

Renaissance Code Enforcement Hearing

June 23, 2025

9:30 a.m. to 10:03 a.m.

APPEARANCES:

Amanda Rivera, Hearing Examiner

David Halverson, ESQ.

Anthony Rodriguez

Sarah Jackson

Anthony P. Pires, ESQ.

Zachary W. Lombardo, ESQ.

Benjamin Smith

Jonathan T. Guzman, Lee County Code Enforcement Specialist

<p style="text-align: right;">Page 2</p> <p>1 THE HEARING EXAMINER: Good morning. My name is</p> <p>2 Amanda Rivera, I'm the hearing examiner presiding over</p> <p>3 today's case.</p> <p>4 The date is June 23, 2025.</p> <p>5 Because this is a quasi judicial hearing, all</p> <p>6 evidence and testimony must be taken under oath.</p> <p>7 So if you intend to speak, if you could please</p> <p>8 raise your hand.</p> <p>9 (Witnesses sworn in.)</p> <p>10 THE HEARING EXAMINER: Thank you. First, I want</p> <p>11 to thank both of the parties for the copious amount of</p> <p>12 documents you provided to me. I have reviewed them in</p> <p>13 thorough detail, and I am very prepared for today's</p> <p>14 cases.</p> <p>15 So turning to the first case, the first one I</p> <p>16 have is 08338.</p> <p>17 Has that case been withdrawn?</p> <p>18 MR. HALVERSON: 338, it's my understanding that</p> <p>19 it has; is that correct?</p> <p>20 MR. GUZMAN: Agree.</p> <p>21 MR. HALVERSON: And before staff presents these</p> <p>22 cases, I just want to kind of give a brief</p> <p>23 introduction.</p> <p>24 THE HEARING EXAMINER: Okay. You can; however,</p> <p>25 with case 02026 relating to the golf course, that</p>	<p style="text-align: right;">Page 4</p> <p>1 the documents say.</p> <p>2 And there's nothing in the LDC that I can find or</p> <p>3 that was presented in any of these documents that say</p> <p>4 that commercial golf courses are commercial or</p> <p>5 noncommercial, absent some additional restrictions</p> <p>6 that you typically see in the RPD zoning resolution</p> <p>7 itself, which we don't have.</p> <p>8 So I respect -- irrespective of what that is, I</p> <p>9 spent a lot of time with this and going through</p> <p>10 everything. Regardless of whether that was an</p> <p>11 accurate statement or not, as a matter of law, it's a</p> <p>12 permitted use. And the commercial nature of it cannot</p> <p>13 be restricted without some additional documentation</p> <p>14 showing that that's what, indeed, is within the</p> <p>15 documents, and we don't have that. So that case</p> <p>16 cannot proceed.</p> <p>17 The other three cases, I'm ready to hear you</p> <p>18 present, and if you can present them in tandem because</p> <p>19 they are intrinsically linked and then we can discuss</p> <p>20 on the other side.</p> <p>21 Are you presenting those cases or is that coming</p> <p>22 from him?</p> <p>23 MR. HALVERSON: He's presenting.</p> <p>24 But I just wanted to, before he gets into it, I</p> <p>25 just want to say, you know, you talk about</p>
<p style="text-align: right;">Page 3</p> <p>1 case, I'm going to give Seth the opportunity to</p> <p>2 withdraw or I'm issuing an order finding no violation</p> <p>3 in that case, before you get into that testimony.</p> <p>4 So I'll give you the option of which way you want</p> <p>5 to go.</p> <p>6 Golf course is a permitted use under both of the</p> <p>7 zoning resolutions, and there's nothing in the LDC or</p> <p>8 the zoning resolutions that speaks to the commercial</p> <p>9 nature of that. So that case cannot proceed.</p> <p>10 MR. HALVERSON: Well, in reviewing respondent's</p> <p>11 brief, I did find something interesting in regards to</p> <p>12 the TIS report that was referenced saying, if it</p> <p>13 contemplated both private and public use, I went back</p> <p>14 after seeing that, read the transcript of the HEX</p> <p>15 hearing for the Renaissance North RPD.</p> <p>16 I brought copies for Your Honor and opposing</p> <p>17 counsel, if that's okay.</p> <p>18 What I'm providing -- give me one second.</p> <p>19 MR. LOMBARDO: Your Honor, while he gathers</p> <p>20 that --</p> <p>21 THE COURT: The issue is not a matter of facts;</p> <p>22 it is an issue of law.</p> <p>23 Golf course is a permitted use. It's not an</p> <p>24 identical or ideal definition of what the County may</p> <p>25 have intended at that time, but we're stuck with what</p>	<p style="text-align: right;">Page 5</p> <p>1 5-2025-02 -- 02026, Mr. Guzman will be presenting</p> <p>2 5-2025-02031 and BIO 5-2025-02032.</p> <p>3 All the violations stem from unpermitted uses</p> <p>4 taking place on the Renaissance. You already</p> <p>5 addressed it. June 2nd, I submitted a brief,</p> <p>6 including exhibits to your office, opposing counsel</p> <p>7 presented a copy of this brief, as well.</p> <p>8 This brief, required by Chapter 162 of the LDC</p> <p>9 was provided as a courtesy in advance of the hearing</p> <p>10 today.</p> <p>11 On June 18th, the respondent submitted a reply</p> <p>12 brief with accompanying exhibits.</p> <p>13 Now, you already have the County's 21-page brief</p> <p>14 and the exhibits, and the 71-page brief. These briefs</p> <p>15 are extensive and set forth the position of both</p> <p>16 parties.</p> <p>17 Following Mr. Guzman's presentation, I would say</p> <p>18 it's not necessary for the parties to restate</p> <p>19 everything that has already been put in writing in the</p> <p>20 briefs. Of course, we're happy to answer any</p> <p>21 questions you have.</p> <p>22 And the County does have a lay witness who is a</p> <p>23 resident of Renaissance who is prepared to offer her</p> <p>24 testimony this morning if you would like any</p> <p>25 additional testimony on the daily activities</p>

<p style="text-align: right;">Page 6</p> <p>1 occurring.</p> <p>2 So, with that, I'll turn it over to Mr. Guzman.</p> <p>3 MR. LOMBARD: Your Honor, we filed motions to</p> <p>4 dismiss for all these based on procedural due process</p> <p>5 grounds, and I think it would be appropriate to argue</p> <p>6 those before stepping into evidence because, one of</p> <p>7 the things that was just noted is, while there are</p> <p>8 91 pages of briefs, what this indicates is that there</p> <p>9 is some ambiguity here. And what is most concerning</p> <p>10 to my client is that the position taken by the County</p> <p>11 was first provided in June.</p> <p>12 These are March violations.</p> <p>13 THE COURT: I understand. And I don't want to</p> <p>14 interrupt you. You made those arguments, and I read</p> <p>15 them.</p> <p>16 Our procedure does not allow for prehearing</p> <p>17 motions of that nature for motions to dismiss; that's</p> <p>18 why I didn't rule on those.</p> <p>19 MR. LOMBARD: Understood.</p> <p>20 THE HEARING EXAMINER: I reviewed them and I'm</p> <p>21 familiar with the points you're making, aside from the</p> <p>22 procedural defect that sounds like they've already</p> <p>23 cured under 08338, that case was the one that was not</p> <p>24 signed, I believe, was the issue, and they've</p> <p>25 withdrawn that.</p>	<p style="text-align: right;">Page 8</p> <p>1 resolution in Z-02-008 and LDC section 34-934.</p> <p>2 Personal services group two is not listed in the</p> <p>3 approved scheduled uses for the Renaissance South</p> <p>4 residential planned development, pursuant to</p> <p>5 resolution V-02-008 section B(2)(a).</p> <p>6 This condition violates Lee County land</p> <p>7 development code Section 34-378 A. Noncompliance with</p> <p>8 applicable plan development zone regulations and</p> <p>9 established in zoning regulation Z-02-008 section</p> <p>10 B(2)(a).</p> <p>11 The action necessary to correct this violation is</p> <p>12 complete cessation of the personal services group two</p> <p>13 use immediately or rezone property to a zoning</p> <p>14 district that allows the personal services group two</p> <p>15 currently taking place.</p> <p>16 Notice of violation in and of this hearing was</p> <p>17 provided via accepted certified mail to the property</p> <p>18 owner as reflected in the case record. Presented are</p> <p>19 conditions of the condition prompting the notice of</p> <p>20 violation.</p> <p>21 These photos were taken by myself on 3/12/2025</p> <p>22 and on 6/18/2025. These pictures accurately reflect</p> <p>23 the condition of the property. I inspected the</p> <p>24 property on 6/18/2025 and found these violations still</p> <p>25 exist as evidence by photo and the case record.</p>
<p style="text-align: right;">Page 7</p> <p>1 So the other ones are ready to proceed, and I</p> <p>2 would like to hear what they have to say. I've got</p> <p>3 some questions, but I agree with the County attorney,</p> <p>4 we don't need to rehash anything that was contained</p> <p>5 within the documents because I have read those and I'm</p> <p>6 well prepared, so if you can please continue.</p> <p>7 MR. GUZMAN: Yes.</p> <p>8 For the record, my name is Jonathan T. Guzman,</p> <p>9 and I have been sworn. I am a Lee County code</p> <p>10 enforcement specialist assigned to case number BIO</p> <p>11 2025-02029.</p> <p>12 The property owner associated with this case is</p> <p>13 Concert Renaissance, LLC.</p> <p>14 I inspected the property at 12771 Renaissance</p> <p>15 Way, Fort Myers, Florida 33912, on 3/12/2025 and</p> <p>16 found the following condition: Zoning violation,</p> <p>17 operating commercial business beauty salon, spa,</p> <p>18 massages, facials, fitness center, et cetera,</p> <p>19 classified as personal use, personal services group</p> <p>20 two, beauty salon, spa, massages, facial, fitness</p> <p>21 center, et cetera, pursuant to Lee County development</p> <p>22 code Section 34-622C33 in conjunction with the</p> <p>23 operation of a commercial club in a residential</p> <p>24 planned development.</p> <p>25 It is inconsistent with the approved zoning</p>	<p style="text-align: right;">Page 9</p> <p>1 Property is occupied. I've had contact with the</p> <p>2 general manager.</p> <p>3 I swear and affirm the photos fairly and</p> <p>4 accurately depict the condition of the property. I</p> <p>5 hereby enter the case file and the digital plan into</p> <p>6 the official record.</p> <p>7 MR. LOMBARD: At this point, we object to the</p> <p>8 photos to coming in as irrelevant. They don't show</p> <p>9 the building and a locational sign, which, to my</p> <p>10 understanding, the allegation is a use allegation, not</p> <p>11 a condition of property allegation. And so we would</p> <p>12 object to all photos that were just presented.</p> <p>13 THE HEARING EXAMINER: Noted. Thank you.</p> <p>14 Please continue.</p> <p>15 MR. GUZMAN: I hereby enter the case file into</p> <p>16 the official record.</p> <p>17 If the hearing examiner finds the violation, the</p> <p>18 County would request \$285 hearing cost, \$1,000 per day</p> <p>19 in daily fines, and as soon as compliant, inspection.</p> <p>20 THE HEARING EXAMINER: Can you pause for one</p> <p>21 second.</p> <p>22 Sir, can you go back to the second photo that you</p> <p>23 showed of the website?</p> <p>24 The next one.</p> <p>25 The next one.</p>

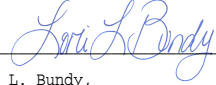
<p style="text-align: right;">Page 10</p> <p>1 Sorry, they're not numbered.</p> <p>2 MS. JACKSON: Yeah, there's a few of them.</p> <p>3 THE HEARING EXAMINER: Can you go back?</p> <p>4 There.</p> <p>5 Hold on. Okay. So that says residents and club</p> <p>6 members, and that was in the documents the County</p> <p>7 submitted already.</p> <p>8 So the question I have on this is: Is the County</p> <p>9 asserting it's open to the public at large or that</p> <p>10 it's open to nonresident guests or nonresident</p> <p>11 members?</p> <p>12 MR. GUZMAN: We're asserting that it's open to</p> <p>13 the public.</p> <p>14 THE HEARING EXAMINER: So why is a member of the</p> <p>15 public with no relationship to Renaissance whatsoever</p> <p>16 could frequent or go to the spa and make an</p> <p>17 appointment? That's the only question of fact I have</p> <p>18 on this case.</p> <p>19 MR. HALVERSON: That was something that I brought</p> <p>20 up in my brief was that there is a link to online</p> <p>21 booking, which would suggest any member of the public</p> <p>22 could book a treatment. I know opposing counsel would</p> <p>23 probably have something to say in response to that</p> <p>24 saying that, well, it's only members, whether that's</p> <p>25 verified if something is booked.</p>	<p style="text-align: right;">Page 12</p> <p>1 staff. There is an e-mail that would have to go to</p> <p>2 them. They would have to be registered to a member of</p> <p>3 The Club, they have to have a member number, or</p> <p>4 they're just simply rejected and they don't get to</p> <p>5 book their spa treatment.</p> <p>6 We have gone back and looked at all the records.</p> <p>7 THE HEARING EXAMINER: Thank you.</p> <p>8 MR. RAINVILLE: Thank you.</p> <p>9 THE HEARING EXAMINER: You can present the next</p> <p>10 case, please.</p> <p>11 MR. HALVERSON: Madam hearing examiner, can I</p> <p>12 just respond to something he said?</p> <p>13 THE HEARING EXAMINER: Yes.</p> <p>14 MR. HALVERSON: Part of the issue is that they're</p> <p>15 saying that this spa center is more or less an</p> <p>16 accessory to a private club.</p> <p>17 Our whole position on this thing is this is not a</p> <p>18 private club as that term is defined at Renaissance.</p> <p>19 It's a commercial club, So that includes non-residents</p> <p>20 of Renaissance who are members of this community, we</p> <p>21 do believe people using reciprocity with other clubs.</p> <p>22 My understanding, it's over 100-plus different</p> <p>23 clubs can all come here, so we would say that this spa</p> <p>24 would need to be limited to the residents of</p> <p>25 Renaissance to be consistent with a private club.</p>
<p style="text-align: right;">Page 11</p> <p>1 I find it highly unlikely, if I were to book a</p> <p>2 massage, that they would turn me away at the gate</p> <p>3 because I wasn't a member.</p> <p>4 THE HEARING EXAMINER: Okay.</p> <p>5 MR. LOMBARD: Would it be helpful for us to call</p> <p>6 a witness on this point? We did submit in the brief</p> <p>7 the policy for this. Mindbody online is a vehicle</p> <p>8 that is used; however, it is and remains members only</p> <p>9 and guests of members.</p> <p>10 THE HEARING EXAMINER: Okay. Just on that</p> <p>11 limited point, I would receive your testimony.</p> <p>12 Please state your name for the record.</p> <p>13 MR. RAINVILLE: Rick Rainville, general manager</p> <p>14 The Club.</p> <p>15 We use Mindbody because it's a platform</p> <p>16 specifically for spa booking is really what it is.</p> <p>17 Our point of sale does not have a platform for spa;</p> <p>18 that's why we use that. There's safeguards in place.</p> <p>19 We have never, since I have been there for three</p> <p>20 years, booked a spa treatment for anyone who is a</p> <p>21 nonmember or non-member guest.</p> <p>22 THE HEARING EXAMINER: Okay. And if they were</p> <p>23 attempt to do so, what would --</p> <p>24 MR. RAINVILLE: If they were attempt to do so,</p> <p>25 that has to go through to our spa manager and our spa</p>	<p style="text-align: right;">Page 13</p> <p>1 MR. LOMBARD: Your Honor, may I --</p> <p>2 THE HEARING EXAMINER: I understood that. That's</p> <p>3 all been covered in the documents.</p> <p>4 My only question was the factual question.</p> <p>5 And we can go to the next case now.</p> <p>6 Thank you.</p> <p>7 MR. GUZMAN: For the record, my name is</p> <p>8 Jonathan T. Guzman, and I have been sworn. I am Lee</p> <p>9 County code enforcement specialist assigned to case</p> <p>10 number BIO 2025-02021. The property associated with</p> <p>11 the case is Concert Renaissance, LLC.</p> <p>12 I inspected the property at 12771 Renaissance</p> <p>13 Way, Fort Myers, Florida 33912 on 3/12/2025 and found</p> <p>14 the following conditions: Zoning violation, operating</p> <p>15 a restaurant, which is not limited to the residents of</p> <p>16 the Renaissance community, classified as a restaurant,</p> <p>17 group three, classified pursuant to LDC</p> <p>18 Section 34-622C43 in conjunction with the operation of</p> <p>19 commercial club and is inconsistent with the approved</p> <p>20 zoning resolution Z-02-008 and LDC Section 34-934.</p> <p>21 Restaurant group three is not listed in the</p> <p>22 approved schedule of uses for the Renaissance South</p> <p>23 Renaissance planned development pursuant to resolution</p> <p>24 Z-02-008 section B(2)(a).</p> <p>25 This condition violates Lee County land</p>

<p style="text-align: right;">Page 14</p> <p>1 development code Section 34-378 A, noncompliance with 2 applicable planned development zone regulations 3 established in the zoning resolution, Z-02-008 section 4 B(2)(a). 5 The action necessary to correct this violation is 6 complete cessation of the restaurant group three use 7 immediately by limiting food and beverage services to 8 only members of the Renaissance HOA, consistent with 9 the definition of food and beverage service limited 10 pursuant to LCD Section 34-2 as listed in the approved 11 schedule of uses for the Renaissance South residential 12 planned development pursuant to resolution Z-02-008 13 section B(2)(a) or rezone property to a zoning 14 district that allows the restaurant group three use 15 currently taking place. 16 Notice of the violation and of this hearing was 17 provided via accepted certified mail to the property 18 owner, as reflected in the case record. 19 Presented are pictures of the condition prompting 20 the notice of violation. These photos were taken by 21 myself on 3/12/2025 and on 6/18/2025. These pictures 22 accurately reflect the condition of the property. 23 I inspected the property on 6/18/2025 and found 24 the violations still exist as evidenced in the photo 25 by photo and the case record.</p>	<p style="text-align: right;">Page 16</p> <p>1 day daily fines, and as soon as compliance inspection. 2 This concludes my testimony for this case. 3 THE HEARING EXAMINER: I have the same question 4 as the last case. Is this open to the public at large 5 or is it open to residents and guests? 6 MR. RAINVILLE: May I? 7 THE HEARING EXAMINER: Yes, please. 8 MR. RAINVILLE: The restaurant is not open to the 9 public at large. 10 (Everyone in the crowd speaks simultaneously.) 11 THE HEARING EXAMINER: Everybody; this is a 12 proceeding that is open to the public, but we do not 13 accept public testimony. 14 So I hear what you are saying; your displeasure 15 is noted; however, in this proceeding, it's not 16 relevant. 17 MR. RAINVILLE: Members and member guests. 18 THE COURT: And how is that controlled? 19 MR. RAINVILLE: How is that controlled? 20 Well, two things: Number one, all guests coming 21 to the club have to come through the gate house, which 22 names are provided to the gate. So general public 23 just doesn't get in the community, number one. 24 And, number two, if there is a guest who is not a 25 member or member guest or reciprocal guest, then they</p>
<p style="text-align: right;">Page 15</p> <p>1 The property is occupied. 2 I have had contact with the general manager. 3 I swear and affirm the photos fairly and 4 accurately depict the condition of the property. 5 I hereby enter the case file into the official 6 record. 7 MR. LOMBARDO: We, again, object to all the 8 photographs since they are not relevant. They don't 9 even show a single person present in any of them. 10 It's hard to imagine that commercial restaurant has no 11 hostess, waiters, anything. 12 The menu is also irrelevant. There's no 13 requirement that a private club provide free food to 14 its members. So the fact they have a menu specifying 15 what have kind of food they serve is also irrelevant. 16 I would also object to Google reviews because a 17 lot of these are talking about weddings; not a 18 restaurant. I don't think a single review talks about 19 eating at the restaurant as just a member of the 20 public. 21 THE HEARING EXAMINER: Continue. 22 MR. GUZMAN: I hereby submit the case file and 23 digital plan into the record. 24 If the hearing examiner finds the violation, of 25 the County would request \$285 hearing cost, \$1,000 per</p>	<p style="text-align: right;">Page 17</p> <p>1 would be asked by the staff what their member number 2 is, are you a member of The Club. 3 If you're a guest, we do mostly member charge, 4 but, for guests, we do take credit cards. 5 That's it. 6 THE HEARING EXAMINER: Thank you. 7 Does the County have any competing factual 8 response to that question? 9 MR. HALVERSON: Can I cross examine him really 10 quick? Sorry, I forgot his name. 11 12 CROSS-EXAMINATION 13 14 BY MR. HALVERSON: 15 Q. Good morning. 16 Can you state your name for the record? 17 A. Rick Rainville. 18 Q. Mr. Rainville, what is your position at The Club 19 at Renaissance? 20 A. General manager. 21 Q. And when did you start there? 22 A. September '22. 23 Q. Just to get to the point, there are events open 24 to the public at The Club Renaissance; correct? 25 MR. LOMBARDO: Objection. Relevance. This is</p>

<p style="text-align: right;">Page 18</p> <p>1 the case about the restaurant; not the events.</p> <p>2 THE HEARING EXAMINER: This is the restaurant</p> <p>3 case. I know we'll get to the next case.</p> <p>4 MR. HALVERSON: I'm getting to the restaurant</p> <p>5 issue.</p> <p>6 THE WITNESS: Open to the public event?</p> <p>7 BY MR. LOMBARDO:</p> <p>8 Q. Events, yes.</p> <p>9 A. We have events at the club that are either member</p> <p>10 sponsored or wedding or bar mitzvah. Those are the only</p> <p>11 events.</p> <p>12 (Everyone in the crowd speaking simultaneously.)</p> <p>13 THE COURT: Again, I apologize. I need to be</p> <p>14 able to hear the responses. It is open to the public.</p> <p>15 If you are not able to contain yourself, there are</p> <p>16 other rooms you can have overflow, so you can still</p> <p>17 see the proceedings. But I need to focus on the</p> <p>18 testimony, and I appreciate your respect of that.</p> <p>19 THE WITNESS: Yeah, these are events that we've</p> <p>20 had they're limited one and two, they're not open to</p> <p>21 the public, private events that are booked at The</p> <p>22 Club, so they are guests of The Club.</p> <p>23 BY MR. LOMBARDO:</p> <p>24 Q. But the attendees are not members, correct, not</p> <p>25 all the time?</p>	<p style="text-align: right;">Page 20</p> <p>1 assigned to case number BIO 2025-02032. The property</p> <p>2 owner associated with this case is Concert</p> <p>3 Renaissance, LLC.</p> <p>4 I inspected the property at 13771 Renaissance</p> <p>5 Way, Fort Myers, Florida 33912 on 3/12/2025 and found</p> <p>6 the following condition: Zoning violation, operating</p> <p>7 a recreational facility commercial group five --</p> <p>8 correction, group four, classified or pursuant to LCD</p> <p>9 section 34-622C38, in a residential planned</p> <p>10 development without zoning approval by allowing</p> <p>11 nonresidents to book the clubhouse facility for</p> <p>12 events, including, but not limited to, private shows,</p> <p>13 holiday parties, golf tournaments, charity events, et</p> <p>14 cetera.</p> <p>15 The commercial business promotes the sale of</p> <p>16 individual memberships to individuals living outside</p> <p>17 the Renaissance committee through social media ads and</p> <p>18 e-mails.</p> <p>19 This condition violates Lee County land</p> <p>20 development code Section 34-378A not in compliance</p> <p>21 with applicable plan development zone regulations</p> <p>22 established in zoning resolution Z-02-008 section</p> <p>23 B(2)(a).</p> <p>24 The action necessary to correct this violation is</p> <p>25 complete cessation of the recreation facility,</p>
<p style="text-align: right;">Page 19</p> <p>1 A. In some cases, the attendees are not members.</p> <p>2 Q. Well, the attendees that aren't members, if they</p> <p>3 wanted to stick around and have a burger at the</p> <p>4 restaurant, would they be able to do so?</p> <p>5 A. If they're not part of the event, no.</p> <p>6 Q. If they were part of the event but not a member,</p> <p>7 they could eat at the restaurant; correct?</p> <p>8 A. They could not eat -- if they were part of the</p> <p>9 event -- so we have an event, there's a scope of the</p> <p>10 event, there's a time for the event, when it begins and</p> <p>11 when it ends, then they would get their service during</p> <p>12 that time.</p> <p>13 If they're not there for that event or during</p> <p>14 that event, then they would not be served. They can't</p> <p>15 just come up and order a burger, as you mentioned.</p> <p>16 Q. I'm saying at the time of the event, the event</p> <p>17 attendees can utilize the restaurants; correct?</p> <p>18 A. Correct.</p> <p>19 Q. All right. That's all I have.</p> <p>20 THE HEARING EXAMINER: Thank you.</p> <p>21 Can you proceed with the next case, please?</p> <p>22 MR. GUZMAN: Yes.</p> <p>23 For the record, my name is Jonathan T. Guzman,</p> <p>24 and I have been sworn.</p> <p>25 I am Lee County code enforcement specialist</p>	<p style="text-align: right;">Page 21</p> <p>1 commercial group four by discontinuing the leasing of</p> <p>2 the clubhouse facility for outside events until the</p> <p>3 property is rezoned to a zoning district that allows</p> <p>4 the recreation facility commercial group four use</p> <p>5 currently taking place or operate the golf course as a</p> <p>6 club private as approved in the zoning resolution</p> <p>7 Z-01-041, section A, section B(2)(a), and zoning</p> <p>8 resolution Z-02-008, section B(2)(a).</p> <p>9 Notice of this violation in and of this hearing</p> <p>10 was provided via accepted certified mail to the</p> <p>11 property owner, as reflected in the case record.</p> <p>12 Representative are the pictures of the condition</p> <p>13 prompting the notice of violation.</p> <p>14 These photos were taken by myself on 3/12/2025</p> <p>15 and on 6/18/2025.</p> <p>16 These pictures accurately reflect the condition</p> <p>17 of the property.</p> <p>18 I inspected the property on 6/18 and found the</p> <p>19 violation still exists, as evidence by photo in the</p> <p>20 case record.</p> <p>21 The property appears to be occupied.</p> <p>22 I have had contact with the general manager.</p> <p>23 And I swear and affirm the photos and digital</p> <p>24 plan fairly and accurately depict the condition of the</p> <p>25 property.</p>

<p style="text-align: right;">Page 22</p> <p>1 I hereby enter the case file from digital plan 2 into the record.</p> <p>3 MR. LOMBARDO: At this point, we would, again, 4 object to the photos -- series of objections -- all 5 photographs, there's not a single person shown, so 6 they don't picture any of the events, so they're not 7 event advertisement because we don't see -- we don't 8 see any authentication to show whether these events 9 actually happened or whether these are just 10 advertisements of potential events.</p> <p>11 THE HEARING EXAMINER: So, again, I understand 12 the objection. The issue today, I think we can all 13 agree, and apologize for interrupting you, I'll let 14 you get back to that, is exactly what the County 15 attorney stated is: Is it a private club or is it 16 something else.</p> <p>17 So, to the point that those objections -- you're 18 not objecting that these events were advertised or 19 even occurred; it sounds like your assertion by law is 20 that they would be permitted to occur even if they 21 happened.</p> <p>22 So I don't want to take time parsing about 23 whether they've been authenticated or not, it's really 24 irrelevant to the issue.</p> <p>25 So if you can continue.</p>	<p style="text-align: right;">Page 24</p> <p>1 meet?</p> <p>2 Because if they are a private club, they may also 3 be a commercial club, they may be a country club, 4 which, frankly, I think is probably a most appropriate 5 use, but that's outside of the scope because they 6 haven't been cited for being a country club.</p> <p>7 The recreation facility group four use that 8 they've been cited for deals with things on a much 9 different scale, and, frankly, I don't think that's 10 what the use was intended to encompass.</p> <p>11 It sounds like all these events are taking place 12 at the clubhouse; is that correct?</p> <p>13 MR. LOMBARDO: Yes.</p> <p>14 THE HEARING EXAMINER: Does the County agree.</p> <p>15 MR. HALVERSON: (Nodded head.)</p> <p>16 THE HEARING EXAMINER: So that particular 17 building, that structure, I don't think was intended 18 to be a recreation facility because recreation 19 facility is included as a permitted use in both the 20 North and the south RPDs, so if it was meant to only 21 include the clubhouse, that was included in the south 22 RPD as a private club, and then also including the 23 golf course because it sounds like the golf course 24 maybe flows over the property line is what we were 25 included.</p>
<p style="text-align: right;">Page 23</p> <p>1 Thank you.</p> <p>2 MR. GUZMAN: If the hearing examiner finds a 3 violation, the county would request \$285 hearing cost, 4 \$1,000 per day daily fine, and as soon as compliance 5 inspection.</p> <p>6 This concludes my testimony.</p> <p>7 THE HEARING EXAMINER: Thank you.</p> <p>8 So those three cases together, again, I asked you 9 to present them because it does all, as the County 10 attorney said, fall under the umbrella of what use is 11 it.</p> <p>12 You've been cited for a number of things, but the 13 assertion is that they are all attendant and ancillary 14 to your private club use; correct?</p> <p>15 Okay. Again, this is a case where the code 16 doesn't say what it sounds like a lot of folks in the 17 room what the County want it to say, which is 18 unfortunate. But I need clarification on one last 19 point from the County attorney, which is you've 20 identified them as being a commercial club, which they 21 might be, but that does not exclude them from 22 potentially meeting the definition, as well, for a 23 private club.</p> <p>24 So is there anything in the private club 25 definition that you object to and say that they do not</p>	<p style="text-align: right;">Page 25</p> <p>1 MR. LOMBARDO: It does.</p> <p>2 THE COURT: But recreation facilities is speaking 3 to things like the pool and the tennis courts and the 4 racquet, so that's occurring on both the properties.</p> <p>5 But the building itself, it appears, was intended 6 to go with the south property because that's where the 7 clubhouse is.</p> <p>8 So it does not fit, perhaps, as nicely, but is 9 there any part of the definition of a private club 10 that they do not meet?</p> <p>11 MR. HALVERSON: I mean, just to state on the 12 record, it's in my brief, the definition, I'll just 13 read it verbatim is "a group of people, such as 14 homeowners or condominium association, organized for a 15 common purpose to pursue common goals, interests, or 16 activities."</p> <p>17 And, again, I get into it in my brief, but it's 18 important to understand the context of where private 19 club is a permitted use.</p> <p>20 In the context of an RPD, the overarching goal of 21 the RPD is to serve the residents. So when you have 22 what's operating here, a club that is open to 23 nonresident members, offering intermingling play with 24 numerous clubs, over 100 clubs, that does not meet a 25 definition of private.</p>

<p style="text-align: right;">Page 26</p> <p>1 And the definition of club commercial means clubs 2 which are owned by individuals and operated for a 3 profit, such as tennis and racquet ball clubs, golf 4 clubs, et cetera. 5 What club Renaissance is fits that definition to 6 a T, and commercial club is not permitted within this 7 RPD. 8 THE HEARING EXAMINER: I think the part that's 9 missing -- I agree with everything you said. 10 The part that's missing from the private club 11 definition is that it doesn't specifically restrict it 12 is to be operated not for profit. And I think that's 13 what is being read into the definition, and, 14 unfortunately, it doesn't say that. 15 And it may be that is the common understanding in 16 how we all accept it, but as a matter of law, they fit 17 within -- they also fit within the country club 18 definition, as I said. If you read that, they fit 19 that, too. 20 So it's not as if everything is neatly in a bow, 21 unfortunately in this case, so I appreciate what's 22 being stated. I don't find, again, as a matter of 23 law, that we can get there. 24 So, on these three cases, as well, I'm going to 25 give you the opportunity to withdraw them or I have to</p>	<p style="text-align: right;">Page 28</p> <p>1 they don't fit the private club definition. 2 And so they haven't been cited for being a 3 commercial club. The golf club was the -- the golf 4 course, excuse me was cited for being a commercial 5 golf course, which isn't a use anywhere in the LDC. 6 So that is not a use violation. 7 They may be a commercial club, but that doesn't 8 mean that they're not a private club. So you can't 9 cite somebody for saying -- if there's two use 10 categories in the code that they fall under, you can't 11 hold them as required on or both. If they fall under 12 one, they met the legal requirement to operate as 13 such. 14 And as I said, I think country club, as well, the 15 definitions certainly could benefit from some clarify, 16 but with what I've got before me today, that's the 17 ruling I'm making. 18 So you can either withdraw or I'm issuing an 19 order. I need to know which way we're going. 20 MR. LOMBARD: Your Honor, we request an order. 21 They've already withdrawn once and submitted, so we 22 request an order on all four cases. 23 In his own brief, the County attorney states the 24 County is not making the argument that the only 25 permitted private clubs are homeowner associations and</p>
<p style="text-align: right;">Page 27</p> <p>1 issue an order finding no violation. 2 MR. HALVERSON: I have a resident here who is 3 ready to testify on the record as to the goings on at 4 The Club of Renaissance. 5 THE HEARING EXAMINER: Again, I'm sure there are 6 negative impacts that are happening, but as you're 7 aware, chapter 162 does not allow me to consider that. 8 It's either a violation of code or it's not. 9 And with the violations before me, trying to find 10 out whether they're truly in violation of that code or 11 not, they are not. 12 As for what I have and what's been presented and 13 even with that testimony, again, there are other 14 remedies of law, perhaps, available to folks that are 15 being negatively impacted by this, but this is not the 16 process for the cases I have before me. 17 So I will, again, give you the option to withdraw 18 them; otherwise, I need to issue my orders. 19 And we can conclude for today. 20 MR. HALVERSON: Just for a point of 21 clarification, I think you mentioned, Madam hearing 22 examiner, you agree that it is club, commercial, but 23 it's also private. 24 THE COURT: I think that they could fit the 25 commercial club definition, but I don't think that</p>	<p style="text-align: right;">Page 29</p> <p>1 condominium associations. 2 So today kind of feels like we're -- I don't 3 want -- if we leave here and they withdraw, what we're 4 going to get is four, five, six, seven -- we've 5 already been cited with 11 code enforcement 6 violations, so we're going to get more code 7 enforcement cases as opposed to having clarity on the 8 record that the operations that are taking place here 9 are legally permissible. 10 And I think my client deserves that order. 11 THE COURT: Even if I issue the orders, that does 12 not prevent them -- 13 MR. LOMBARD: I understand. 14 THE COURT: -- from citing you under a different 15 -- if they want to classify you as something else. 16 MR. LOMBARD: No, we'll do this all year. I'm 17 just trying to understand. 18 THE HEARING EXAMINER: If you had country club as 19 a permitted use within your RPD, which it is capable 20 of being a permitted use under the RPD, commercial 21 club is not, so you would have to go through a full 22 rezoning, as you know, to get there. 23 You have several paths to abatement to get to 24 some cooperation, and I would hope that that's 25 happening, given the amount of folks that we have in</p>

<p style="text-align: right;">Page 30</p> <p>1 the room today and how long this has been going on.</p> <p>2 Clearly I would hope that there's something more that</p> <p>3 can be done to get everyone some peace of mind about</p> <p>4 that.</p> <p>5 But with what I have, I am not going to rule any</p> <p>6 other way.</p> <p>7 MR. HALVERSON: Well, with that one final thing,</p> <p>8 what counsel said about this being limited to an HOA</p> <p>9 or a condominium association, I'm not saying it</p> <p>10 strictly needs to be those associations.</p> <p>11 I'm saying, in the context of the zoning</p> <p>12 classification, it needs to serve that purpose. The</p> <p>13 purpose for Renaissance is to serve the residents of</p> <p>14 the RPD.</p> <p>15 So what this property owner is doing, it's a</p> <p>16 commercial operation by a for profit entity. It's not</p> <p>17 serving the residents. It is not a private club. It</p> <p>18 is squarely within commercial club. It's not a 50/50</p> <p>19 situation.</p> <p>20 That's our position, and we will not withdraw the</p> <p>21 case.</p> <p>22 THE HEARING EXAMINER: Okay. And I agree that</p> <p>23 it's not restricted to residents. I don't think</p> <p>24 there's any question of fact or law about that, but it</p> <p>25 is restricted to members, and that was the testimony</p>	<p style="text-align: right;">Page 32</p> <p style="text-align: center;">CERTIFICATE</p> <p>1</p> <p>2 STATE OF FLORIDA)</p> <p>3 COUNTY OF LEE)</p> <p>4</p> <p>5 I, Lori L. Bundy, Registered Merit Reporter, certify</p> <p>6 that I was authorized to and did stenographically report</p> <p>7 the foregoing proceedings and that the transcript is a</p> <p>8 true and complete record of my stenographic notes.</p> <p>9</p> <p>10 DATED this June 23, 2025.</p> <p>11</p> <p>12</p> <p>13 </p> <p>14 Lori L. Bundy,</p> <p>RMR, CRR, FPR</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 31</p> <p>1 that was given today, and it's not uncontroverted.</p> <p>2 So, in each case then, you'll be getting an order</p> <p>3 finding no violation.</p> <p>4 And we'll be done for today.</p> <p>5 Thank you.</p> <p>6</p> <p>7 (Proceedings concluded at 10:03 a.m.)</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	