

# **NEWSLETTER#32**

**With so many important issues up in the air I must write you to keep you up to date on what is happening in Port LaBelle. I will continue to let you know about the outcome as I have tried to do over the years.**

**As 1 of 5 non-paid members of the Port LaBelle Utility System (PLUS) Advisory Board we have been busy the last few months. Over a year ago we agreed that a new Water Plant and new method of treating water was needed. When Dan Stevens was still the county Attorney, and in charge of the Port LaBelle Utilities, he told Craig A. Smith & Associates, our engineers, they were not welcome to attend our next board meeting. (This we didn't know until a later meeting which the Vice President of Craig A. Smith & Associates attended.) I asked the VP Bill Snow why they had quit us so abruptly when the board was having no problems with them. He was surprised by this question and proceeded to tell us about being told by Dan not to come to the next meeting which was to have been an explanation of the type of Water treatment system the engineers were going to recommend. Instead we were introduced to new engineers Wilson/Miller & Associates who have an office in LaBelle. Dan told us that our other engineers (Craig A. Smith & Associates) found the distance from Palm Beach too great and wouldn't be serving us any longer. By the time we found out the truth Dan Stevens had quit as County Attorney and was with a law firm in Tallahassee.**

**We started working with Wilson/Miller & Associates and paid them \$28,000 for a feasibility study which took several months and then we asked them to bring a contract to the next meeting which we set for 30 days so we could proceed without any more loss of time. At this meeting we asked them to make some changes in the contract and again set the next meeting for 30 days. It was at this meeting that Mr. Snow told us about being told not to attend our meeting almost a year ago. My neighbor and retired county engineer George Davis, has been the Chairman of the Advisory Board since we started, said it wasn't the fault of the board if Craig A. Smith & Associates didn't attend our meeting and started to proceed to the contract with Wilson/Miller & Associates. At this point I stood and banged my fist on the table and said I'd be damned if we would proceed until the part-time county Attorney looked into the legal responsibility of the county if we entered into a contract with Wilson/Miller. George just laughed and said my vote wasn't needed anyway when one by one the other board members said they wouldn't vote to proceed until George was the only member in favor of going ahead. At this point I moved that we table the contract issue until we had an opinion from the attorney, this passed and I then introduced Chuck Svirk who was at the meeting to get some direction from the board on what we intended to do about putting water to Banyan Village (units 10,11,12 & 13). I had a sheet from Craig A. Smith & Associates that was several years old that showed we were about \$2.5 million short to be able to install the water lines in Banyan Village. It was decided to ask Craig A. Smith to revise this figure and bring it up to date for the next meeting. This was agreed on and we adjourned.**

**I couldn't attend this meeting because of a meeting conflict with our church. I'm sorry I wasn't there because one other board member was absent. Chuck Svirk and Bill Snow were there but George stated that because neither had asked to be on the agenda neither would be allowed to speak. Nothing else came up at this meeting.**

**Before the next regular meeting our County Commissioner Kevin McCarthy set up a meeting with the PLUS board, to represent the county and the City of LaBelle. The purpose of the meeting was exploring the feasibility of building one**

**Water Plant to serve both the City of LaBelle and Port LaBelle. Both the City and the County agreed to each pay ½ the cost of the study.**

**At our regular PLUS board meeting April 7, 2003, things got very exciting. We approved the first phase cost of \$11,700 and were told the estimated time to complete the study was 30 days. Our meeting was set for May 19<sup>th</sup> 2003, to look at the study and any other business to come before the board. The next item on the agenda was Banyan Village Water Issues by Chuck Svirk. George stated that we didn't have the money to put in Water and Sewer and even if we did it was not good business to spend money in Banyan Village because we had no idea if anyone would build out there. George got jumped on for that statement first by me as I told him that the only thing I could remember ever being said about sewer was that when a unit got built at least 30 % then we would consider sewer lines. Before I could say any more Chuck Svirk looked little George in the face and told him that with his attitude he shouldn't be on this board and especially as Chairman. He further said that the board had the same responsibility to Banyan Village as to the other units in Port LaBelle who all had water lines installed even though many of the units had no houses built in them.**

**When the board was first organized by Dan Stevens all five of us now on the board were the original five members and Dan made George the Chairman. I was the only one to openly object to George being on the board and especially as Chairman. When asked by the other members if my objection was something personal I said I guess some would say that. Dan said he was satisfied but one of the board members insisted on knowing why I was against George so I said it was because I didn't like a thief being on a public board. When questioned further I stated that George was fired from the County, by Dan Stevens, for stealing building materials from the county and using them at home. I further said that if what I said wasn't true George could sue me. Dan Stevens said if there was no further objection George would be the Chairman. I stayed on the board so I could watch what was going on and be able to tell you first hand.**

**As you will see on the next page OXBOW GOLF COURSE AND HOTEL was sold to the highest bidder, REGARDLESS OF PRICE. It was broken up in 27 parcels or tracts. The Hotel (Port LaBelle Inn) on 5.35 acres including the pool and tennis courts sold first and was bought by a local couple. Tract 2, which was 15 holes of the golf course on 255 acres was bought by a local Real Estate man. Tract 3, 3 holes of the golf course including the cart barn and practice green plus the starter shack on 40.5 acres was sold to yet another local family. Tract 4 at 31.7 acres with 1,250 foot frontage on SR 80 sold to a different bidder. Tract 5 with 20 acres and the current driving range was sold to yet another different bidder. The prices paid for the first 5 and the remaining 22 tracts you can see on the page 3.**

**The reason the first 5 tracts sold to different bidders was the fault of the rules of the auction company. When you were the high bidder on a tract you were escorted to the office to make sure you were a qualified buyer. While you were doing this the sale went on and by the time the couple who bought the Hotel got back to the auction all the above tracts had sold. The same was true for all the other bidders.**

**So now tracts 1, 3, 4 and 5 are willing to work a deal trying to keep the package together. Tract 2 said forget it because he bought the 255 acres (15 golf holes) to fence and run cattle on. His past has been very shady and he has the reputation of taking advantage of a situation, if he could benefit, so we can only wait and see. I'll keep you informed of the progress.**

**CHL Holdings and C.F.S. are owned by Chuck Svirk the same person that has sent many letters trying to buy your lot real cheap. Some of the stuff in the letters is to scare you into selling. If either Company agrees to a price you will be paid that price. I won't tell you what to do, but his word is good, so make up your own mind.**

*Harold*

# **This letter is being sent to 2160 lot owners in BANYAN VILLAGE asking your help to get water to your lot**

**This is not an offer to buy or list your lot in Banyan Village but a letter to tell you about the exciting happenings here in Port Labelle and with your help to Banyan Village.**

**To identify myself, about 10 years ago I sent all lot owners in Banyan Village a letter telling you what was happening in Port LaBelle and offered a quarterly newsletter for \$12 a year if you were in the USA or \$16 anywhere else in the world.**

**I still do the newsletter at the same price but I am writing you now because you can help to get the water lines installed to your lot in Banyan Village. The following is some background to help you understand.**

**On February 29, 1996, Hendry County purchased the Water and Sewer System in Port LaBelle from General Development Utilities for \$4,500,000 and received about \$9,700,000 in escrow funds from City Bank in New York City plus another \$1,000,000 from the State of Florida. If you will remember when you made your payment part went into escrow for water and sewer which is how the \$9,700,000 in escrow came about and could only be used for water and sewer lines. Sewer lines will be installed when an area is about 50% built with houses.**

**In 1996 Hendry County, General Development Utilities, Inc. (a subsidiary of Atlantic Gulf Communities Corporation) and the State of Florida, Division of Florida Land Sales entered into an agreement. For Hendry County. This agreement was signed by then County Attorney, Dan Stevens and then Vice-Chairman of the Board of Hendry County Commissioners, Cecil O. Akin. Under the Finding of Fact Paragraph One GDU sold the Port LaBelle Water and Sewer System to Hendry County. Paragraph Two GDU and the County have entered into a Utility Transfer Agreement. Paragraph Three is so important now that I am going to write the whole Paragraph for you.**

**3. Pursuant to the terms of the Utility Transfer Agreement, the County has agreed to: (i) provide water and sewer service to GDU's customers consistent with or superior to the services provided or promised by GDU to its customers, and (ii) to provide water and wastewater service to Atlantic Gulf and properties owned by Atlantic Gulf, directly or indirectly, in a uniform and non-discriminatory manner with other property and property owners served by the County within the certificated area of the System. In another part of this agreement the County agreed to submit annual reports to the State as to the progress on installing water lines to all units. The last report from the County to the State was 1999.**

**December 22, 2003 Linda and I will have lived in this home for 30 years. We had this house built in Unit 5 of Port LaBelle on a Golf Course lot because I came here in 1973 as Sales Manager, for the now bankrupt General Development Corp., and resigned that position in 1974 shortly after City Investing took control. Linda is a nurse and is Supervisor of Surgery at our County Hospital and I went into my own business because we wanted to stay in Port LaBelle. Over the years I have seen many things change here. In 1994 I was Chairman of a committee trying to incorporate Port LaBelle to become a city. The purpose of becoming a city was to be able to get the Bonds to purchase our Water and Sewer System from (GDU) General Development Utilities, Inc... At that time only 835 lots of about 12,000 lots had water lines and could be built on. Our attempt at cityhood failed by 19 votes but in the process the County told the residents of Port LaBelle that if they vote for us becoming a city the County would look into buying the Utility. After we**

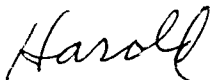
were defeated in the election the County said they only agreed to look into the purchase and had decided the County did not want to be in the Utility business. The number of people (voters) living in Port LaBelle is about the same as LaBelle so at the next County Commission meeting we filled the meeting room with voters sitting and standing all around the walls and outside in the hall. The County Attorney had been controlling the utility issue for the county but at that meeting, the vote of the commissioners was to instruct the Attorney to immediately start serious negotiations with GDU. On the 29<sup>th</sup> of February 1996 Hendry County signed the agreement to buy the Utility for \$4,500,000.

Those of you that get the newsletter this is a rehash of the past years and some background for all of you that do not. Let me tell you how you can help. All these years I have enjoyed water and sewer while all of you could not build on your lot because the Hendry County Health Department will not allow a well and septic tank on less than ½ acre lot. Because water lines will be installed sometime, they will not permit building in Banyan Village until the water lines are run. It was suppose to be the plan to do Units 1-9 in 1998 then 102 in 1999 finally 10-13 (Banyan Village) in 2000.

In 1998 and 1999, Hendry County used your funds (the escrow) to install water lines to Units 1, 2, 3, part of 4, 6, 7, 8 and 9 as well as Unit 102 but nothing to date in Banyan Village.

Many of you have been approached by mail or phone to list or sell your lot. Letters from CHL Holdings Inc. or CFS Properties offering to buy your lot for \$200 if the taxes are paid. If you have sold your lot that's ok but if you have't we need your help. I say we because Mr. Chuck Svirk, who owns both the companies mentioned in this paragraph, has bought many hundreds of lots in Port LaBelle including Banyan Village. Many of these lots were bought from Atlantic Gulf who has sold all lots they owned in Port LaBelle to Chuck Svirk. He has about 1400 lots in 10-13 and of course he must get the water to these lots so he can build on them but as a member of the Utility Advisory Board I can guarantee you that when Chuck gets water to his lots you lot will also get the water line installed so your lot will also be buildable. What you can do to help us and at the same time help yourself is to write to me, at the address below, saying you believe the County has discriminated against you and this can only be corrected by getting the water line to your lot. There are 2,160 of you that still own and pay taxes on lots in Banyan Village and I want to be able to go to the next meeting with letters from 2,160 upset lot owners demanding action now.

In the same letter if you want to send a check to get the newsletter started, so you can keep up with the action, I look forward to hearing from you. The next newsletter#33 is coming soon.



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