROPERTY .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ ALL REQUIRED INFORMATION INCLUDED .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ IS AREA OF APPLICATION HIGHLIGHTED? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▶ BUILDING PLANS, ELEVATIONS, SECTIONS (IF REQUIRED) .....	<input type="checkbox"/>	<input type="checkbox"/>
▶ OTHER SITE IMPROVEMENTS/INFORMATION (IF REQUIRED OR APPLICABLE) .....	<input type="checkbox"/>	<input type="checkbox"/>
▶ ENVIRONMENTAL CHECKLIST, IF REQUIRED .....	<input type="checkbox"/>	<input type="checkbox"/>

501 EVERGREEN POINT ROAD — POST OFFICE BOX 144 — MEDINA, WA 98039-0144  
TELEPHONE 206-454-9222







Date: 9/18/91  
To: Medina Planning Commission  
From: Bob Burke, Planning Consultant  
Subject: Case No. 144 - Conditional Use Permit

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Applicant: Overlake Golf & Country Club  
Owners: Propriety Members of Overlake Golf & Country Club  
Address: 8000 NE 16th St.  
Zoning: R-20

### REQUEST

To allow installation of a 50' tall fence to enclose the driving range. The fence would be constructed of black nylon net and natural wood poles, and would have a total length of 1515'.

### REVIEW

This request is before the Commission because of the scale of the project and its proximity to residential areas. A driving range is a normal use associated with a golf course and while there will be no change in use the size of the fence represents a significant physical change at the golf course. This raises questions of compatibility with objectives of Medina's Comprehensive Plan, consistency with provisions of the conditional use process, and potential impacts to adjoining properties.

The applicants want to erect a taller fence because there have been several minor injuries resulting from people on the course being struck by golf balls going over the existing fence. The existing fence is 12' tall, made of a green vinyl and is only located along the west side and end of the driving range. The applicants feel the 12' height is inadequate to ensure the safety of those golfers using fairways #1 and #2.

The proposed fence would be located approximately 90 to 100 yards away from the nearest residences on the west side of the course. This is the same location as the existing fence. The new fence would have a greater total length (1515 feet) than what exists, making the enclosure of the driving range more complete. The fence material would be a very thin black nylon netting supported by a number of natural wood poles. The light weight of the netting would not require any horizontal structural members between the poles.

The greatest potential impact would be visual. There are approximately twenty residences adjoining the golf course that would have a direct view of the fence. The applicants have indicated that the thin light weight netting would be essentially transparent when viewed from distances of over 100 yards. They have supplied photos depicting a typical installation and it does appear to be visually unobtrusive at even a closer range. The major visual elements would then be the supporting poles. Since there would be no horizontal structural members between the poles it is unlikely they would be a significant visual intrusion, particularly when viewed from 100 yards away.

The height limit in an R-20 zone is 30'/36'. The poles used in supporting the netting would be 50'+ tall. The applicants must receive a variance to allow the height requested for the proposed fence before a building permit can be issued.

The criteria for approval of a conditional use permit are as follows:

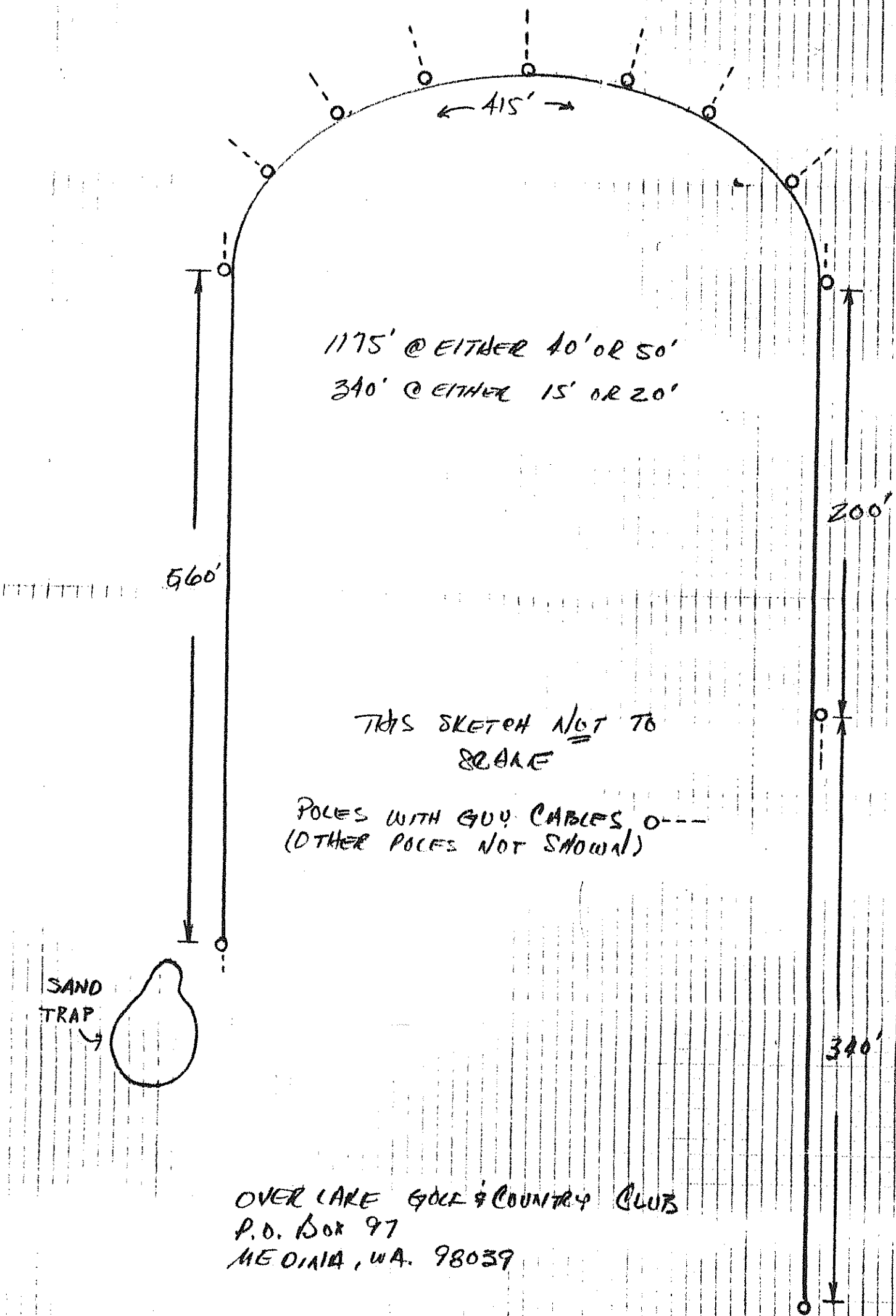
- 1) Is the proposed use compatible with the intent of the Comprehensive Plan?
- 2) It must be demonstrated that the proposed use will have no detrimental effects on neighboring properties due to excessive noise, lighting or other interference.
- 3) It must be specifically shown how the proposed use has been located or designed to minimize adverse effects on neighboring properties.

#### FINDINGS

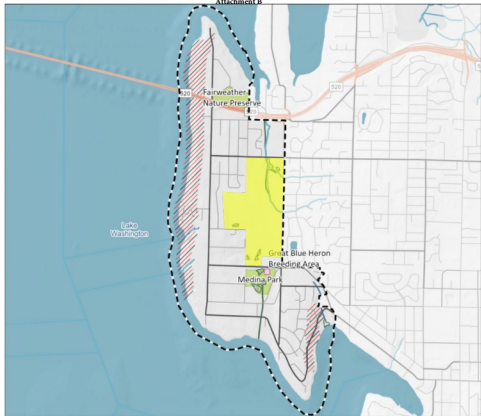
- 1) The proposal is compatible with the comprehensive plan since it is not introducing a new use of this property. A driving range is a normal appurtenance to a golf course and some form of fencing is generally associated with a driving range.
- 2) The fence should have no detrimental effects since it is located at distances greater than 90 yards and constructed of materials that are visually unobtrusive.
- 3) The nylon netting which is the major component of the fence is designed to be nearly invisible when viewed at distances of 100 yards or more. It would likely be a visual improvement over what currently exists.

RECOMMENDATION     Approve, conditional upon receiving a variance allowing the 50' height.

Note: This permit is valid for one year from the date of the Commission's decision.







## Legend

- City Boundary
- Sensitive Areas
- Priority Habitat Area
- Erosion Hazard
- NWI Wetland
- Surface Stream
- OGCC Property

## Critical Areas Map

0359

Date Updated: 5/17/2024



Base Map Service Layers:  
 King County, WA State Parks GIS, Esri, TomTom, Garmin,  
 SoftGraph, GeoTechnologies, Inc., METU/NAIA, USGS,  
 Bureau of Land Management, EPA, NPS, US Census  
 Bureau, USDA, USFWS, King County

# Overlake Range Build

- Experience
  - General Manager of NW Turf Solutions
    - Since 2018, has developed a reputation for providing top tier installation of sport netting, turf, and field care in the Pacific Northwest
    - Notable clients include Lumen Field, T-Mobile Park, Seattle University, and the Tacoma Rainiers
- Expertise
  - One of the primary emphases of NW Turf Solutions has been the installation of Driving Range Poles and netting, which has been a growth area for sports netting and safety
  - NW Turf Solutions has carried out several such projects, including
    - at the Broadmoor Golf Club in Broadmoor, WA
    - Briarwood Country Club, Deerfield, IL
    - Cog Hill Country Club, Lemont, IL
    - Big Bend Golf Center, Valley Park, MO
- Project Background
  - Golf Course Superintendent Cory Brown reached out in late 2021 early 2022 about Driving range solutions.
  - Cory was very interested in our products, knowing we could offer a steel tapered pole (instead of a pipe pole) and the Dyneema netting
  - I Know the club reached out to other contractors, but we offered the most cutting-edge net which would allow less poles and greatly diminishing the visual aspect for the club
  - Over the last 3-4 years we have altered many designs to allow the most visually appealing and safest option for the golfers
  - We also set up a display last spring to allow members to see the product and scale of our poles.
- Recommended Specs of Driving Range Netting and Poles
  - Tapered Steel Poles powder coated to any color to help match the trunks of the adjacent trees
  - Poles to be 15" diameter at ground level and 8" at the top of the pole
  - Steel poles are on 80' centers (30% less poles than any other company can offer)
  - Dyneema #6 netting is specifically engineered for our pole system to allow the poles such large spans.
  - This design also reduces the wind load of the netting, avoiding the necessity of a mid-line rope, and thereby further reducing the visual impacts of the netting
  - #6 Dyneema is virtually invisible to the eye from any distance
  - Industry standard netting is 18-gauge polyester netting where as Dyneema is 6-gauge(1/3 of the diameter) making it very difficult to see

# Overlake Range Build



- 
- In the above picture this is #6 Dyneema netting retro fit on standard pipe poles that are 24" diameter and on 50' centers, the netting is very difficult to see and does not obstruct views although the pole layout and size make a less appealing look.
- The Picture below shows our system with tapered poles and #6 Dyneema netting, this system is at 100' above grade so the pole diameters are larger than we would be installing but represents the clean design and look of our system.

# Overlake Range Build





# Overlake Range Build



- 
- Above is picture of the final pole layout for the range build.

# Overlake Range Build

- Dyneema is a super fiber and in the same family as Kevlar making it very strong and impact resistant.



- The above picture is #6 Dyneema with our 60' Black powder coated poles at Royal Melbourne.

# Probable Golf Instruction

3218 Andres Road, Nanaimo, B.C. V9R 6X2, Canada, phone/text: 604.309.7030

email: [probablegolf@yahoo.ca](mailto:probablegolf@yahoo.ca) website: [www.golfexpertconsulting.com](http://www.golfexpertconsulting.com) & [www.probablegolfinstruction.com](http://www.probablegolfinstruction.com)

## Curriculum Vitae: Expert's Qualifications

Ken Tannar, 3218 Andres Road, Nanaimo, B.C. V9R 6X2, Canada

- ◆ Graduated with a Bachelor of Science with majors in Physics and Mathematics from the University of British Columbia, Vancouver Canada, in 1982.
- ◆ Have been teaching Physics 11 (Intro to physics in Grade 11, 2<sup>nd</sup> to last year of secondary school), Physics 12 (university preparation in physics in Grade 12, graduating year from secondary school), Calculus 12 (first year university/college Calculus) and other senior math for the past 40 years.
- ◆ Have spent the last 30 years researching the literature on the topic of Physics of Golf (a subtopic of the Physics of Sports or the Science of Sports). Much of my research has centered on the organization called the Scientific Congress of Golf, which holds a conference every 4 years.
- ◆ I have developed a computer algorithm that simulates the path a golf ball travels through the air as well as the collision between the various golf clubs and the golf ball. My model takes into account variables such as clubhead speed, loft, ball speed, initial trajectory angle, open, square or closed clubface, backspin, sidespin, air temperature, humidity, density, etc. My model takes into account the same variables as other researchers with comparable results, and agrees well with TrackMan data.
- ◆ My expertise has assisted golf courses, driving ranges, community planning committees and residential properties in mitigating errant golf ball safety issues. The solutions to these issues has involved recommendations about placement and height of safety fences or redesigning of golf holes.
- ◆ My analyses usually involve estimating the likely percentage of errant golf ball intrusion onto a property. I use golf ball trajectory distance and dispersion data from a wide range of golfing abilities (Professional to high handicap amateur). I then use my golf ball trajectory algorithm to simulate likely trajectories of errant golf balls and merge them onto Google Earth images.
- ◆ I am a 4-handicap amateur golfer. I have been quite successful competitively winning dozens of tournaments throughout British Columbia. I have played in many B.C. Amateurs (one year I missed making the Provincial Team by 1 shot) and 3 Canadian Amateurs. I came 12<sup>th</sup> in the 2000 Canadian Champions of Club Champions sponsored by the Royal Canadian Golf Association. I have been Club Champion of a Golf Club 7 times. My lowest 18-hole score is 63 (par 72), lowest competitive score is 67 (par 72) and lowest 2 round competitive score is 67-70 = 137 (par 72).
- ◆ Have utilized the research data of average golfers provided by Trackman Radar (<https://blog.trackmangolf.com/performance-of-the-average-male-amateur/>) as well as that of professional golfers (<https://www.pgatour.com/stats.html>) as golf ball trajectory data is collected throughout the golf season.

I have used my projectile model to provide expert analysis and expert testimony in a number of errant golf ball cases, many of which have been in Australia through Country Club International who has installed safety fences all across the country ([www.countryclub.com.au/services/safety-fencing/](http://www.countryclub.com.au/services/safety-fencing/)), and have consulted a number of golf driving ranges, golf courses and residential properties in the USA and Canada.

Below is a list of many of the projects for which I have provided my expertise:



- ◆ In April, 2003, I provided Expert Testimony for The Royal Automobile Club (RAC) in “The Royal Automobile Club of Queensland Limited v Brisbane City Council & Ors Planning & Environment Court Appeal No. 4544 of 2001”. The case dealt with Brisbane City Council providing a developer to construct a driving range adjacent to the automobile club with nets deemed inadequate from the point of view of the RAC. I was hired to provide expert and statistical evidence that a significant number of golf balls would clear the nets and land in RAC property possible causing damage/injury.

**TESTIFIED IN COURT**

- ◆ I have provided scientific evidence on golf ball trajectories in two litigations in the U.S. involving a golf ball striking a golfer in the eye. In one, I calculated probable angles of impact and in the other did an analysis of reaction times.

**TESTIFIED IN COURT**

- ◆ I provided golf ball trajectory analysis for Hastings Driving Range in Burnaby, B.C. to satisfy city requirements on improvements to the netting system to alleviate errant golf balls.
- ◆ I provided golf ball trajectory analysis for Osoyoos Golf Club in Osoyoos, B.C., to recommend netting height to protect the clubhouse from errant golf balls.
- ◆ In July, 2004, I provided expert testimony for a case in Brisbane, Australia involving errant golf balls being hit from a Driving Range onto a circumscribing golf course.  
Caseldan Pty Ltd v Chang & Chang – Queensland Supreme Court Proceedings No. BS 3207/04
- ◆ In March, 2006, I provided expert testimony for a case in Regina, SK involving errant golf balls being hit from a Golf Course towards adjoining residential properties. **TESTIFIED IN COURT**  
Q.B.G. No. 952/2004, Regina, 2006 SKQB 183
- ◆ In April, 2006, I provided expert analysis for a Driving Range on Vancouver Island that was having a dispute with adjoining properties over errant golf balls. The containment nets needed to be raised and I provided required heights that would contain most errant golf balls. Settled in court.
- ◆ In 2007, provided advice to a proposed Driving Range in Australia that was next to an airport and therefore had height restrictions.
- ◆ In 2007, provided expert advice for a litigation in New Hampshire about an errant golf ball injury to a person in on a Par 3 Course during a “night golf” tournament. Settled out of court.
- ◆ In 2007, provided expert advice to a golf course in Louisiana that wanted to expand their driving range next to a residential area; minimum net heights were provided.
- ◆ In 2007, provided expert advice to two different individuals whose residences adjoined golf courses. I provided them with solutions to their errant golf ball problems. Settled out of court.
- ◆ In 2007, I developed an algorithm (using my computer golf projectile model) which is used in a now leading optical golf rangefinder. The algorithm calculates the distance an uphill or downhill shot will play with inputs of line of sight distance, ascend/descend angle, altitude & temperature.
- ◆ In 2008, advised a golf course in Nelson, BC, about the required heights of netting to protect an adjacent property.
- ◆ In 2009, advised a golf course in Medicine Hat, AB, about required net heights of their driving range which runs adjacent to one of their golf holes.
- ◆ In 2009/10, expert witness in a litigation in Ventura, CA, involving a residence and golf course. I testified in court about the expected frequency of golf balls that would leave one of the golf holes and land on or near the residential property. **TESTIFIED IN COURT**
- ◆ In 2010, advised a golf course in Lake Oswego, OR, about required net heights for their driving range.
- ◆ In 2011, advised a golf course in New York about required nets required to protect an adjoining residence. Case in progress. May testify in court.



- ◆ In 2011, I began to advise an Australian Company on a new technology for Driving Ranges that utilizes Doppler Radar Tracking and on site golf lessons.
- ◆ In 2012, I advised a golf course in Brighton, MA about net heights and teeing ground barriers necessary to protect an adjacent residential neighbourhood consisting of a children's playground.
- ◆ In 2012, I advised a driving range in Cumming, Georgia, that was closed down due to a court injunction as an adjacent neighbour had filed suit claiming many errant golf balls. I proposed increased net heights and alternate teeing grounds to resolve the dispute.
- ◆ In 2012, I advised a golf course in Woy Woy, New South Wales, Australia, on net height requirements on two holes: a par 3 and a par 4. The nets were required to protect adjacent residential properties.
- ◆ In 2013, I advised on an incidence in Colorado in which a golfer was struck in the eye by a golf ball from an adjacent fairway.
- ◆ In 2013, I advised on nets required on a golf course in Los Angeles to contain errant golf balls from exiting the golf course and landing onto an adjacent business. Appeared and made presentation to Zoning Administrators.
- ◆ In 2014, I advised a golf course in Sydney, Australia, about required net heights to contain golf balls from hitting adjacent residential properties.
- ◆ In 2014, I advised on a golf ball injury case in New Jersey in which a person was struck by a golfball in the head while in the back yard of a residence, adjacent to a golf course. I provided probabilities of trajectories as well as net height requirements.
- ◆ In 2014, I advised a resident adjacent to a golf course near Niagra, Ontario, that was being bombarded with errant golf balls. I advised on required net heights and made recommendations for golf course hole design changes.
- ◆ In 2015, advised on a legal dispute between golf course and homeowners near Chicago, IL, about width of the golf hole corridor and location of homes, relative to errant golf ball trajectories.
- ◆ In 2015, advised a company that provides wedding venues by leasing space on a golf course near Boston, MA, about the safety of the location of the venue relative to errant golf balls.
- ◆ In 2015, advised a Driving Range in Ohio about required new net heights and location of tee bays to reduce/eliminate golf balls leaving the property (reduce loss of the range balls and protect new residential development).
- ◆ In 2015, advised a golf course in New South Wales, Australia, about required net heights on two golf holes. One hole is adjacent to a recreation park and the other adjacent to a school.
- ◆ In 2016, advised a golf course in Massachusetts about required nets required to protect adjacent residential properties as one of the residents is suing the golf course.
- ◆ In 2016, advised a Driving Range in New York about required net height.
- ◆ In 2016, advised a newly proposed Driving Range in Victoria, Australia, about minimum net heights for full containment using standard range balls and limited flight range balls.
- ◆ In 2016, advised a resident about required net heights to protect their property against errant golf balls hit from an adjacent golf hole in Delaware, USA.
- ◆ In 2017, advised a Golf Course in Saskatchewan about using different teeing areas and/or Tee Side Deflecting nets to contain golf balls from reaching new, adjacent residential properties
- ◆ In 2017, advised a developer in Sydney, Australia about net heights required in the redesign of a golf course with new residential lots.

- ◆ In 2017, advised a Driving Range near Sydney, Australia about required net heights to contain golf balls in order to protect an adjacent roadway.
- ◆ In 2017, advised a Golf Course in Alabama that was in litigation with a homeowner receiving golf balls from the Driving Range. I recommended required net heights with standard range golf balls and limited flight range golf balls.
- ◆ In 2017, advised a golf course in New Jersey about an errant golf ball problem related to their tennis courts. I recommended net heights for the current teeing area as well as for a new teeing area (which made the hole longer).
- ◆ In 2018, advised on an errant golf ball head injury which occurred at a Driving Range in Louisiana. There were issues with safety practices.
- ◆ In 2018, advised a golf course near Melbourne on recommended net heights to contain balls from landing onto residential properties and roadways.
- ◆ In 2019, advised a legal firm in Nova Scotia in a lawsuit about a golfer being struck by a golf ball hit by another golfer playing behind. Analysis of the trajectory and conditions found that the defendant followed the appropriate golf safety rules and met the standard of golf practice in this instance.
- ◆ In 2019, worked on numerous other analyses/reports for golf courses, driving ranges, legal firms and residential property owners.
- ◆ In 2020, worked on a number of new projects in Australia (golf courses and golf driving ranges), as well as two litigations in the US.
- ◆ In 2021, I've analyzed and consulted on 14 projects in Australia and the US.
- ◆ In 2022, I've analyzed and consulted on 12 projects in Australia and the US as well as 2 in Canada.
- ◆ In 2023-2024, I continued to provide consultation with numerous errant golf ball projects. One in the US provided guidance to a community planning committee about a proposed residential development in between two golf holes at a golf course. The committee was assessing whether to grant a property use variance for the land in question.