



AGENDA

SPECIAL MEETING OF THE STUART CITY COMMISSION COMMUNITY REDEVELOPMENT AGENCY AND COMMUNITY REDEVELOPMENT BOARD

**APRIL 24, 2023 AT 4:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich**

COMMUNITY REDEVELOPMENT AGENCY

**Chair - Troy McDonald
Vice Chair - Becky Bruner
Board Member - Eula R. Clarke
Board Member - Christopher Collins
Board Member - Campbell Rich
Board Member - Tom Campenni
Board Member - Micah Hartowski**

COMMUNITY REDEVELOPMENT BOARD

**Chair - Tom Campenni
Vice Chair - Jackie Vitale
Board Member - Micah Hartowski
Board Member - Chris Lewis
Board Member - Frank McChrystal
Board Member - Seth Owens
Board Member - Nikolaus Schroth**

ADMINISTRATION

**Interim City Manager, Michael J. Mortell
Interim City Attorney, Paul J. Nicoletti
City Clerk, Mary R. Kindel**

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. SURVEY UPDATE OF HISTORIC PROPERTIES IN DOWNTOWN STUART

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. APPROVAL OF 01/23/23 JOINT CRA/CRB/CCM MINUTES
3. APPROVAL OF 03/27/2023 CRA MINUTES (CRA APPROVAL ONLY)

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

ACTION ITEMS

4. APPOINTMENT OF EAST STUART HISTORICAL ADVISORY COMMITTEE MEMBERS (CRA)
5. PURCHASE CONTRACT FOR THE "WILLIE GARY PROPERTY" (CCM) (RC):

RESOLUTION No. 27-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZE THE EXECUTION OF A REAL ESTATE CONTRACT BETWEEN THE CITY OF STUART, THE CITY OF STUART CRA AND OUT OF CONTROL IN STUART, LLC FOR PROPERTY KNOWN AS THE "WILLIE GARY PROPERTY" LOCATED AT 710 SE MARTIN LUTHER KING JR BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

6. AUTHORIZATION TO EXPEND FUNDING APPROPRIATED FOR THE CDBG COVID PROGRAM (CRA) (RC):

RESOLUTION No. 05-2023 CRA; A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING TO EXPEND FUNDING APPROPRIATED FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT COVID (CDBG-CV) PROGRAM IN THE AMOUNT OF \$50,000 FOR THE DUE DILIGENCE OF PROPERTY KNOWN AS THE "WILLIE GARY PROPERTY" LOCATED AT 710 SE MARTIN LUTHER KING JR BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

STAFF UPDATE

ADJOURNMENT

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.



**HISTORIC SURVEY UPDATE REPORT
FOR
DOWNTOWN STUART
THE CITY OF STUART, FLORIDA**



Prepared for
STUART MAIN STREET, INC.
Flagler Center
201 SW Flagler Avenue
Stuart, FL

By
Paul L. Weaver, MA
Historic Property Associates, Inc.
March 1, 2023

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EXECUTIVE SUMMARY

Historic Property Associates, Inc. (HPA) of St. Augustine, Florida conducted an area survey of historic properties in Downtown Stuart, Florida beginning in November 2022. Stuart is located in the St. Lucie River Region of Martin County, Florida (Figure 1). The city is a major transportation hub with connections to highways, railways [we currently do not have any actual connections to railways; however, the tracks go through town], and waterways. The area surveyed covers thirty-seven (37) blocks in the urban core of the city, specifically the Main Street District and the Triangle, consisting primarily of the 1912 Potsdam Plat Subdivision (Figure 2). The survey was sponsored and conducted for Stuart Main Street, Inc. and occurred between November 2022 and June 2023. The survey was conducted to fulfill requirements under a Historic Preservation Small-Matching Grant, grant number 23. h.sm.200.037.

The objectives of the survey were to, at a minimum, record 200 combined original and updated properties using Florida Master Site File (FMSF) forms for all properties 50 years or older. HPA utilized the Historic Structure Form v5 and assessed properties for their individual eligibility for listing in the *National Register of Historic Places* (NRHP) as well as their potential for contribution to a historic district. All work was intended to comply with Section 106 of the *National Historic Preservation Act* (NHPA) of 1966 (as amended) implemented by 36 CRF 800 (Protection of Historic Properties), Chapter 267 F.S. and the minimum field methods, data analysis, and reporting standards embodied in the Florida Department of Historic Resources (FDHR) *Historic Compliance Review Program* (November 1990). All work also conformed to the professional guidelines set forth in the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 4416). Field survey methods complied with Chapter 1A-46 *Florida Administrative Code*.

The survey consisted of field inspection to verify all historic resources, including buildings, structures, sites and objects, and linear resources (such as roads and railways), within the project area constructed in 1974 or earlier. Data from the Martin County Property Appraiser and the FMSF was collected and cross referenced to ensure the accuracy of information with respect to buildings. A survey roster was obtained from the FMSF to verify previously recorded sites and avoid their duplication. Research conducted at local and state repositories focused on the historical context of the project area and site-specific information for individual buildings and other properties.

In total, 480 properties were assessed through a desktop reconnaissance and field inspection, including one (1) statue, one (1) railroad, and (1) structure (the City of Stuart Water Tower). Of the surveyed properties, HPA recorded two hundred and three (203), using the FMSF form, that satisfied the age and integrity requirements for historic property surveys. Of those recorded, one hundred and nine (109) resources were previously recorded and were updated. The remaining ninety-four (94) resources were recorded for the first time. The survey resulted in the potential eligibility for one (1) National Register Historic District's (NRHD) within the survey area. The evaluation includes a map and an inventory of contributing buildings and other properties in the potential districts. Additional buildings were evaluated as being individually eligible for the National Register.



Final deliverables include both new and updated FMSF forms, maps, images, and all other associated data; a Survey Log Sheet and associated map; and a file database. An inventory of resources can be found in **Appendix I** of this report.



ACKNOWLEDGMENTS

This project was financed in part with the historic preservation grant assistance provided by the Bureau of Historic Preservation, Division of Historical Resources, Florida Department of State, assisted by the Florida Historical Commission.

HPA would like to thank the Stuart Main Street, Inc. and City of Stuart Community Redevelopment Agency (CRA) staffs for their assistance. In particular, Stuart Main Street Executive Director, Candace Callahan provided historical information and accompanied the consultant on a field survey of Downtown Stuart. Pinal Gandhi-Savdas, Executive Director of the Community Redevelopment Agency (CRA), City of Stuart provided maps and property appraiser data on all pre-1975 properties in the survey area. Dr. Jacqui May, Grants Administrator of the City of Stuart, greatly assisted with historic research on many individual properties and accompanied the consultant on several days of field survey. Jodi Riley of Jodi Riley Consulting, LLC administered the grant and kept the project on schedule. The Florida Master Site File staff, particularly Christopher Fowler, were invaluable for providing prompt baseline information for the project team to build upon.

The project team would like to thank local historians Janice Hutchinson, Emeline Paige, Sandra Henderson Thurlow, and Alice L. Luckhardt for their detailed histories of Stuart and Martin County. Ms. Thurlow's *Stuart on the St. Lucie, A Pictorial History* with its copious bibliography, footnotes and photographs was particularly helpful. Sadly, Ms. Luckhardt passed in the fall of 2022, but her books and her historical articles in the Stuart News live on. HPA hopes that the 2023 Survey of Downtown Stuart will build on their legacy.



INTRODUCTION

Until recent decades historic preservation occupied little attention in the nation's communities. Its advocates were until then often regarded as elitists who joined a cause reserved to people of wealth and leisure. Before the 1960s, moreover, federal and state government devoted few resources to historic preservation, leaving the field to municipal government and, largely, local effort. Since the late 1960's that situation has changed. The post-World War II flight to suburbia and commencement of the interstate highway construction program seriously undermined the nation's historic fabric and resources. A developing sense of historical consciousness and the hard economic realities of inner-city decline, among other factors, inspired the development of a national historic preservation program that after nearly six decades embraces thousands of local governments, neighborhoods, preservation groups, businessmen, and private citizens.

In every community where buildings, structures, or historic sites and objects have survived the passage of time preservation of a kind has occurred. We usually associate the term "historic preservation," however, with an organized effort to identify, evaluate, and protect buildings and sites that possess cultural or aesthetic value. The survey update of historic buildings in Downtown Stuart constitutes a necessary step in a rational program to preserve the community's significant cultural resources.

The 2022-2023 survey of historic properties in Downtown Stuart is a follow-up to an earlier survey conducted in 1991. Historic Property Associates conducted the initial survey, entitled "Historic Properties Survey of the City of Stuart, Florida" The 1991 survey focused on the pre-1940 era, although a few post-1940 buildings were included.

The purpose of the 2023 Survey is to update the original data including Florida Master Site File forms. A further purpose is to record additional buildings and sites in Downtown Stuart constructed between 1940 and 1974 and any other resources at least fifty years old not recorded in previous surveys. The present study is intended to provide an authoritative basis for the designation of Downtown Stuart as a National Register District. The survey will ensure that there is data for all buildings that are at least fifty years old and may be considered contributing to the district. Historic contexts for the area have been reviewed, confirmed and expanded to include the Depression/New Deal/World War II and Post-World War II eras.

A potential National Register District will provide recognition for Downtown Stuart as well as limited protection from state and federal activities which could impact them. This protection is particularly important since major state and federal highways and a railroad crisscross the area and are one of the principal threats to historic buildings. National Register designation would further provide a source for local recognition of the district and protection of individual buildings from thoughtless demolition from federal and state developmental activities.

A summary of the results of the National Register of Historic Places listing follows:.



In addition to honorific recognition, listing in the National Register has the following results for historic properties:

- ▣ Consideration in planning for Federal, Federally licensed, and Federally assisted projects: -- Section 106 of the National Historic Preservation Act of 1966 requires that Federal agencies allow the Advisory Council on Historic Preservation an opportunity to comment on all projects affecting historic properties either listed in or determined eligible for listing in the National Register. The Advisory Council oversees and ensures the consideration of historic properties in the Federal Planning process.
- ▣ Eligibility for certain tax provisions -- Owners of properties listed in the National Register may be eligible for a 20% investment tax credit for the certified rehabilitation of income-producing certified historic structures such as commercial, industrial, or rental residential buildings. This credit can be combined with a straight-line depreciation period of 27.5 years for residential property and 31.5 years for nonresidential property for the depreciable basis of the rehabilitated building reduced by the amount of the tax credit claimed. Federal tax deductions are also available for charitable contributions for conservation purposes of partial interests in historically important land areas or structures.
- ▣ Qualification for Federal grants for historic preservation, when funds are available.



SURVEY CRITERIA

Surveys conducted in association with the Division of Historical Resources, Florida Department of State, use the criteria for placement of historic properties in the National Register of Historic Places as a basis for site evaluations. In this way, the survey results can be used as a data bank for those agencies required to comply with state and federal preservation regulations. The criteria are worded in a subjective manner to provide for the diversity of resources in the United States. The following is taken from criteria published by United States Department of the Interior to evaluate properties for inclusion in the National Register.

Criteria for Evaluation

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, and association, and:

- A) that are associated with events that have made a significant contribution to broad patterns of our history; or
- B) that are associated with the lives of persons significant in the past; or
- C) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D) that have yielded, or may be likely to yield, information important in pre-history or history.

Certain properties shall not ordinarily be considered for inclusion in the National Register. They include cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past fifty years. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:

- A) a religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- B) a building or structure from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or



C) a birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his productive life; or

D) a cemetery that derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or

E) a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or

F) a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or

G) a property achieving significance within the past fifty years if it is of exceptional importance.

It should be pointed out that the Florida Master Site File is not a state historic register, but an inventory intended for use as a planning tool and as a central repository of archival data on the physical remains of Florida's history.



SURVEY METHOD

Cultural resource management, or the preservation of architectural and archaeological sites that have historical value, involves a series of progressive activities. Preservation begins with a survey, which establishes the basis for subsequent work. A survey is a systematic, detailed examination of historic properties within either thematic or geographic limits. It is undertaken to determine the number and character of historic resources. Using the definition of the National Park Service, historic resources consist of buildings, structures, objects, sites, or districts that are significant in national, state, or local history or pre-history (pre-history is generally defined, in Florida, as the time before 1513).

There are several methods for conducting a survey. One approach, the thematic survey, identifies historic properties of a related type within a given area or period. A survey of county courthouses or Spanish mission sites in Florida are examples of thematic types. The second and most common survey is the geographic or area type. The area survey records all historic properties within established geographic boundaries. The geographic boundaries for a survey might be a subdivision, a Downtown area, a residential neighborhood, or a political subdivision such as a town, city, or county limit.

The survey of Downtown Stuart is an area survey. The boundaries for the area are well-defined. They are the St. Lucie River on the north and west; US Highway 1 on the west; and Florida Avenue, a boundary of the Main Street area on the south. The study resulted in a survey of 203 updates and new recordings in the Florida Master Site File.

The purpose of the 2023 Survey is to record buildings and other historic properties in Downtown Stuart constructed between 1894 and 1974 and any other resources at least fifty years old not recorded in previous surveys. Two hundred and three (203) properties, which appeared based on documentary and visual evidence or testimony to be fifty years of age, were recorded. The condition of the buildings surveyed was evaluated by standards established by the National Register and the Florida Master Site File. 1974 was chosen as the cut-off date for the survey because that year falls close to the fifty-year criterion used by the National Register. It also coincides with the date of construction of Stuart City Hall, the last major building constructed in Downtown Stuart during the period.

The present study, together with previous studies, is intended to provide a basis for the listing of Downtown Stuart in the National Register of Historic Places. The survey will ensure that there is data for all buildings that are at least fifty years old and may be considered contributing to the district. As part of the survey report historic contexts for the area and the specific neighborhoods have been developed. Particularly important was the development of a context for the Depression/New Deal/World War II and Post-World War II eras, largely omitted from previous studies.

The survey began with documentary research to establish a chronological basis for settlement and reveal the major developments and individuals associated with the settlement of Stuart. The next step consisted of field survey to identify the buildings that met the criteria for survey and record their architectural characteristics. The Martin County Property Appraiser provided a list



of addresses and dates of construction in the area and was employed as the basis for determining the buildings the survey team recorded on Florida Master Site Files forms. Martin County property records provided the principal source for dates of construction, particularly for the post-World War II period. General historical research was conducted using primary and secondary sources, including online sources such as the Stuart News, Sanborn Fire Insurance Maps, and the Florida Memory Photographic Archives.

Following preliminary historical research, each building was field inspected. Buildings were identified on a Property Appraiser's assessment map, providing a legal description for the property. The building was photographed, and its architectural characteristics recorded. The standards for recording are those established by the National Register, which is supervised by the U.S. Department of the Interior and the Division of Historical Resources of the Florida Department of State. As part of the field survey, the condition of each building was assessed based on a visual inspection.

The architectural and historical information was recorded on Florida Master Site File forms. The consultant employed an Excel program specifically designed to conform to computerization fields established for the Florida Master Site File by the Bureau of Historic Preservation. The forms were updated as additional information was generated and then were printed in hard copy. Analysis of the data, particularly the results of the field survey, was facilitated by the Excel program. Information about historic properties was recorded in a digital format on computer drives and USB drives. The inventory in this report contains a list of two hundred and three (203) buildings judged potentially significant to the history of Downtown Stuart.

After recording the architectural and historical information, the consultant evaluated each building for listing in the National Register of Historic Places or as a contributing building in a potential National Register District. The Results and Recommendations section of this report describes potential National Register properties and contributing resource to the potential district nomination.

The development of a historical context for evaluating properties relied greatly on the 1991 survey. However, the earlier study focused on the pre-1940 period of Stuart's development. The present survey updates the contexts to include the Depression/New Deal and Post-World War II eras. The latter context is particularly important for evaluating the Downtown area, where significant development occurred in the post-1930 period.

Based on the visual reconnaissance, information gleaned from property appraiser's records, cartographic sources, city directories, newspapers and other primary and secondary source materials, the survey team established a date of construction for each standing structure. In most cases, it proved impossible to establish a firm date of construction. In those cases, the survey team entered an approximate date with a "c." for circa before it. As a rule, the date of construction that the Property Appraiser assigned each property was found to be accurate. The results of the architectural and historical research have been incorporated into this report and on the Florida Master Site File forms.





FIGURE 1. ST. LUCIE REGION INCLUDING STUART, 1958 USGS TOPOGRAPHICAL MAP





FIGURE 2. DOWNTOWN STUART HISTORIC SURVEY AREA



HISTORIC CONTEXT OF THE SURVEY AREA

Introduction

The City of Stuart is located along what is known as the Treasure Coast of Florida in the St. Lucie Region at the confluence of the St. Lucie and Indian rivers. The area has a recorded history dating back to the exploration of Ponce de Leon in 1513. Historic contexts for this survey area have been established for the Prehistory (15000 BC-1513); Colonial Period (1513-1821); Territorial and Statehood Periods to Civil War (1821-1865); Post-Civil War Period (1866-1893); Railroad and Early Settlement Period (1894-1918); Florida Boom (1919-1926); Depression and World War II (1929-1945); and Post World War II Period (1946-1974). Particularly important is the development of a context for the Depression/New Deal/World War II and Post-World War II eras, largely omitted from previous studies. Research was conducted using the Martin County Property Appraiser's Office; the Bureau of Historic Preservation and Florida Master Site, Tallahassee; Sanborn Fire Insurance Maps; Stuart News and the Florida Memory Collection.

Prehistory (15,000 BC-1513)

Stuart is located on the Atlantic Coast of Florida at the confluence of the St. Lucie and Indian rivers. Since the earliest of times the area has been rich in marine resources. There has always been an abundance of fish in offshore and inland waters; shellfish in the inland waters of both rivers; and game, particularly deer and birds, in inland areas. Aboriginal settlement of Florida dates back 15,000 years. The period from 15000 to 6500 BC is known as the Paleo-Indian Era. During this period, aboriginals were nomads who survived by hunting and gathering. They relied heavily on the abundant marine resources of the area. Later Paleo Indians were supplanted by more sedentary tribes from the central ridge area of Florida. The City of Stuart is in a pre-historic area described by archaeologists as the Circum-Glades cultural region.¹

Among the Indian tribes in the Stuart area at the time of European contact were the Ais and Jeaga. They continued the tradition of fishing and hunting without sedentary agricultural. The aboriginal population was small, numbering only about 2,000 along the coast from what today is Palm Beach, north to Vero Beach. The major archaeological site in the Stuart vicinity is the Stuart Mound, located on the south bank of the south fork of the St. Lucie River and identified in 1922 by C.B. Moore.² No patterns of pre-historic occupation in Stuart have, as yet been established. There are two additional archaeological sites within the limits of the City of Stuart.³

¹ Emeline Paige, ed. *History of Martin County* (Hutchinson Island, 1975), pp. 1-9.

² C.B. Moore, "Mound Investigation on the East Coast of Florida" Indian Notes and Monographs, No. 26, M.A.I.H.F. New York, 1922; Florida Master Site File, #MT1.

³ Florida Master Site Files, Roster of Properties Recorded in the city of Stuart. C.B. Moore, "Mound Investigation on the East Coast of Florida" Indian Notes and Monographs, No. 26, M.A.I.H.F. New York, 1922; Florida Master Site File, #MT1.



Colonial Period (1513-1821)

The area where the City of Stuart is located was unoccupied during the Florida Colonial Period. Beginning with the voyages of Juan Ponce de Leon, the St. Lucie River Region was identified and mapped because of its proximity to the Gulf Stream, known to the Spanish as the Carrera de Indias. The Carrera de Indias was the annual route of the Spanish Treasure Fleet as it returned to Spain from Havana, Cuba. The wreck of the 1715 Spanish treasure fleet gave the region its name as the Treasure Coast. Spain's settlement on the Atlantic Coast of Florida was largely limited to St. Augustine. Its presence in the area was mainly military patrols and search parties seeking shipwreck victims. The most well-known shipwreck victim was Jonathan Dickinson. Dickinson, a native of Jamaica was shipwrecked with his family, his slaves and the passengers and crew of the English ship *Reformation* on Jupiter Island. Dickinson composed a journal documenting his travels north to St. Augustine, including his contact with the Jobe (Hobe) Indians on Hutchinson Island. Spanish missions were established near Vero Beach in 1567 and Miami in 1743, but they failed within two years of their founding.⁴

During the British Period (1763-1784) and Second Spanish Period (1784-1821), no significant development occurred in the Indian Region surrounding Stuart and Martin County. Only a few plantations were established in the region, but they quickly failed. The Revolutionary War left the area ripe for plunder and discouraged development. The Spanish returned in 1784 and initiated a generous land grant program. No grants were located within the City of Stuart, but the Hanson, Miles, Hedrick and Sequi grants were located in the vicinity. The Hanson Grant was located just south of the city and has been identified on U.S. Government Surveys (Figure 3).⁵

Territorial and Statehood Period, 1821-1865

Spain ceded East and West Florida to the United States in 1821. The Indian River region, including the St. Lucie River was initially part of St. Johns County which included all of the territory in Florida east of the Suwannee River. In 1824 Mosquitos County was formed and extended south along the east coast from what today is Ormond Beach to include the Indian River region. Some development occurred in the northern area of what today is Volusia County, but none extended to the vicinity of Stuart. The outbreak of the Second Seminole War (1835-1842) eradicated virtually all settlement in the Florida peninsula outside of St. Augustine.⁶

⁴ Paige, *Martin County*, pp. 15-16.

⁵Ibid. p. 24.

⁶ Ibid, pp. 26-27.



The Seminole War, nonetheless, opened the peninsula for military occupation, road construction and mapping. Fortifications in South Florida were scattered and, in the Indian River region, included Jupiter, Lloyd, Pierce and Van Swearingen. Late in the war, a small military depot was located on the South Fork of the St. Lucie River, but otherwise the future site of Stuart was unaffected by the war. The extensive system of military trails failed to connect with the St. Lucie River, maintaining the isolation of the region (Figure 4).⁷

A key to the settlement of Stuart was the Armed Occupation Act passed by the US Congress in 1842 at the conclusion of the Seminole War. The act provided 160-acre tracts to settlers who met certain criteria, particularly establishing residency for five years and clearing and improving the land. Enabling the federal land program were United States Government Surveys of the Florida peninsula. In 1842 the St. Lucie River region was surveyed in 1842 as part of Township 38E, Range 41E (Figure 3). Still, settlement south of Ft. Pierce was minimal prior to 1845.⁸

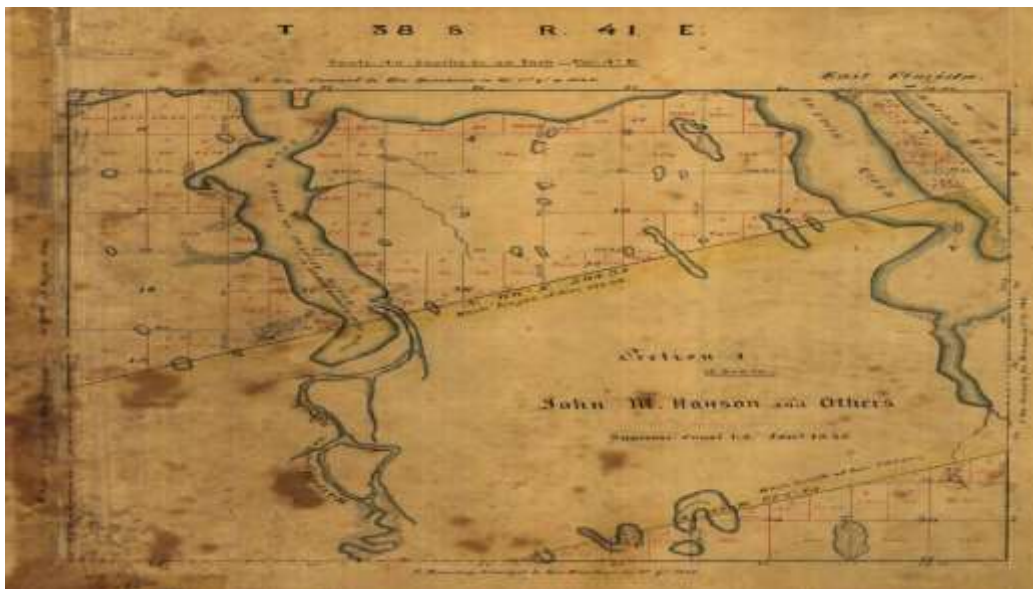


FIGURE 3. US SURVEY OF T 38 S, R 41E SHOWING FUTURE SITE OF STUART, 1842

Population growth in the Indian River Region resulted in the creation of St. Lucia County in 1844. In the 1850s the State of Florida officially renamed the county Brevard, for Florida State Comptroller Theodore Washington Brevard. Prior to the Civil War, the Indian River region, including Stuart remained largely unpopulated. During the Civil War, the Union Navy patrolled the Florida coastline to prevent Confederate smuggling of timber and salt. Federal vessels captured Confederate ships carrying contraband at Jupiter Inlet, but otherwise, due to the sparse settlement, there was little naval activity along the southeast Florida coast.⁹

⁷ Annual Report of the Surveyor General for 1859 (New York, NY: General Land Office, 1859), Map #3755.

⁸ Paige, *Martin County*, pp. 33, 39, 169, 427.

⁹ Paige, *Martin County*, p. 43; Historic Property Associates, Inc. "Survey of Stuart," 1991, p. 6.





Brevard County, 1859
 Annual Report of the Surveyor General for 1859 (New York, NY: General Land Office, 1859)
 Downloaded from Maps ETC, on the web at <http://etc.usf.edu/maps> [map #3755]

FIGURE 4. BREVARD COUNTY INCLUDING FUTURE SITE OF STUART, 1859

Post-Civil War Period, 1866-1893

At the end of the Civil War, South Florida remained an undeveloped wilderness. Travel along the Indian River was by sailboat.¹⁰ Virtually the only permanent resident in St. Lucie River Region was the lighthouse keeper at Jupiter Inlet. Growing population in Central Florida resulted in the Florida State Legislature creating additional counties and the extension of Dade County north to the St. Lucie River. Long a center of shipwrecks, the isolation and desolation of the region prompted the federal government to create houses of refuge to house rescue teams and provide shelter for shipwreck victims. In 1875, five were established along the Florida Coast. Most notable of these was Gilbert's Bar House on Hutchinson Island, east of Stuart, listed in the

¹⁰Sandra Henderson Thurlow. *Stuart on the St. Lucie: A Pictorial History*, (2001), p. 5.



National Register of Historic Places in 1974.¹¹ The keepers of the houses of refuge and their families were the first non-native Americans in the region.

In 1879, Captain Thomas E. Richards settled at Eden on the Indian River, several miles north of the St. Lucie River. He was the first to grow pineapples in the area. The following year, Dr. William Baker and his family settled at a place he named Waveland on Sewell's Point, a peninsula between the St. Lucie and Indian rivers. The United States Government established a post office at Waveland shortly thereafter.¹²

The first settlers of Stuart were Herbert and William Bessey and Ernest and Otto Stypmann and their families. The Bessey's Stypmann's and all other pioneers of Stuart received land through federal land patents in Township 38S, Range 41E, Section 4. The federal government conceded the lands through the Cash Entry Act of 1820 or Homestead Act of 1862. The Cash Entry Act provided land to purchases at \$1.25 per acre. The Homestead Act tracts were typically 160 acres or quarter sections. Their acquisition was conditioned on paying a filing fee, residing on the land for five years, and cultivating crops or making other improvements. The federal land tracts in Stuart were typically rectangular or square, except for those along the St. Lucie River where their form was irregular. When the railroad arrived, it was awarded lands through state deeds from the Trustees of the Florida Internal Improvement Fund (T.I.I.F.) as an incentive to build railroads.¹³

Despite the availability of cheap land, the St. Lucie Precinct of Dade County, where Stuart was located, numbered only 41 residents in the 1890 federal census. Herbert Bessey from Ohio cultivated pineapples on his homestead at Bessey Point on the south fork of the St. Lucie River and became a well-respected boatbuilder. Walter Kitching, another homesteader, settled at the point where the South Fork and St. Lucie rivers join. He operated a schooner on the Indian River, shipping food and supplies to settlers. Otto Stypmann owned what became Downtown Stuart on the south side of the St. Lucie River, where he raised pineapples. In 1892, Stypmann applied for a post office which the United States postal service established on March 12 and named Potsdam (Figure 5). Stypmann served as postmaster and operated the office out of his house.¹⁴

¹¹Paige, *Martin County*, pp. 53-60.

¹²Thurlow, *Stuart*, p. 5.

¹³ Ibid., p. 143.

¹⁴ Ibid., p. 7.



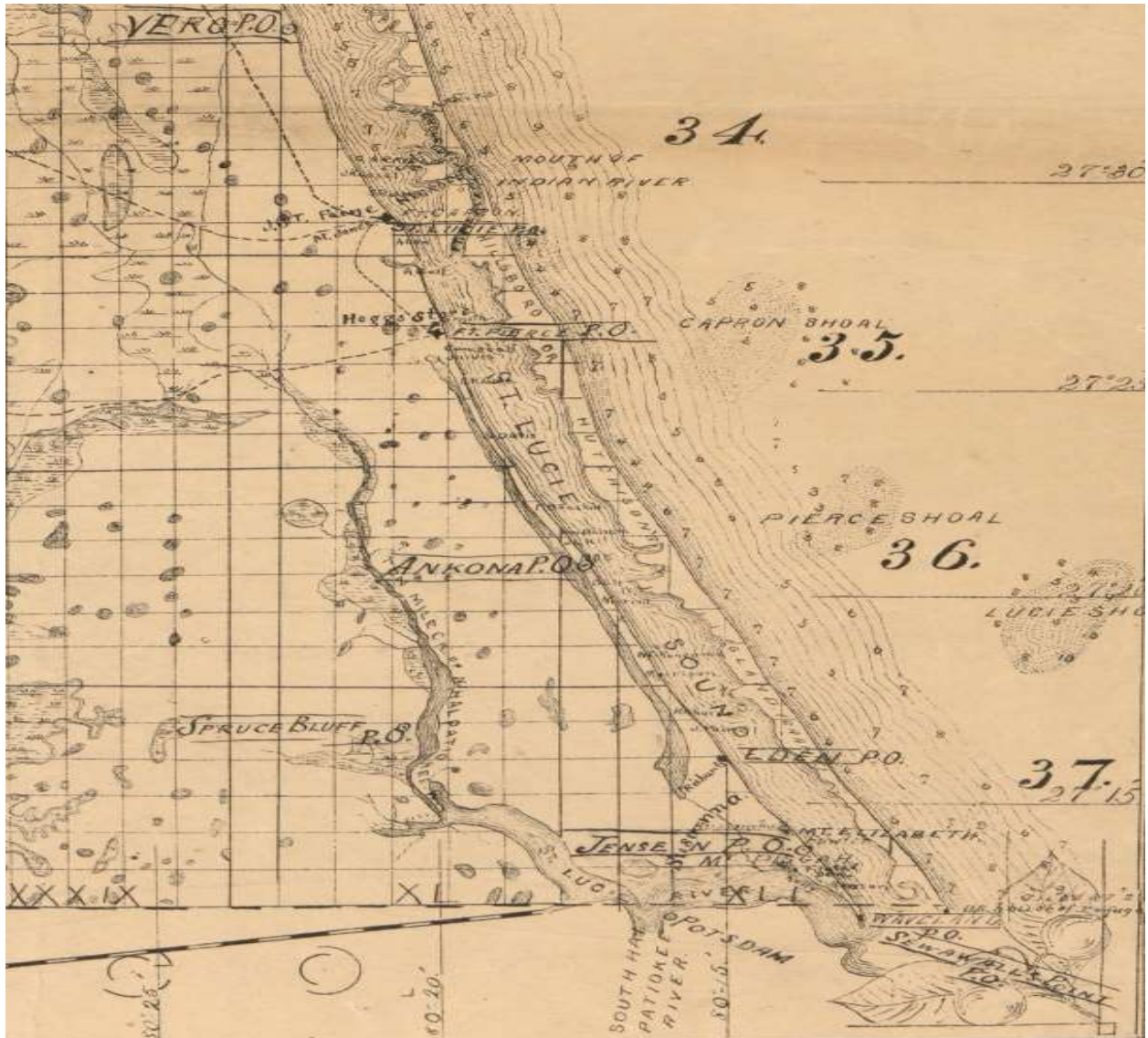


FIGURE 5. C. 1892 MAP SHOWING POTSDAM POST OFFICE PRIOR TO RAILROAD

Early Development of Stuart, 1894-1919

The arrival of the Florida East Coast Railway (FEC), originally known as the Jacksonville, St. Augustine and the Indian River Railway, in 1894 stimulated the first substantial development of Stuart. Walter Kitching offered the railroad a right-of-way through his property at a prominent point at the northwest corner of Downtown Stuart where the St. Lucie River and its South Fork meet. The rail connection to Stuart included tracks through the city, a station and a dock on the St. Lucie River, integrating rail and water transportation systems. The town was named for Homer (Jack) Hine Stuart, Jr. an early homesteader who lived on the north side of the St. Lucie River, where the FEC initially terminated and where a depot was located. Potsdam at first was only a flag stop.¹⁵ Walter Kitching persuaded the railroad to relocate the Stuart depot to the south side of the river and with it came the sign and name (Figure 5). The United States Postal service officially renamed the local office Stuart in July 1895. At the time the railroad arrived, Stuart was still a part of Dade County.¹⁶ Downtown Stuart initially was concentrated along the rail line and Railroad, now Flagler, Avenue (Figure 6).



FIGURE 6. SECOND STUART FLORIDA EAST COAST RAILWAY DEPOT, 1913

¹⁵ Historic Property Associates, Inc. "Survey of Stuart," 1991, pp. 7-8; Thurman, *Stuart*, p. 7.

¹⁶Ibid.





FIGURE 7. WALTER KITCHING STORE AND STUART POST OFFICE, C. 1895

The arrival of the railroad stimulated population growth and economic development. One of the earliest economic activities in Stuart was pineapple cultivation (Figure 8). Pineapple production was introduced to Florida as early as 1860. The pineapple is a tropical fruit and is easily injured by cold temperatures. After some early experimentation in various parts of the state, the pineapple industry, facilitated by construction of the railroad, became, by 1895, concentrated in an area extending south from Ft. Pierce and including Stuart and Jensen.¹⁷ Jensen, just north of Stuart, proclaimed itself the “Pineapple Capital of the World.” In 1902, Stuart, not to be outdone, claimed to be the principal port for pineapple shipments in Florida. It was an important rail and river point for shipping pineapple and citrus.¹⁸ Still the 1900 federal census, listed only ninety-seven residents in the St. Lucie District.

¹⁷ Dr. Herbert J. Webber, “The Pineapple Industry in the United States,” Yearbook of the US Department of Agriculture, 1895, pp. 269-272.

¹⁸ Historic Property Associates, Inc. “Survey of Stuart,” 1991, p. 8.





FIGURE 8. PINEAPPLE FIELD, JENSEN, FLORIDA, 1895

Walter Kitching, an English immigrant, was an important early settler of Stuart. Kitching settled the south bank of St. Lucie River in the pre-railroad era. He was a pioneer pineapple grower and in 1894, the same year the railroad arrived, built a wood-frame residence known as the Kitching House of the south bank of the St. Lucie River. In 1910, Kitching's Addition, the oldest residential subdivision in Stuart was platted and developed. An early history of Martin County indicates that Kitching was among the first to recruit black pineapple workers ¹⁹

Black workers were drawn to Stuart from its earliest days by job opportunities created by the railroad and the growing agricultural economy. Their labor largely built the Florida East Coast Railroad. They were, however, routinely exploited and worked under harsh conditions. According to census data, fifteen blacks lived in the vicinity of Stuart in 1900. By 1910, the community had dozens of black residents.²⁰ Blacks came to Stuart from Florida, Georgia and other parts of the South. While not the majority, blacks from the Bahamas were an important part of the local workforce. The Bahamian immigration was logical given the short distance between the islands and the Florida east coast. Moreover, the Bahamas were one of the most important centers of pineapple production in the world in the 1890s and the early twentieth century.²¹ Again, census data indicates many of the Bahamian immigrants were farm laborers and likely had skills and experience in pineapple cultivation.²²

¹⁹ Works Project Administration, "History of Martin County, Florida," pp. 2-3.

²⁰ Sandra Henderson Thurlow. Stuart on the St. Lucie: A Pictorial History, (Sewall's Point Company, 2001), p. 134; See US Census Returns for Stuart, Palm Beach County, 1910.

²¹ Webber, "The Pineapple Industry in the United States," pp. 269-272.

²² See US Census Returns for Stuart, Palm Beach County, 1910, 1920, Stuart Martin County 1930, 1940.





FIGURE 9. STUART'S FIRST FISH HOUSE SOUTH SIDE RAILROAD BRIDGE, C. 1895

Since pre-historic times the St. Lucie River teemed with marine life such as black bass, bream, catfish, alligators, and Manatee. The dredging of St. Lucie Inlet in 1892 opened the river to saltwater species. The first local commercial fish house was constructed on the north side of the St. Lucie in 1895 (Figure 9). Ernest Stypmann was an early investor in the operation which later merged with the East Coast Fish Company of Palm Beach. Soon, E.J. Ricou and others built fish houses along the Stuart waterfront. Ricou's Fish House was located at the end of Porter's Dock on what today is Colorado Avenue. Commercial fishing stimulated other industries such as ice making, boat building and hardware stores which provided equipment for both commercial and recreational fishing. In the early days fishing was done with row or sailboats but in the first years of the twentieth century transitioned to motorized craft. Former U.S. President Grover Cleveland, an ardent fisherman, visited Stuart in 1900. He charted a fishing trip with Captain Hubert Bessey and returned the following year for a six week stay. In 1905 he purchased a waterfront lot on the St. Lucie River, where the Stuart City Hall presently stands. Following his death in 1908, his widow Frances sold the property. Cleveland is credited with popularizing recreational fishing in Stuart.²³

The earliest building in Downtown Stuart is the George W. Parks General Store, built in 1901 at what today is 161 SW Flagler Avenue (Figure 10). Sam Mathews, a skilled and prolific builder from Massachusetts, constructed the building for Parks. The Parks Store, with its false front, is an extremely rare example of a wood-frame commercial building in Florida. Nearly all these pioneer structures were lost to fires or building codes mandating masonry fireproof structures in response to fires. Initially a general merchandise store, George Parks partnered with Riley

²³ Thurlow, *Stuart*, p. 47



Christensen in 1913 and renamed the business the Stuart Mercantile Company. The new business sold paints, hardware, and fishing equipment for one of Stuart's most important industries and past times. In 1946 the Truman Fertilizer Company purchased the building and renamed it the Stuart Feed Store. The Stuart Feed Store operated until the 1980s, when the City of Stuart purchased the property. Since 1992, Stuart Heritage, Inc. has operated the Stuart Heritage Museum in the building.²⁴



FIGURE 10. GEORGE W. PARKS STORE, 161 SW FLAGLER AVE,

²⁴Alice L. Luckhardt, *Images of America: Stuart*, (Arcadia Publishing, 2016), p.25; FMSF MT046.



The growing population and economy of Stuart resulted in the need for governmental services. In 1909, Palm Beach County was formed from the northern part of Dade County. It extended to the St. Lucie River, just north of the fledgling community of Stuart. In 1914 the Town of Stuart was formally incorporated and divided into five wards or precincts. Among the first councilmen was John Boggan. Boggan served as president of the newly formed council and was a pioneer pineapple grower with a 50-acre tract under cultivation in the spring of 1914.²⁵

Paralleling the Kitching's Addition in 1910, the Potsdam Plat was formally recorded in 1912 (Figure 11). Surveyed in 1897, it is known historically and contemporaneously as the "Triangle" because of its distinctive form (Figure 12).²⁶ It was formed on the east side by the diagonal course of the FEC Railway and on the south by Frazier's Creek. It contained fourteen blocks and eighty-five building lots. Ironically, because of its survey date, the original plat indicates it was in Dade County, but it was recorded in Palm Beach County. The Potsdam Plat, along with the Feroe Subdivision, forms one of the two major areas of Downtown Stuart and the historic properties survey area.

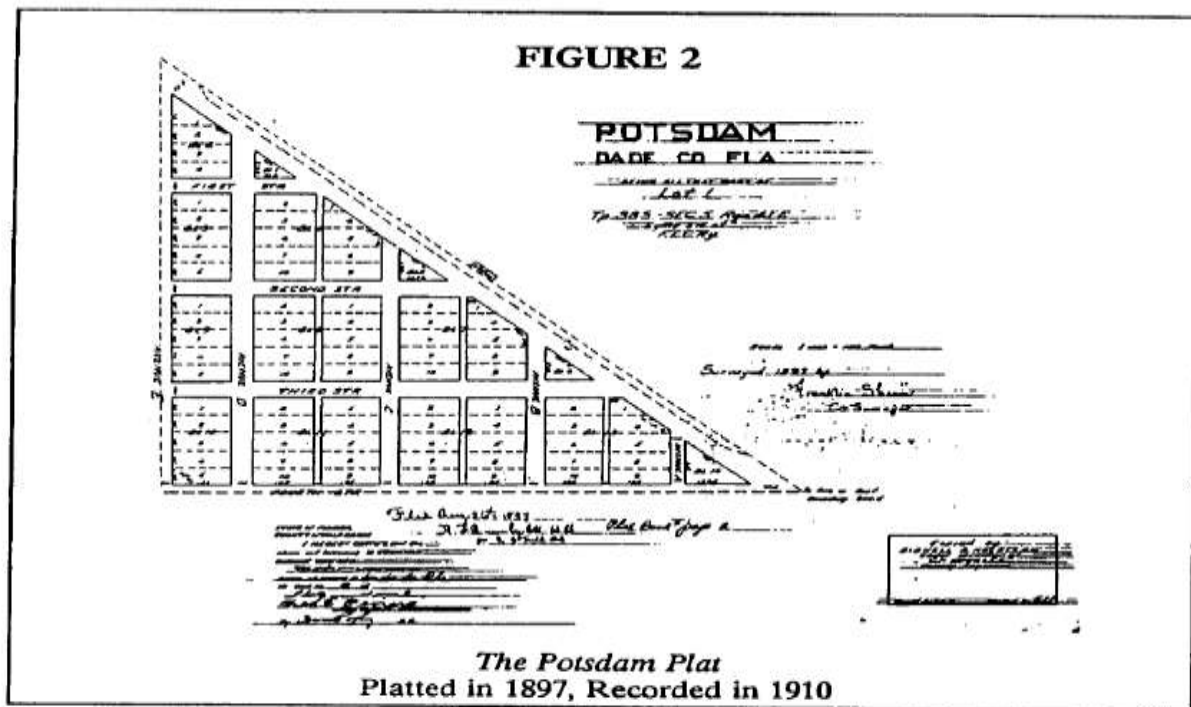


FIGURE 11. POTSDAM PLAT, A MAJOR PORTION OF DOWNTOWN STUART

²⁵Works Project Administration, "History of Martin County, Florida," p. 1.

²⁶ Historic Property Associates, Inc. "Survey of Stuart," 1991, p. 8.



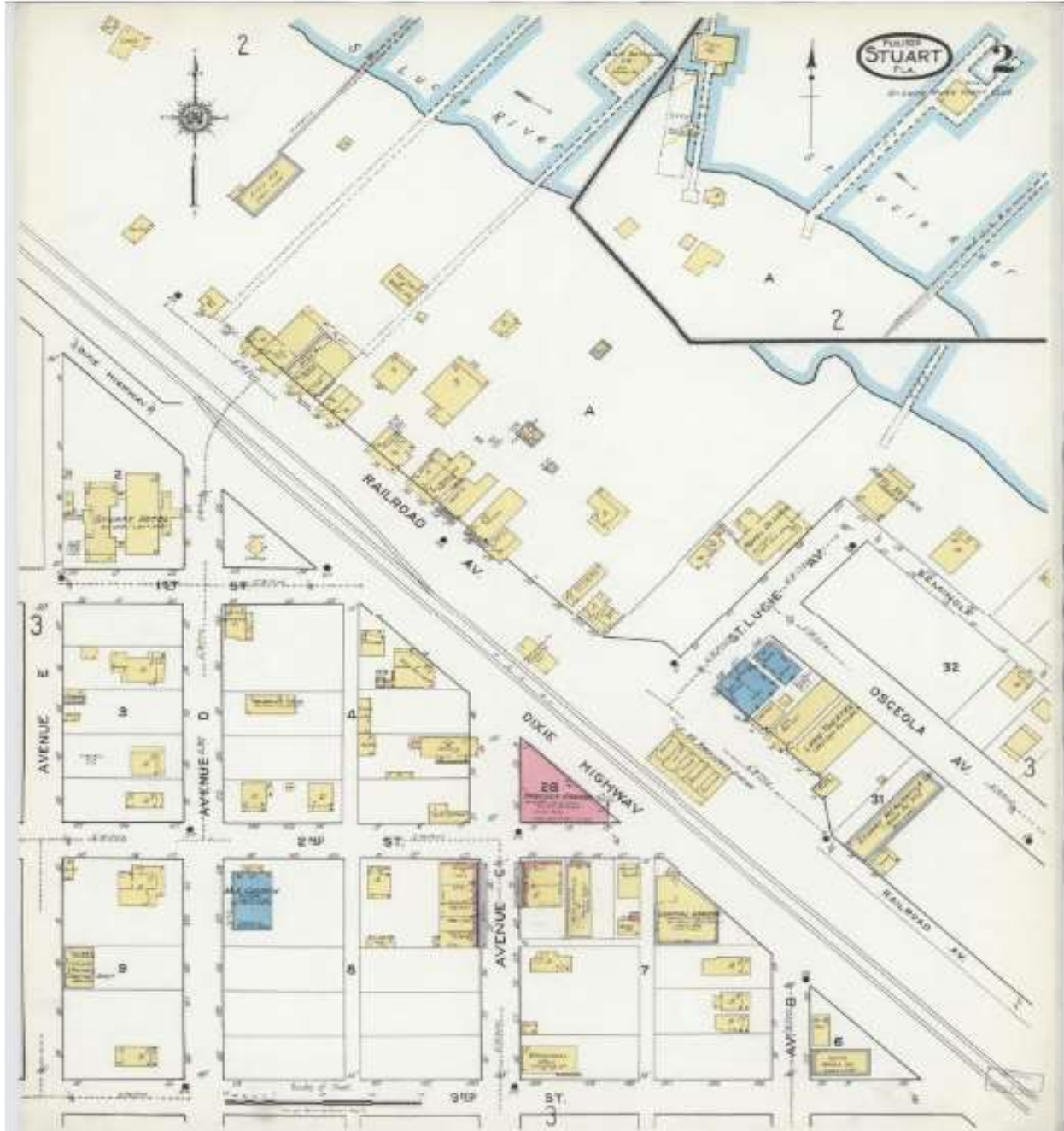
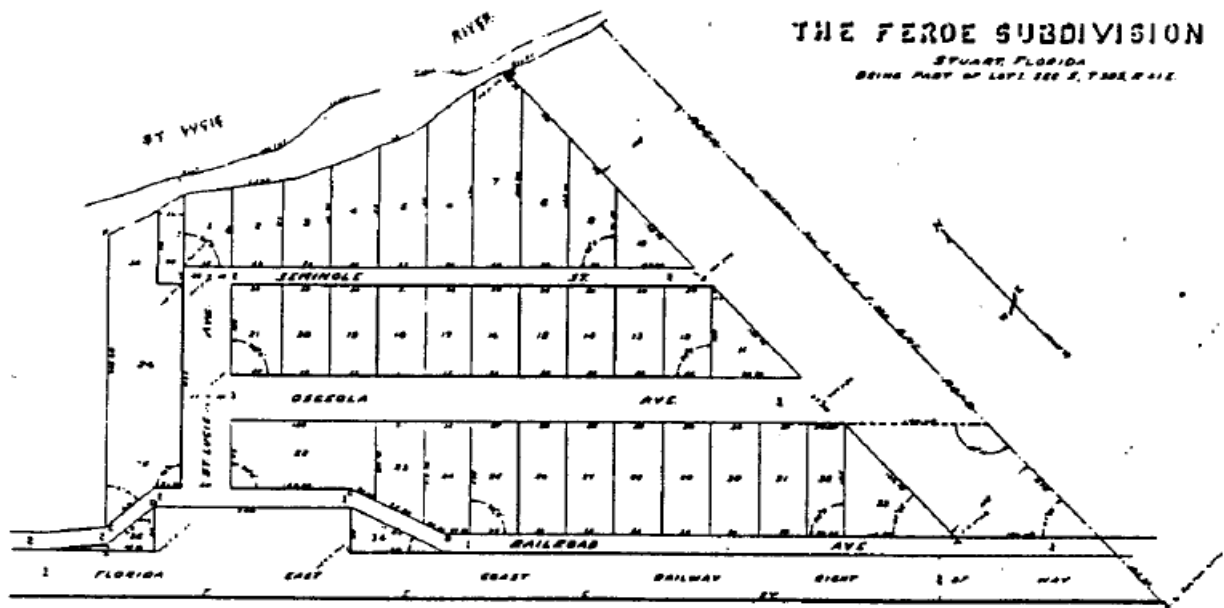


FIGURE 12. 1915 SANBORN FIRE INSURANCE MAP SHOWING THE TRIANGLE



The Feroe Subdivision, platted in 1912 by local developer Harry E. Feroe, was opposite the Triangle on the east side of the FEC Railway line (Figure 13).²⁷ The Feroe Subdivision and the Potsdam Plat illustrate the boom and bust, organic development of Stuart and many other East Coast, Florida communities. Stuart had no formal town plan. The irregularity of Downtown Stuart is in part a result of the diagonal course of the FEC Railway line and the undulating shoreline of the St. Lucie River. Thus, the Feroe Subdivision has an overall irregular form. Blocks, nonetheless, are rectangular. Flagler Avenue, originally Railroad Avenue, Osceola Avenue and Seminole Street run parallel to the rail line while St. Lucie and later Colorado run perpendicular. In contrast, the streets of Potsdam run north-south and east-west. Lots in the Potsdam Plat along the Dixie Highway on the southwest side of the railway are triangular in form. The junction of the two subdivisions, the Dixie Highway, the FEC rail line, and Colorado Avenue has resulted in a five-way intersection, nationally known as Confusion Corner. The triangular blocks and circular and irregular street patterns give Downtown Stuart a unique character and a historic sense of time and place.



The Feroe Subdivision
Platted in 1912 by Harry E. Feroe
FIGURE 13. FEROE SUBDIVISION

²⁷ Historic Property Associates, Inc. "Survey of Stuart," 1991, p. 10.



Two early commercial buildings in Downtown Stuart were the Stuart Bank and the Feroe Building, both built in 1912 and 1913 in the Feroe Subdivision (Figures 13-14). Henry C. Feroe donated the land for the bank and served on the initial board of directors. The bank opened on November 1, 1912, at 301 St. Lucie Avenue at the corner of Osceola. The first president was Stuart pioneer Walter Kitching. In 1922 the Stuart Bank moved across the street to the newly constructed Osceola Building. The building then housed city hall and by the following year, the Seminole Bank. The President of the Seminole Bank was John E. Taylor, who also served as Mayor of Stuart. Following the onset of the Great Depression in 1929, the Seminole Bank and all other banks in Stuart failed. Stuart was without a bank until 1933 when the Citizen's Bank of Stuart moved into the building. The Stuart Bank was constructed with a veneer of faux concrete blocks produced by local manufacturer, Frank J. Frazier. Frazier began producing the blocks, two at a time, between 1906 and 1909. In addition to the Stuart Bank, Frazier's blocks were used in the construction of the adjacent Feroe Building in 1913, the Stuart School in 1909 and for his mother, Margaret Frazier's, house in the Triangle area of Stuart.²⁸

Adjacent the Stuart Bank Building at 73 SW Flagler Avenue is the Feroe Building located at the corner of St. Lucie and Flagler opposite the FEC railroad depot. It was constructed in 1913 by local builder Sam Mathews using Dade County Pine and rough-face concrete blocks furnished by Frank Frazier. Its original owner was local real estate developer Henry C. Feroe. The two-story, two-part commercial building began as the Stuart Drug Store and later served as the Stuart Post Office.²⁹ It housed real estate office and various other businesses upstairs.

Another building constructed by Sam Mathews in Downtown Stuart was the Owl House at 100 Colorado Avenue. Built in 1904 for Francis Marion Platt, it was purchased in 1908 by Ethel and Charles Porter. The Owl House and other dwelling houses along Seminole Avenue are located on the banks of the St. Lucie Rivers and are historically distinct from the commercial area to the west. A highly unusual design, the Owl House features four triangular corner gables and eye-like windows which resemble the pointed ears and face of an owl. The four corners take the form of the prow of a ship, an appropriate design for Pratt who was a ship's captain.³⁰

Another building constructed by contractor Sam Mathews is the Woodman Hall at 217 Akron Avenue in the Potsdam Plat, west of the railroad. Completed in 1915, the building was a meeting hall for the Woodmen of the World, a national fraternal organization, and community meeting house. Many prominent residents were members of the Woodmen, including George W. Parks, the owner of the Park Mercantile Store. Stuart Main Street supported the restoration of the building in recent years.³¹

²⁸ *Stuart News*, July 31, 2013, p. 56; Luckhardt, *Stuart* p. 34.

²⁹ *Ibid.*; pp. 37, 57; Thurlow, *Stuart*, pp. 16, 18, 41, 69, 122, 160, 167, 173.

³⁰ HPA, p. 9; Luckhardt, *Stuart*, p. 105

³¹ HPA, pp. 11-12.



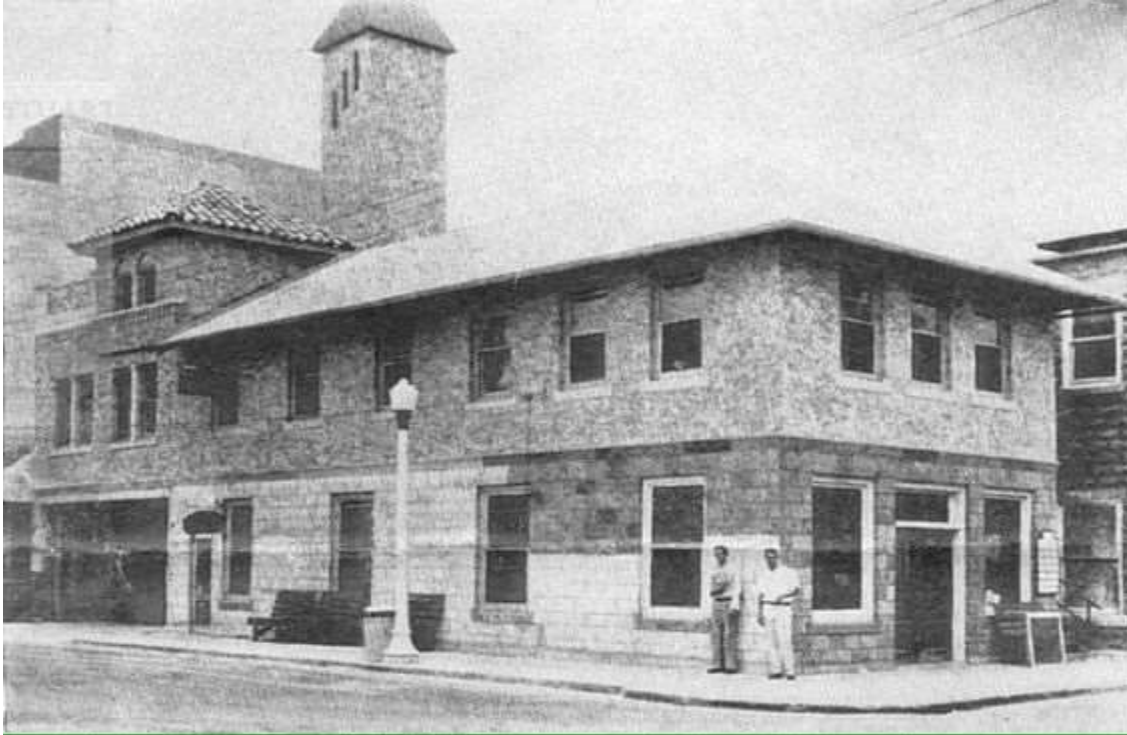


FIGURE 14. STUART BANK, 301 ST. LUCIE AVENUE, 1912



FIGURE 15. FEROE BUILDING, 1913, 73 SW FLAGLER AVENUE



Florida Land Boom, 1920-1928

Florida's economy blossomed after World War I. Stuart, like other communities throughout the state, benefitted from the Great Florida Land Boom. Real estate values rose dramatically during the Boom. In virtually all communities, new subdivisions were platted and recorded, lots were sold and re-sold, and new buildings were constructed. The City of Stuart experienced its most dynamic period of growth. Its population increased from 778 in 1920 to nearly 2000 in 1930. In 1925 Stuart reincorporated as a city.³²

The most important event of the 1920s in Stuart was the creation of Martin County in 1925. When Palm Beach County was created in 1909, the most populous city was West Palm Beach some forty miles to the south. Stuart, at the northern end of the county, felt isolated, underrepresented, and overtaxed. Residents of Stuart had only one county commissioner and felt they were asked to pay more than their fair share of taxes for county improvements. The situation came to a head in 1925, when the county commission passed a major road building program with only a small portion being spent in the Stuart area. A major concern was the lack of a highway bridge across the St. Lucie River, which then was only served by a ferry. A bill was passed by the Florida State Legislature and in May 1925 Martin County, named for Governor John W. Martin, was created from southern St. Lucie County and northern Palm Beach County. Stuart, with the largest population, became the county seat.³³

Increasingly, middle class visitors to Stuart came by automobile. State and local road construction was key to this development. Construction of US Highway 1 in Florida began in 1920 and was largely complete by 1925. It incorporated much of the earlier Dixie Highway. The section of US 1 from Vero Beach through Stuart to Miami was fully paved by 1923 as were the streets of the city. The road system spread west to Lake Okeechobee and agricultural parts of Palm Beach County, connecting these areas with the rail head at Stuart.³⁴

During the Boom, Downtown Stuart expanded south along Flagler Avenue and Osceola Street and along the Dixie Highway on the west side of the FEC Railway tracks. The first major building constructed was the Fuge or Osceola Building at 61 Osceola Street (Figure 16). Erected in 1921 by contractor J.A. Spiers, the Osceola Building was a one-story Mediterranean Revival commercial block with a rounded corner that wrapped around to St. Lucie Avenue. Its major tenant was the Bank of Stuart which re-located across the street from its original location upon completion of construction. The building was initially named for E.A. Fuge its owner and president of the bank. He, along with Stanley Kitching and J.R. Anthony, financed construction of the building. The bank was robbed by the Ashley Gang in 1924 and failed upon the collapse of the Florida Boom in 1926. The Osceola Building later housed an A & P. Grocery Store.³⁵

The major building constructed in Downtown Stuart during the 1920s was the Lyric Theatre at 59 SW Flagler Avenue (Figure 17). The Lyric Theatre was constructed by Judge John C.

³² Ibid., pp. 12-16

³³ Ibid.

³⁴ Ibid., p. 13

³⁵ Thurlow, *Stuart*, pp. 124-125; HPA, pp. 13-14; Luckhardt, *Stuart*, p. 61.



Hancock. Hancock, born in Illinois, lived in Jacksonville where he operated the Lyric and Lyceum theatres before moving to Stuart in 1902. He was appointed Justice of the Peace shortly after his arrival and thus obtained the title of judge. He invested in pineapple cultivation and ran an insurance business. In 1913, Hancock returned to the theatre business and built the first of three theatres on the site on Flagler Avenue.³⁶

When constructed in 1925, the third Lyric Theater was one of the largest buildings in Martin County. It was the first building in Downtown Stuart documented to be designed by an architect. The architect was John N. Sherwood in association with Mark J. Casto. The contractor was F.M. Walton who built the theatre at a cost of \$100,000. John Sherwood was based in Miami from 1922 to 1927. By 1927 he was practicing and living in Fort Pierce with offices also listed in Miami and Stuart. Sherwood designed several apartment buildings in Stuart, the Boom Period Fort Pierce High School, and the Sunrise Theatre in Fort Pierce.³⁷

Mark J. Casto, Sherwood's associate, was a native of New Jersey. Born in 1897, Casto was working as a mechanical draftsman in Stuart in 1920. Following his work on the Lyric Theatre, he moved to St. Augustine. During the 1930s, he worked as a construction superintendent for a number of New Deal, Works Progress Administration (WPA) projects in Flagler and St. Johns counties. The 1930 census listed him as an engineer working in architecture. Between 1935 and 1937, he supervised several WPA projects, most prominently the Bunnell and Hastings community centers. The Hastings Community Center, designed by St. Augustine Francis A. Hollingsworth, was listed in the National Register in 2007.³⁸

The Lyric Theatre, with its large size and highly detailed exterior, remains an anchor of Downtown Stuart. It embodies the Florida Boom period and conveys a strong sense of time and place. By the 1970s the Lyric Theatre and much of Downtown Stuart were in a period of decline. Since the 1980s local organizations such as Stuart Main Street have worked successfully for the revitalization of Downtown. The restoration of the Lyric Theatre, including its listing in the National Register of Historic Places in 1993, served as a catalyst for the rehabilitation of other buildings and extensive streetscape improvements in Downtown Stuart.

³⁶ Thurlow, *Stuart*, pp. 110-111.

³⁷ Lyric Theatre, NR nomination.

³⁸ Hastings Community Center, Hastings, Florida NR nomination.





FIGURE 16. OSCEOLA BUILDING, LEFT/LYRIC THEATRE IN RIGHT BACKGROUND



FIGURE 17. LYRIC THEATRE, 59 SW FLAGLER AVENUE



The third major building constructed in Downtown Stuart during the Florida Boom was the Mediterranean Revival Style Post Office Arcade at 13-31 SW Osceola Avenue (Figure 18). E.A. Fuge, President of the Stuart Bank, was a major investor in the Arcade. Designed by the architectural firm of Pfeiffer & O'Reilly of Miami and built by Sam Mathews, the Arcade was completed in April 1925. Located at the center of the Downtown business district, it contained over 700 post office boxes with 24-hour access. It extended nearly to Colorado Avenue. It operated from its opening until 1959, when a new post office was opened. It features two grand arched openings on Osceola and Seminole streets with a breezeway connecting the two. Once vacant and in distressed condition, the restoration of the Post Office Arcade was another key component in the revitalization of Downtown Stuart during the 1980s.³⁹

By the mid-1920s, at the height of the Great Florida Land Boom, Osceola Street, because of the increase in automobile transportation, had evolved into the primary commercial thoroughfare in Stuart. The last major building in Downtown Stuart prior to the collapse of the Boom in 1926 was the Minschke Building completed in December 1927. Constructed by Boleslaw Frank Minschke the Minschke Building was located on five lots and extended from Flagler to Osceola with storefronts on both sides. Along with the Lyric Theatre, the three-story structure was one of the largest in Stuart. Its major tenant was the Osceola Furniture Store. In the 1930s it became known as the Holleran Building. Beyond it to the south to Colorado, there were no buildings constructed until the late 1930s in Downtown Stuart.⁴⁰

Beyond Downtown, other important buildings were constructed in Stuart during the 1920s. One was Stuart High School at 500 East Ocean Boulevard (Figure 19). The school was designed by architect F.H. Trimble and built in 1922 by general contractor J.C. Hammer. The school opened for the fall term in September 1923. A large, two-story masonry structure, the school contained a 600-seat auditorium which was an attractive feature for community events. Eventually, as the population of Stuart grew and the building grew functionally obsolete, the school was adapted for use as the Martin County Administrative Offices. It currently is being converted to a performing arts center.⁴¹

A native of Canada, Frank Homer Trimble studied architecture at Morning Side College in Sioux City Iowa. In 1914, he moved to Florida where he became one of the state's most prolific architects. He initially practiced in Fellsmere in Indian River County but moved to Orlando in 1916. He designed over fifty schools and the campus plan and several buildings on the Florida Southern College campus in Lakeland, Florida. In nearby Indian River County he designed the Fellsmere School, listed in the National Register of Historic Places in 1996. In Vero Beach he designed a number of Mediterranean Revival style buildings, including the Farmers Bank, 1924; the Orange Apartments, 1924; and the Vero Theatre, 1924 also listed in the National Register.⁴² The Stuart High School was one his earliest educational facilities.

³⁹ HPA, p. 15; Thurlow, *Stuart*, pp. 9, 122, 124-125, 162, 167.

⁴⁰ Luckhardt, *Stuart*, p. 99.

⁴¹ Thurlow, *Stuart*, pp. 176-178.

⁴² Vero Beach Theatre NR nomination.





FIGURE 18. POST OFFICE ARCADE 13-31 OSCEOLA AVE, C. 1936



FIGURE 19. STUART HIGH SCHOOL, 500 OCEAN BLVD





FIGURE 20. TRIANGLE AREA, 1926



FIGURE 21. FIRST BAPTIST CHURCH, 200 AKRON AVE

Other important buildings constructed in the Stuart Survey Area included the Mediterranean Revival First Baptist Church at 200 Akron Avenue completed in 1925. Small apartment buildings and scattered residences were constructed in the Triangle along SW Ocean Boulevard, SW Camden Avenue, and SW Fifth Street (Figures 20-21). Most of these were designed in the Mediterranean Revival Style.

Great Depression and World War II, 1929-1945

The prospects for the City of Stuart seemed limitless to its boosters during the summer of 1926. There were signs elsewhere, however, that the speculative bubble that fueled the boom was beginning to deflate. In late-summer 1925, the Florida East Coast Railway declared an embargo of building materials to the already overloaded freight yards of South Florida. Northern newspapers began to run articles about corrupt speculative practices and cautioned their readers to be leery of promises of easy fortunes to be made through investment in Florida real estate. A final blow to the land boom came as a devastating hurricane hit South Florida in September 1926, bringing an abrupt halt to development there. A second hurricane entered Florida at nearby Palm Beach in 1928 and killed thousands particularly around Lake Okeechobee. Finally, the pineapple industry collapsed by 1929. Martin County growers were forced out of business by a nematode infestation and competition from foreign producers, particularly.⁴³

The collapse of the Florida Land Boom was soon followed by the onset of the Great Depression in 1929. Initially, the experience of Stuart during the Great Depression differed little from other communities in Florida. The economy was hard hit by a dramatic drop in tourism during the late 1920s. Several of the city's banks failed, never to reopen. From 1931 to 1933 Stuart had no bank. Real estate sales and building activity dropped precipitously as the number of tourists entering the community slowed to a trickle. From 1927 until 1936, there was no new construction in the downtown area.⁴⁴ By 1937, it was estimated that half the population of Stuart was on relief.⁴⁵

New Deal programs, particularly the Federal Works Projects Administration and the Works Progress Administration (WPA), offered relief to the city particularly through public works projects. These programs offered decent wages and temporary employment to Martin County residents and contributed to a return to prosperity. The most important public works project of the 1930s was the 1937 Art Deco addition to the extant Martin County Courthouse, originally constructed in 1908 (Figure 22).

When Martin County was created in 1925, Stuart was made the temporary county seat for a five-year period. The City of Stuart offered the old schoolhouse to the county for a rental of \$150 per month. The county initially refused but after negotiations accepted the school facility rent

⁴³ HPA, pp. 12-14.

⁴⁴ Ibid., p. 16.

⁴⁵ Martin County Courthouse, NR.



free. In 1930 Stuart officially became the permanent county seat. County offices remained in the original building until 1936, when the county purchased the property.⁴⁶

Martin County officials hired West Palm Beach architect L. Phillips Clark to adapt the old building and design a new front addition. They awarded the construction contract to West Palm Beach contractor Chalker and Lund in 1937. Construction was financed with both county and federal funds, with the county paying for 45 per cent of the cost. Chalker and Lund integrated the rear wall of the new structure with the façade of the old building creating a single structure.⁴⁷

The courthouse was designed in the context of Public Works Progress Administration architecture, sometimes called PWA Moderne. It was Stuart's first building of modern design, breaking with the vernacular and revival styles of the city's earlier architecture. The Art Deco façade of the courthouse featured a character defining zig-zag frieze, cast concrete detailing applied to a smooth white stucco exterior finish, a stepped and set-back main elevation, geometric linear forms, metal frame windows and floral and tropical motifs (Figure).⁴⁸

L. Phillips Clarke, the architect of the courthouse, was born in 1897 in Pittsburgh, Pennsylvania. While a native of Pittsburgh Clarke wintered from his infancy in Palm Beach, Florida. He was a graduate of the University of Pennsylvania. Following his graduation, he formed an architectural firm with Henry Stephen Harvey, a fellow Penn graduate. After initially practicing in Philadelphia, Clarke and Harvey moved their practice to West Palm Beach in 1921. During the Florida Land Boom, they became one of the most prominent architectural firms in Palm Beach County. They designed many important buildings including the West Palm Beach City Hall and fire station, the Daily News Building, and the iconic West Palm Beach Seaboard Air Line Railroad Station. Clarke, in fact, was the architect for all Seaboard Air Line Stations in Florida. His design for the West Palm Beach Station is high-style Spanish Baroque, often referred to as Mission Style. Of national architectural significance, the station was a very early National Register listing in Florida, designated in 1973.⁴⁹

During the mid-1930s, Stuart began to slowly climb out of the Depression. In 1936 Earl J. Ricou built the first building since 1927. Ricou had been in the hardware business since 1921 and in November 1936 he built a one-story masonry store on the north side of the Post Office Arcade. The Ricou Hardware Building carried all types of hardware and, indicative of the growing outdoor activities, he carried a variety of sport fishing equipment. Its construction signaled a slow climb for Downtown Stuart from the throes of the Great Depression⁵⁰

⁴⁶Ibid.

⁴⁷Ibid.

⁴⁸Ibid.

⁴⁹Ibid; West Palm Beach Seaboard Air Line, NR.

⁵⁰Luckhardt, *Stuart*, p. 102.



Others commercial buildings opened in Downtown Stuart prior to the war. Green's Department Store, a two-story, two-part commercial block opened in November 1940. It was owned by H.J. Green and located between the Lyric Theatre and the Holleran Building. South of the Holleran Building, Lester A. Pressel built a one-story commercial block in late 1940.⁵¹

In 1938, L. Phillips Clarke also designed the Art Moderne Citizen's Bank at the corner of Osceola and Colorado streets (Figure 23). The contractor was Watt and Sinclair. The bank was the first major building constructed in Downtown Stuart since the mid-1920s.⁵² It had a rounded façade reflecting its Art Moderne design and its location on the Haney Circle Park. In 1946 the bank became a member of the Federal Reserve System. Three years later, the bank added a wing at 1 SW Osceola. In 1958, the bank received a national charter and became the First National Bank of Stuart. In 1961 the First National Bank of Stuart moved to a new location.⁵³

Modernistic design continued south of the intersection of the Haney Circle Park with the construction of the Theodore Dehon Building at 11 SE Osceola Street and the Hipson Building at 31-33 SE Osceola Street just prior to World War II. Both buildings were examples of the Art Moderne style of architecture. The Theodore Dehon Building was constructed in 1941 and designed in the Art Moderne Style by Palm Beach architect Frederick G. Seelman. Located at the corner of Colorado and SE Osceola streets the building was designed with a turned corner, a characteristic of the Art Moderne style, and to conform with the curve around Haney Circle.⁵⁴

The Hipson Building, just south of the Dehon Building was completed in June 1941 with a design inspired by the architecture of the 1939 New York World's Fair. Frederick Seelman also designed the Hipson Building.⁵⁵ Dr. Harry H. Hipson, Mayor of Stuart at the time, financed construction of the building which was the first professional office building in Stuart. Hipson, a resident of Stuart since 1923, was a dentist and had his office on the right side of the building. Dr. John Huggins occupied the second office. Between the two wings of the building was a sunken garden.⁵⁶ The Hipson Building was the best example of the Art Modern style in Stuart.

Stuart was recovering from the Great Depression when the Japanese attacked Pearl Harbor on December 7, 1941. The United States Congress declared war on Japan the next day, and Germany, in response, declared war against the United States on December 11th. The war soon hit close to Stuart. German U-boat began torpedoing ships in the nearby Atlantic Ocean and residents could hear explosions and see pillars of smoke on the east horizon.⁵⁷

⁵¹ *Stuart News*, July 4, 2018.

⁵² *Stuart News*, October 27, 2013, p. 122.

⁵³ Thurlow, *Stuart*, p. 161; Luckhardt, *Stuart*, p. 123.

⁵⁴ *Stuart News*, October 27, 2013, p. 126.

⁵⁵ *Stuart News*, July 24, 2013, p. 39; *Stuart News*, August 7, 1941, p. 1.

⁵⁶ *Stuart News*, June 26, 1941, p. 1; HPA, p. 17.

⁵⁷ Thurlow, *Stuart*, p. 9





FIGURE 22. MARTIN COUNTY COURTHOUSE, C. 1937



FIGURE 23. ART MODERNE CITIZEN'S BANK OF STUART, C. 1938



Florida immediately became a major military training facility, particular for United States Army and Navy aviators. In October 1942 Martin County leased the local municipal airport to the United States government for use as an aviation training facility. The United States Navy took possession of the airport and invested \$10 million dollars in improvements. Known originally as MacArthur Field, it was renamed Witham Field in remembrance of Naval Aviator Paul Witham who was the first of his rank from Stuart to die in the war. Witham Field was a Naval Auxiliary Airfield (NAAF) subordinate to Naval Air Station (NAS) Vero Beach. It provided support to the main air station for initial training and proficiency for U.S. Navy and U.S. Marine carrier and land-based aviators. Witham Field was decommissioned in July 1947 and returned to Martin County. During the 1950s and 1960s Northrop Grumman leased much of the airport property. The company manufactured parts and conducted flight tests on several military aircraft. It was a major employer in Stuart and Martin County.

The Federal Recreation Building on Flagler Avenue was the major building constructed in Stuart during World War II (Figure 24). In addition to the naval aviators at Witham Field, there were signal corps trainees at Camp Murphy in Hobe Sound as well as personnel at the Jensen Coast Guard Station and the Port of Fort Pierce. Camp Murphy alone had 2500 to 3000 trainees monthly. The Victory Hotel in Stuart was initially used for recreation and relaxation for off-duty servicemen, but local facilities quickly proved inadequate for the volume of visitors. Designed by local architect Bert Keck, the Federal Recreation Building was constructed through \$35,000 in federal government financing. It officially opened on Sunday, October 10, 1943, as the Martin County Service Club with approximately 1000 attendees. The building housed a variety of recreational activities and hosted dances, particularly on Saturday nights. Martin County and the City of Stuart contributed funds for maintenance of the building totaling about \$16,000.⁵⁸

At the end of World War II, the City of Stuart began negotiating with the federal government for the purchase of the recreation center. On May 2, 1946, the city purchased the building and renamed it the Stuart Civic Center (Figure 26). It made the building available for local residents, civic organizations, social groups and community clubs. The auditorium served large meetings and as a venue for dances, particularly for the city's youth. By the early 1960s, the Stuart Civic Center was informally known as the Stuart Recreation Center and later the Stuart Rec Center. It would later be officially renamed the Flagler Recreation Center and Flagler Place. In 2020 Stuart Main Street assumed operations of the building, moved its administrative offices there and renamed the venue "Flagler Center."⁵⁹

The architect of the Federal Recreation Building was Bert D. Keck, Stuart's most important historic architect (Figure 25). Bertin Daniel Keck was a native of Iowa but was educated in Illinois. Keck learned his construction skills from a cousin who was a contractor and his design skills from a second cousin who was an architect with whom he apprenticed. In 1901 Keck moved to Grand Forks, North Dakota and the following year to Crookston, Minnesota. He maintained offices in both places. He developed a prolific and accomplished architectural

⁵⁸ Thurlow, *Stuart*, p. 185.

⁵⁹ Alice L. Luckhardt, "Stuart Service Men's Club-Stuart Civic Center-Stuart Recreation Center-Flag Place-Flagler Center" *Stuart Main Street*, 2020, pp. 1-3.



practice. He designed buildings in North Dakota, Minnesota and several adjacent states. His practice extended into the Canadian cities of Winnipeg, Calgary and Edmonton. He designed hotels, business blocks, government buildings and residential buildings. Three of his designs in Crookston have been listed in the National Register of Historic Places.⁶⁰

In 1925, tired of the cold Minnesota winters, Bert Keck moved to Stuart at the height of the Florida Boom and practiced there the rest of his career. In addition to the Federal Recreation Building, Keck designed a similar recreation center in Fort Pierce. He designed a 1954 addition to the Martin County Courthouse and was Martin County school board architect for over two decades. In total, he designed over 500 buildings of various types. He also maintained an office in Palm Beach, which was managed by his son, Konrad who followed his father into the practice of architecture.⁶¹

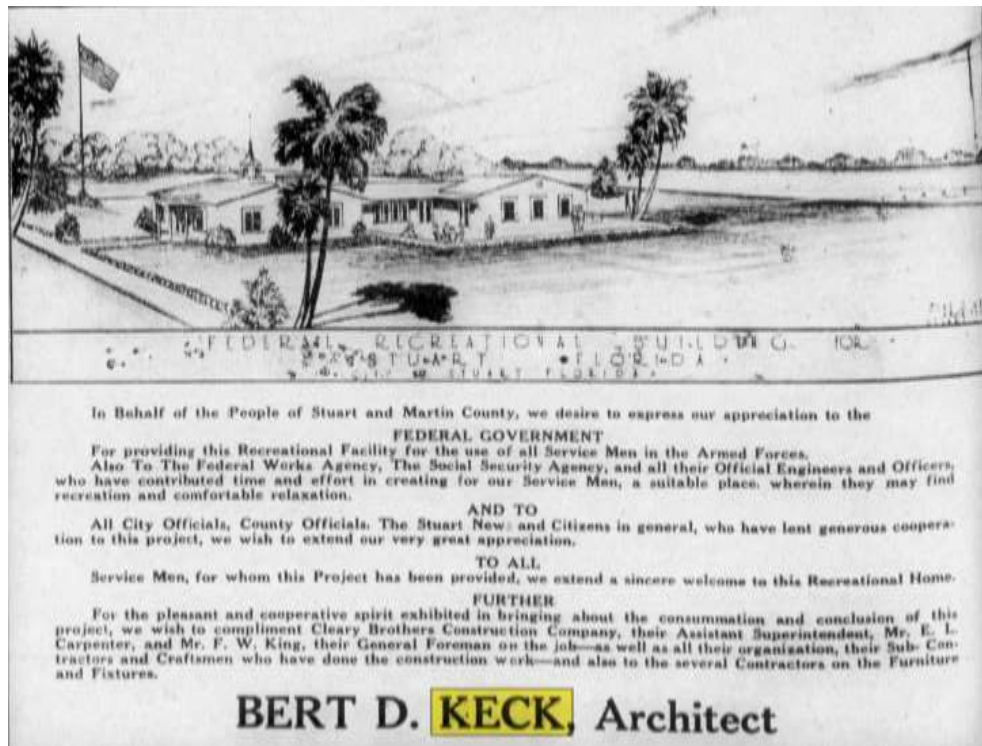


FIGURE 24. RENDERING OF FEDERAL RECREACTIONAL CENTER, 1943

⁶⁰ *Stuart News*, May 3, 1945, p. 6.

⁶¹ *Ibid.*





FIGURE 25. BERT D. KECK, ARCHITECT



FIGURE 26. STUART CIVIC CENTER 1948

Post-World War II to 1974, (1945-1974), Period of Slow Decline

The immediate post-World War II development of the Stuart Main Street Survey Area included.

Completion of the central commercial district around Haney Circle at the intersection of Osceola and Colorado avenues. Haney Circle was one of Stuart's first three parks, dedicated to the city in 1912 along with a circular roadway as part of the recording of the Charles Porter Subdivision.⁶² It became the centerpiece of Downtown Stuart (Figure 27).

Haney Circle was named for Cynthia Burnette Haney. Mrs. Haney was a newspaper columnist and the wife of Dr. Horace John Haney, a pioneer physician in Stuart. She was a national leader in the Women's Christian Temperance Union (WCTU) and was assigned to Florida in 1897. She was a founder of the Stuart Women's and became highly respected in the community. She continued to write newspaper columns until shortly before her death in 1932.⁶³

Originally named Flower Circle, in 1920 the Stuart Town Council renamed the park for Mrs. Haney in recognition of her work in temperance and women's rights. In the late 1940s, Haney Circle was only landscaped with modest flowers and a centrally placed palm tree. Seeking to improve its appearance, in 1949 the Stuart Women's Club learned of the availability of an award-winning statue which had been exhibited at the 1939 New York World's Fair. Known as the "Goddess of Abundance" the statue was the work of sculptress Manya Komole, Venice, Italy and was cast in bronze in Paris by Alexis Rudier. While valued at \$25,000 the Women's Club was able to obtain the statue for only storage costs.⁶⁴

The City of Stuart and the Women's Club planned to install the Abundance Statue at the center of Haney Circle. However, upon arrival, it was discovered that the Abundance Statue was, in fact, a scantily dressed voluptuous women holding a wine jug. It was decided that such a statue in Haney Circle would be disrespectful to Mrs. Haney, a conservative teetotaler and supporter of temperance. Instead, the statue was placed on the west side of the Martin County Courthouse and relocated to Memorial Park in 1961. Finally, in 1991, Abundance was installed in Haney Circle as originally intended (Figure 28).⁶⁵

Building around the Haney Circle was completed in 1948 with the construction of the Arthur Dehon Building at the southwest corner of Colorado and Osceola Avenue with additional frontage on Flagler Avenue. The Arthur Dehon Building was one of the larger buildings in Downtown Stuart. It featured a corner turn on Haney Circle. It was built by prominent local contractor Herb Young using steel reinforced concrete construction and concrete block. It housed retail businesses on the first floor and professional offices on the second. It was two stories in height and had 114 front feet on Flagler Avenue, 70 feet on Colorado and 140 feet on Osceola.⁶⁶

⁶²Thurlow, *Stuart*, pp. 64, 108, 173; *Stuart News* October 27, 2013, p. 80.

⁶³Thurlow, *Stuart*, pp. 64, 108, 173

⁶⁴*Stuart News*, July 23, 1961, p. 21.

⁶⁵Thurlow, p. 108; *Stuart News*, July 6, 1961, p. 21; July 13, 1961, 7-A; October 12, 1961, p. 23.

⁶⁶*Stuart News* October 27, 2013, p. 126.





FIGURE 27. HANEY CIRCLE WITH CITIZENS BANK IN BACKGROUND, C. 1940



FIGURE 28. HANEY CIRCLE SHOWING ABUNDANCE STATUE



FIGURE 29. DOWNTOWN STUART, 1948

A final important building in Downtown Stuart was the Masonic Temple at 14 SW Osceola. Constructed in 1949, it was located just south of Haney Circle opposite the Theodore Dehon Building at 11 SW Osceola and the Hipson Medical Building at 31-33 SW Osceola Avenue. In 1950 a final major building was added to Downtown with construction of the King and Parks Pontiac and GMC dealership. Located at the intersection of Colorado and Flagler Avenue, the dealership sold both cars and trucks and included a Gulf service station. With rounded corners and a white stucco finish, horizontal grooves accented with blue paint and a flat roof, the building fit in perfectly with the buildings around Haney Circle.⁶⁷ By 1950 the historic development of Downtown Stuart was largely complete (Figure 29).

Since its founding commercial and recreational fishing in Stuart has been an important part of the local economy. During the 1950s the city chamber of commerce undertook a publicity campaign that resulted in Stuart being proclaimed the “Sailfish Capital of the World” in 1957. Credit for the catchphrase is given to Stuart News editor Ernie Lyons. In January 1938 Lyons hosted half-a-dozen sportswriters from several of the largest newspapers in the United States. The group included Fred Fletcher of the New York Daily News, considered the dean of American sports writers; Raymond Camp, New York Times, fishing editor; and Bob Monroe, fishing editor for the Miami Daily News. The group fished with Captain Add Whitcarr and his sons Jack, Johnson and Curt. The charter resulted in over 1,000 catches in less than a week. Upon returning home, the writers referred to Stuart as being the “World Capital of Sailfish” (Figures 30-31).⁶⁸

By the 1950s, sport fishermen had been coming to Stuart for decades. The Stuart Sailfish Club, organized in the 1930s to promote fishing tourism in Stuart, was officially chartered in 1941. It publicized sport fishing opportunities, organized tournaments, and created the first conservation program. While sailfish were once abundant over-fishing and pollution threatened commercial, recreational and sport fishing. The catch and release program, which the club promoted, was

⁶⁷ Luckhardt, *Stuart*, p. 125.

⁶⁸ discovermartin.com/sailfish-capital-world/Thurlow, *Stuart*, pp. 54-56; *Stuart News*, October 27, 2013, p. 84.



ultimately successful, and the reputation of Stuart as the “Sailfish Capital of the World” was preserved.⁶⁹

Although it was already well-known for its sport fishing, in the 1940s and 1950s Ernest Dutton, a documentary film producer from Sewall’s Point, made a series of films about sport fishing in Stuart. The films were shown to civic clubs and fishing organizations across the country. Over the years various celebrities further promoted Stuart as a center of sport and recreation fishing. The first was President Grover Cleveland at the outset of the twentieth century. Presidents Chester Arthur, William Howard Taft, Theodore Roosevelt and Warren G. Harding followed. Other well-known individuals who visited Stuart for sport fishing were Lt. General Walter Bedell Smith, adjutant to General Dwight D. Eisenhower, who accepted the German surrender on V-E Day; Franklin D. Roosevelt, Jr; newspaper publisher Herbert Pulitzer; actress Francis Langford and Ralph Evinrude, manufacturer of outboard motors.⁷⁰

The Stuart Chamber of Commerce campaign resulted in R.A. Gray, the Florida Secretary of State, issuing an official certificate in 1957 proclaiming the city “Sailfish Capital of the World.” This state trademark gave Stuart the right to use the slogan for advertising purposes and created an identity for the city. Subsequently, the Stuart High School yearbook became known as the Sailfish. Patches worn by the City of Stuart Police Department display a sailfish logo.⁷¹ The identity of the sailfish with Stuart was cemented with the construction of the 18-foot bronze Sailfish Statue and Fountain at Jefferson Circle in Downtown Stuart in 2002.

Physical development of Florida cities, such as Stuart, following the collapse of Florida Land Boom, the onset of the Great Depression, and World War II, resumed with vigor in the late 1940s.. Many veterans who had served in Florida during the war visited became permanent residents. In the postwar era, Stuart faced developmental pressure like virtually every Florida city. Condominiums, hotels, apartment buildings, and commercial plazas replaced many historic commercial buildings and residences. Stuart was not exempt from development pressures and would face many challenges in updating its infrastructure while still preserving its historic sites and buildings in the post-World War period.

⁶⁹ Thurlow, *Stuart*, pp. 52-53; Luckhardt, *Stuart*, 83-88.

⁷⁰ Luckhardt, *Stuart*, 83-88.

⁷¹ Ibid.





FIGURE 30. STUART SAILFISH CAPITAL OF THE WORLD



FIGURE 31. EARLY SAILFISHING IN STUART, C. 1940



Similar to other Florida cities, in the 1950s and 1960s, Downtown Stuart suffered an exodus of major businesses and governmental services. Florida Power and Light Company, Southern Bell Telephone, the U.S. Post Office, the Martin County Savings and Loan Association, and the First National Bank all left Downtown between 1956 and 1966. The Hotel Commodore on SW Flagler Avenue burned, killing two men, and threatening all buildings in the Downtown core. Fire also destroyed a major religious structure, the St. Joseph Catholic Church. Like most cities in the South, Stuart suffered racial conflict. The major event occurred in 1960s over the killing of Charles Fyne by two white police officers.⁷²

In the mid-1960s and early 1970 Stuart experienced highs and lows. Robert Hall was elected as the first African American to serve on the Stuart City Commission. The city changed its charter to end Jim Crow law and the Martin County School system was integrated without major incidents. A new city hall was built Downtown on the site of the Hotel Commodore. Designed by architect Phillip R. Braden, Jr. it was one of the only substantive buildings constructed in Downtown Stuart between 1950 and 1987, when the Stuart Main Street Program began. The exodus from Downtown continued in the 1970s, including the loss of the Amtrak Station, leaving Stuart without rail passenger service for the first time since 1894.⁷³

Downtown Stuart 1974-Present, From Vacant to Vibrant

Downtown Stuart continued to decline during the late 1970s and early 1980s. The fortunes of Downtown began to turn with the election of Joan Jefferson, historic preservationist to the Stuart City Commission in 1979. Jefferson would later be elected Stuart's first female mayor in 1982. She and others would lead the effort to preserve and revitalize Downtown Stuart. The preservation community opposed efforts to eliminate the iconic "Confusion Corner" and demolish the landmark WPA, Art Deco Martin County Courthouse. Preservation became institutionalized in Stuart with the establishment of the National Trust for Historic Preservation's Main Street Program in 1987.⁷⁴

Preservation of the 1937 Art Deco Martin County Courthouse was Stuart's first major preservation battle. By the 1970s with an exploding population, it was clear Martin County needed a larger facility. The old courthouse was functionally obsolete, undersized, and infested with rodents and roaches. In 1988 the county commission committed funds for a larger, modern judicial facility. The initial plan for construction of the new courthouse included demolition of the old one. Paralleling the county courthouse planning, the City of Stuart selected Miami architects and planner Andres Duany and his partner and wife, Elizabeth Plater-Zyberk to update the city urban code and develop a master plan for the revitalization of Downtown Stuart. Duany

⁷² Stuart News October 27, 2013, p. 90.

⁷³ Ibid., p. 34Z

⁷⁴ Stuart News October 27, 2013, p. 98



argued for the preservation of the courthouse. He felt it was historically and architecturally the most important building in Stuart.⁷⁵

Many city and county officials and some members of the public disagreed with Duany, but he received strong support from local architects and Stuart Heritage, Inc., a private, non-profit historic preservation organization. In August 1988, the Martin County Commission applied to the Florida Department of State for a \$200,000 grant-in-aid to pay for restoration of the old courthouse. The grant was funded, and the old courthouse was restored and adapted for use as a local cultural center. In 1996, Jane Dickerson of the Cultural Center Board of Directors along with Dr. Carl Shiver of the Division of Historical Resources wrote an application for listing the courthouse in the National Register of Historic Places. The Keeper of the National Register approved the application, and the courthouse was listed in February 1997.⁷⁶ A major Stuart historic landmark had been officially recognized and preserved.

Since 1987 Stuart Main Street has been the prime mover in the remarkable revitalization of Downtown Stuart. In 1986 historic preservationist and city commissioner Joan Jefferson approached the Downtown Business and Professional Association and asked for support to form a National Trust for Historic Preservation Main Street Program. In 1987, the State of Florida, Bureau of Historic Preservation designated Stuart a National Main Street community. The business community contributed \$20,000 in funding for the program and donated office space. Donna Renninger was selected as Stuart's first Main Street Manager.⁷⁷

When the Main Street program started, Downtown Stuart was full of vacant, run-down buildings. Competition from outside retailers such as the Treasure Coast Square Mall in Jensen Beach were drawing shoppers from the Downtown area. The occupancy rate Downtown was less than fifty percent. In 1987 Joan Jefferson and her architect husband, Peter, learned of plans to partially demolish the Post Office Arcade for parking. In 1990, along with bookstore owner Ann MacMillan and her physician husband David, they were able to purchase and preserve the building.⁷⁸

Commissioner Jefferson, originally from South Florida, brought in Andres Duany to lead a series of charrettes and workshops about how to revitalize Downtown. The City of Stuart and the Downtown business community sponsored the workshops. The workshops resulted in a re-writing of a new city building and zoning codes and the concept of a "people oriented" community. In 1991 the City of Stuart sponsored a historic properties survey which identified over 200 potential historic buildings in the city. Encouraged by the direction of Downtown, another group bought the Lyric Theatre, then being used as a church, and returned it to its historic use as an entertainment center. The Lyric Theatre became an anchor for Downtown, drawing crowds on nights and weekends and contributing to the success of restaurants and other Downtown businesses. Local

⁷⁵ Martin County Courthouse, National Register nomination.

⁷⁶ Ibid.

⁷⁷ Stuart News October 27, 2013, p. 90.

⁷⁸ Stuart News October 27, 2013, p. 38Z.



architect Donald Armstrong, Jr. wrote an application for listing the Theatre in the National Register of Historic Places, which was approved in November 1993.⁷⁹

Other important accomplishments in Downtown Stuart included the “Dancing in the Streets” program on Sundays. The “Abundance Statue” was moved to Haney Circle in 1991 and a roundabout with a statue of a sailfish was created on Joan Jefferson Way, named for preservationist, city commissioner and former Mayor Joan Jefferson. Riverwalk was created along the south shore of the St. Lucie. Boutique and specialty shops and restaurants began moving into Downtown as Main Street programs and the Duany plan were implemented.⁸⁰

Established in 1987, Stuart Main Street has been the principal community revitalization organization for Downtown Stuart for over thirty-five years. Working within the framework of the National Main Street’s Four Point Approach of Organization, Design, Economic Vitality and Promotion, Stuart Main Street focuses on community vision, unique assets, and market realities to build a thriving Downtown for residents and visitors. Working with the Downtown Business Association, it sponsors community events such as the Rock’N Riverwalk concert series, Christmas on Main Street tree lighting, and the annual Downtown Art Festival. These events attract over 80,000 visitors to Downtown Stuart every year. In 2012 Stuart Main Street invested \$15,000 in improvements to the historic Flagler Center at 201 SW Flagler Avenue. The center hosts annually more than 200 private events and several conventions. Presently, Stuart Main Street is working with the City of Stuart Community Redevelopment Agency on this update of the 1991 historic properties survey. One of the primary goals of the survey is to establish the basis for a National Register historic district for Downtown Stuart. This will bring recognition and authenticity to the Downtown area and financial incentives for renovation such as federal tax credits and state and federal grants.

⁷⁹Stuart News October 27, 2013, p. 38Z.

⁸⁰ Ibid.



STUART HISTORIC PRESERVATIONIST, CITY COMMISSIONER AND MAYOR JOAN JEFFERSON AND HER ARCHITECT HUSBAND PETER JEFFERSON ALONG WITH ARCHITECT AND URBAN PLANNER ANDRES DUANY WERE MAJOR PLAYERS IN THE REVITALIZATION OF DOWNTOWN STUART IN THE 1980S.



FIGURE 32. JOAN AND PETER JEFFERSON AND ANDRES DUANY



FIGURE 33. JOAN JEFFERSON CIRCLE/SAILFISH STATUE DOWNTOWN STUART



ARCHITECTURAL RESOURCES IN DOWNTOWN STUART

Summary

The Downtown Stuart Survey Update focuses on the Main Street area of the city and the commercial core east of US Highway 1. It had identified 203 historic buildings and other historic property types in the city dating from the period 1901 to 1974. It encompasses all or part of thirty-seven (37) city blocks. This area contains two main subdivisions: the Feroe Subdivision and the Potsdam Plat, known historically and contemporaneously as the Triangle. The Potsdam Plat, along with the Feroe Subdivision, form the core of Downtown Stuart.

At the core of Downtown Stuart, primarily in the Feroe Subdivision, is a historic commercial area encompassing all or part of fourteen (14) city blocks. It is the area covered by Stuart Main Street (Figure 34). Most of the buildings in the commercial area were constructed between 1912 and 1950 and are one-two story masonry commercial blocks. Within the Downtown area are the Art Deco Martin County Courthouse and the Mid-Century Modern 1974 Stuart City Hall, the city's principal historic governmental buildings. Also, in the Downtown core are the courthouse and the Lyric Theatre, the two most architecturally significant buildings.

Surrounding the Downtown core are residential areas. Frame vernacular is the most common building tradition in the area, but scattered examples of formal architectural styles are found. The Bungalow and Mediterranean inspired styles are the most common prior to 1930. After World War II there were a small number of the Ranch and Minimal Traditional styles. In addition to commercial and governmental buildings, the survey area contains two important civic buildings, a church, apartments, Haney Circle, a historic city park, and the City of Stuart Water Tower, a structure. The physical integrity and condition of the area is good, particularly in the commercial core where the Stuart Main Street program has had a very positive effect since 1987.

Setting

The City of Stuart is located on the banks of the St. Lucie River, approximately forty miles north of the major city of West Palm Beach, Florida. Stuart is the seat of Martin County. It is a medium-sized city in a rapidly developing county. The primary thoroughfares are U.S. 1, Florida A1A which links Stuart with the Atlantic Coast, and Florida State Road 76, which leads to U.S. Interstate Highway 95. The Florida East Coast Railway line runs north and south through the historic core and the survey area.

The Potsdam Plat, along with the Feroe Subdivision, form the two major areas of Downtown Stuart (Figure 35). The Feroe Subdivision has an overall irregular form. Its form is shaped by the diagonal line of the FEC rail line and the irregular shoreline of the St. Lucie River. Blocks



are rectangular. The major north-south streets are Flagler Avenue, originally Railroad Avenue, Osceola Avenue and Seminole Streets. The major east-west streets are Colorado (formerly Belle Flora) Avenue and St. Lucie Avenue. The north-south streets run parallel to the rail line while St. Lucie and Colorado run perpendicular.

South of the Feroe Subdivision, from Colorado to Florida Avenue, is the Charles Porter Subdivision. This area is also part of the Downtown core. It is transitional in historic use with commercial buildings at Haney Circle, the intersection of Osceola and Colorado, and primarily residential buildings the more one proceeds south. This area includes Denver and Detroit avenues which run east-west, Ocean and the continuation of SW Seminole Street and Osceola Avenues.

Although no zoning laws existed at the time it was platted, the Feroe Subdivision was originally mixed use. Flagler Avenue and Osceola Street were commercial and governmental while the east side along Seminole Avenue and the St. Lucie River featured private large residences on waterfront lots. This historic use pattern remains today, although developmental pressures have resulted in the demolition of some residences along the river and their replacement with large scale condominiums and apartments.

The Potsdam Plat was formally recorded in 1912. Surveyed in 1897, it is known historically and contemporaneously as the “Triangle” because of its distinctive form. It was formed on the east side by the diagonal course of the FEC Railway and on the south by Frazier’s Creek. It contains fourteen blocks and eighty-five building lots. Southwest of the Potsdam Plat, the survey area includes the Frazier’s Addition, a primary residential neighborhood containing an additional thirteen blocks.

In contrast to the Feroe Subdivision, the streets of Potsdam run north-south and east-west. Lots in the Potsdam Plat along the Dixie Highway on the southwest side of the railway are triangular in form. The junction of the two subdivisions, the Dixie Highway, the FEC rail line, and Colorado Avenue has resulted in a five-way intersection, nationally known as Confusion Corner.

Downtown Stuart has beautiful vistas of the St. Lucie River on its north and east sides. The landscape of the survey area is flat. Vegetation takes the form of oak, palm and pine trees. Landscaping is largely informal. The Downtown core contains a circle or roundabout known as Haney Circle. Within the circle is Haney Park containing plantings and a statue known as “Abundance.”

The Feroe Subdivision and the Potsdam Plat illustrate the boom and bust, organic development of Stuart and many other East Coast, Florida communities. Stuart had no formal town plan. The irregularity of Downtown Stuart is in part a result of the diagonal course of the FEC Railway line and the undulating shoreline of the St. Lucie River. The triangular blocks and circular and irregular street patterns give Downtown Stuart a unique character and a historic sense of time and place.





FIGURE 34. STUART MAIN STREET JURISDICTION

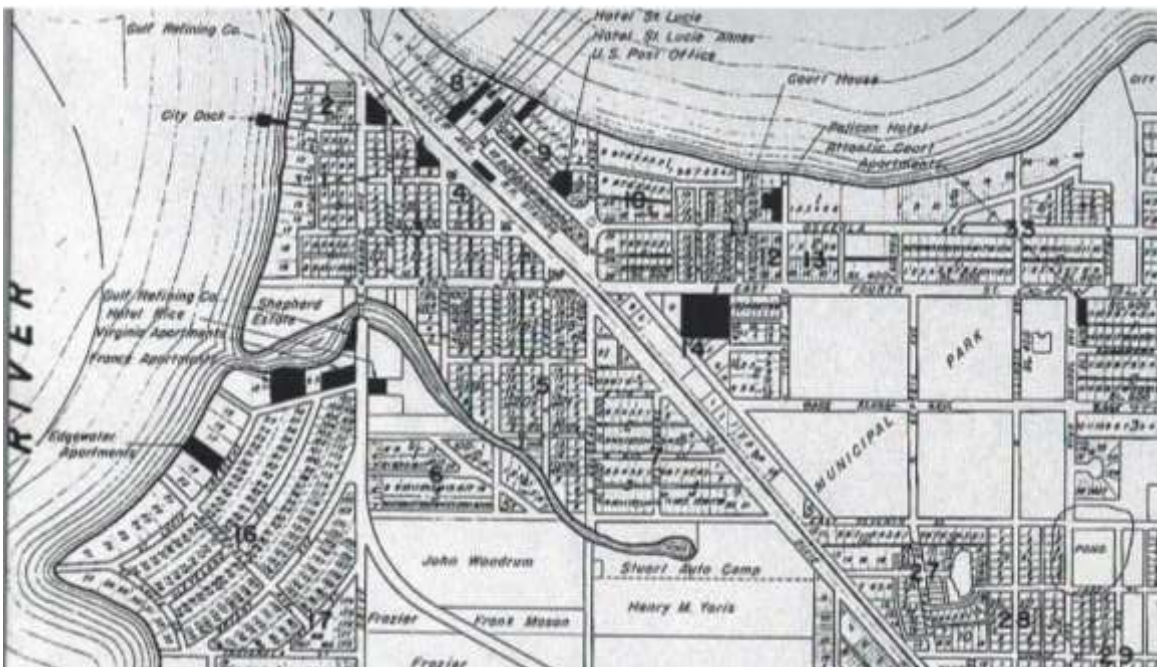


FIGURE 35. HISTORIC SUBDIVISIONS IN DOWNTOWN STUART



HISTORIC ARCHITECTURE DOWNTOWN STUART: BUILDING TYPES/ STYLES

Historic buildings in Downtown Stuart embody typical building types and architectural styles with some regional adaptations to climate, materials, design, and function. Materials became readily available as transportation became accessible to more and more parts of the city through train and auto usage. Downtown Stuart has an unusual building material in the form of locally produced cast concrete block. As means of communication developed and systems of transportation developed, methods of construction and styles of buildings expanded. Some architectural styles are interchangeable across residential and commercial uses while a select few styles are limited to a specific building type. The various architectural styles and building types described below are those prevalent in the survey area. They are representative of resources from the early settlement period to the post-World War II era, and contemporary or mid- century modern architectural styles found nationally (Figure 36).



FIGURE 36. DOWNTOWN STUART, ST. LUCIE AVENUE, C. 1940



DESCRIPTION OF BUILDING TYPES

Downtown Stuart, specifically the Main Street area, serves as the location for most of the city's landmark buildings. These buildings include governmental, commercial, entertainment, educational, religious, multi-family apartments and some of the finest historic residences in the city. Two—the Lyric Theatre and the Martin County Courthouse—have been listed in the National Register of Historic Places. The Main Street area contains the principal governmental and commercial buildings and important historic residences on Seminole Avenue along the St. Lucie River. This area is defined by Flagler and Ocean Avenues on the west, the St. Lucie River on the north and east, and Florida Avenue on the south. The other major area of Downtown—The Triangle or Potsdam Plat Subdivision--includes an important civic building, the Woodmen of the World; an important religious building, the First Baptist Church; and a concentration of historic residences including the Sam Mathews House and several apartments.

Governmental Buildings

The major governmental building in Downtown Stuart is the Martin County Courthouse. Part of the building includes the first schoolhouse in Stuart constructed in 1908. In 1937 a combination of county and federal funds paid for an Art Deco addition to the front of the old school.

L. Phillips Clarke, an important West Palm Beach architect, designed the Art Deco addition. The building has been adapted for use as a cultural center and today houses two fine arts galleries. It was listed in the National Register of Historic Places in 1997.



FIGURE.37. MARTIN COUNTY COURTHOUSE, 100 SE OCEAN BOULEVARD

Designed by local architect Bert Keck, the Federal Recreation Building was constructed in 1943 for local G.I.S. On May 2, 1946, the city purchased the building and renamed it the Stuart Civic Center. By the early 1960s, the Stuart Civic Center was informally known as the Stuart Recreation Center and later the Stuart Rec Center. It would later be officially renamed the Flagler Recreation Center and Flagler Place. In 2020 Stuart Main Street assumed operations of the building and renamed the venue “Flagler Center.”



FIGURE 38. FEDERAL RECREATION BUILDING, 201 SW FLAGLER AVENUE

The current Stuart City Hall was constructed in 1974 and was one of the few new buildings in Downtown Stuart built since 1950. Phillip R. Braden, Jr. was the architect. The City Hall, with its extensive use of glass, steel and concrete, is the only significant example of Mid-Century Modern architecture in the survey area.



FIGURE 39. 1974 STUART CITY HALL, 121 SW FLAGLER AVENUE

The Post Office Arcade was one of Downtown Stuart's most significant Florida Boom period buildings. Constructed in 1925, it served as the town post office until 1959. In addition to being a governmental building it is a rare example in Florida of an arcade building type. An arcade is a covered shopping street flanked by shops. Arcades first developed in France and Italy during the late nineteenth century as elaborate structures of cast iron and glass with vaulted ceilings. In the United States, arcades were initially located in large urban areas. They were popular because they permitted shopping in several stores without having to go outside in inclement weather. As they spread to small town America, commercial arcades became simpler and were constructed of wood-frame or steel. They were precursors of the commercial malls which spread throughout the United States after World War II.

Arcades first appeared in Florida during the 1920s. They became a very popular building type as they offered shaded, cool areas for shopping as well as shelter from the frequent rain showers associated with the state's hot humid climate. Often designed in Mediterranean-influenced styles, such as the Stuart Arcade, they reflected the growing sophistication of Florida's commercial architecture. Few survive. Commonly, the passage through the building is altered to capture additional space. The Stuart Arcade was similarly threatened in the 1980s, until Stuart preservationist Joan Jefferson, her husband and business partners rescued the building from partial demolition.



FIGURE 40. STUART POST OFFICE ARCADE, 13-31 SW OSCEOLA STREET



Haney Circle and the “Abundance Statue” form a city owned park at the intersection of Osceola and Colorado avenues. Originally named Flower Circle, in 1920 the Stuart Town Council renamed the park for Mrs. Cynthia Burnette Haney in recognition of her work in journalism, temperance and women’s rights. Seeking to improve its appearance, in 1949 the Stuart Women’s Club learned of the availability of a statue which had been exhibited at the 1939 New York World’s Fair. Known as the “Goddess of Abundance” the statue was the work of sculptress Manya Komole, Venice, Italy and was cast in bronze in Paris by Alexis Rudier. The City of Stuart and the Women’s Club planned to install the Abundance Statue at the center of Haney Circle. However, upon arrival, it was discovered that the Abundance Statue was, in fact, a scantily dressed voluptuous women holding a wine jug. It was decided that such a statue in Haney Circle would be disrespectful to Mrs. Haney, a conservative teetotaler and supporter of temperance. Instead, the statue was placed on the west side of the Martin County Courthouse and relocated to Memorial Park in 1961. Finally, in 1991, Abundance was installed in Haney Circle as originally intended.



FIGURE 41. HANEY CIRCLE AND ABUNDANCE STATUE



Entertainment Buildings

When constructed in 1925, the third Lyric Theater was one of the largest buildings in Martin County. The Lyric Theatre was constructed for Judge John C. Hancock. It was the first building in Downtown Stuart documented to be designed by an architect. The architect was John N. Sherwood in association with Mark J. Casto. The Lyric Theatre was originally a silent theatre designed in an eclectic style incorporating elements of the Beaux Arts Classical and Mediterranean Revival styles. Like many businesses, the theatre closed in the Great Depression. Over the next fifty years it was sold multiple times before becoming a church in 1979. The theatre was purchased and restored in the late 1980s and has been a catalyst for the revitalization of Downtown Stuart since. It was listed in the National Register of Historic Places in 1993.



FIGURE 42. LYRIC THEATRE, 59 SW FLAGLER AVENUE

Educational Buildings

The Stuart High School at 500 East Ocean Boulevard was designed by architect F.H. Trimble and built in 1922 by general contractor J.C. Hammer. The school opened for the fall term in September 1923. A large, two-story masonry structure, it was set back from Ocean Boulevard 100 feet. The entrance is highly ornate with wide steps, Art Deco surrounds, and double doors with decorative panels. The interior featured a 600-seat auditorium. The architect, Frank Homer Trimble, was a prolific designer of schools with over 50 in his portfolio.





FIGURE 43. STUART HIGH SCHOOL, 500 SW OCEAN BOULEVARD



FIGURE 44. STUART HIGH SCHOOL, 500 SW OCEAN BOULEVARD, DEDICATION
TABLET



Civic Buildings

The principal civic building in Downtown Stuart is the Woodman Hall at 217 Akron Avenue. Woodman Hall is a two-story frame vernacular building constructed in 1915 by master carpenter Sam Mathews. It originally served as a meeting hall for the fraternal organization Woodmen of the World. Subsequently, Woodman Hall has been adapted for a number of other uses, including a telephone exchange, business offices, and an insurance agency, its current use. A final important building in Downtown Stuart is the Acadia Lodge Masonic Temple at 14 SW Osceola. Constructed in 1949, it was located just south of Haney Circle.



FIGURE 45. WOODMEN OF THE WORLD BUILDING, 217 AKRON AVENUE





FIGURE 46. ACADIA LODGE, 14 SE OSCEOLA STREET



FIGURE 47. ACADIA LODGE CORNER STONE



Downtown Stuart Commercial Buildings

Historic commercial buildings in Downtown Stuart range in height from one to three stories. All, except the Parks General Store, are constructed with masonry materials, including brick, ceramic hollow tile, and concrete block. Most of the roofs are flat built-up types with raised parapets. Decorative elements are generally restricted to the facade, except in cases where buildings are located on corner lots. The facades of two and three-story buildings are divided into two distinct zones. The lower levels contain storefronts that consist of large plate glass display windows, at least one entrance, and kick panels. The upper stories have rectangular openings that contain double-hung sash windows.

False Front Commercial

The George W. Parks General Store is an extremely rare example of a false front commercial building in Florida. It was constructed in 1901 by master builder Sam Mathews following the arrival of the railroad. False front commercial buildings are a building type typically associated with boom towns of the West. They were the first commercial buildings in early mining and railroad towns. Proprietors were reluctant to invest large amounts of money during the uncertain times of a town's earliest development. A false front allowed an owner to invest more money in the façade while relegating the secondary sides to a less expensive treatment. Character defining features of a false front building include a front wall that extends above the main roof to create a more impressive façade. The main roof is almost always a front facing gable type. Higher quality materials and more architectural detailing are typically used on the false front. These are all features of the Parks Store. The store has a commercial entrance on the first floor leading to retail space in the interior. The upstairs served as the proprietor's residence in its early years.



FIGURE 48. STUART FEED STORE, FALSE FRONT COMMERCIAL BLDG.





FIGURE 49. HISTORIC VIEW GEORGE PARKS STORE



FIGURE 50. FALSE FRONT WOOD FRAME COMMERCIAL BUILDINGS COLORADO

One-part Commercial Blocks

The one-part commercial block was another common commercial building type in the United States from the 1850s until the 1950s. The one-part commercial block is defined by a single, horizontal zone. The zone typically housed public areas such as retail space, offices, banking rooms and lobbies. Common features included show windows, a canted, recessed entry, kick panels, transom above the entrance, a cornice and a flat roof with parapet topped with coping.



FIGURE 51-52. 27-29 FLAGLER AND PRESSEL BUILDING FLAGLER AVENUE





FIGURE 53. OSCEOLA BUILDING 61 SW OSCEOLA STREET



FIGURE 54. ONE-PART COMMERCIAL BUILDING FLAGLER AVENUE



Two-part Commercial Blocks

The Greene Building at 51 SW Flagler Avenue is an example of a two-part commercial block building type in Downtown Stuart. The two-part commercial block was the most common commercial building type used in small cities and towns in the United States between 1850 and 1930. Generally limited to two and four-story buildings, the two-part block is characterized by a horizontal division into two distinct zones, expressed by the interior use of the building. The lower zone is usually reserved for retail space and often contains large plate glass show windows and the other first floor features of a one-part commercial block. The upper zone contains space for offices or apartments. The exterior design of the building is usually uniform, but in some cases different materials and architectural detailing is employed to visually distinguish the two zones.



FIGURE 55. GREEN BUILDING 51 SW Flagler Avenue



Residential Architecture, Downtown Stuart

The historic residential buildings of Downtown Stuart are associated with the development of the neighborhoods in the area and reflect a variety of architectural styles that are consistent with designs found in cities throughout Florida. Historic residential buildings are mainly single-family homes, apartments, boarding houses, and outbuildings built before 1960. Many of these buildings were constructed by people who played important roles in the development of Stuart during the historic period. Many former residential buildings have been converted to multi-family or commercial use. Residential buildings range in size from three and one-half-story apartment houses to small three-room bungalows. A wide variety of materials, including wood, rough-faced and interlocking concrete block, hollow tile, stucco, and glass were used in their construction. The buildings reflect designs that were popular during the first half of the twentieth century. Frame Vernacular architecture predominates, but there are also examples of the Craftsman Bungalow and Mediterranean Revival styles.

Frame Vernacular

The earliest wooden residential buildings in Stuart were likely balloon-frame. From the arrival of the railroad in 1894 until about 1910, frame vernacular architecture was characterized by the balloon-frame method of construction. Balloon-frame construction began in Chicago and reached Florida with the arrival of the railroad. It featured closely spaced two-inch-deep boards of varying widths joined by nails. This method of framing eliminated the hewn joints and massive timbers employed in braced frame construction. Corner posts and principal horizontal members consisted of two or more two-inch boards nailed together. Studs in multi-story buildings rose continuously from the floors to the roof. Floors hung on the studs. Balloon framing allowed cheaper and more rapid construction and permitted taller buildings. Brick piers provided the principal foundation type. Roofs were generally gable, hip or pyramidal. Metal roof surfacing, including ornamental metal, became common in Florida during the period. Roof forms were more complex, featuring dormers, cross gables, and other secondary roof structures. Windows were double-hung sash, often in a 2/2 light pattern. Porches and verandas were universal features.

By 1920, the Bungalow was a major influence on frame vernacular design in Stuart. As a result, the form, plan, and features of frame buildings tended to be more regular and smaller. After 1920 frame vernacular buildings often diminished to one story. In addition to height and methods of construction frame vernacular buildings of the 1920s and 1930s shared additional characteristics. Framing rested on pier foundations, commonly brick or concrete block. The exterior sheathing was usually horizontal wood siding. Roof types were gable or hip, covered with V-crimp or embossed sheet metal or composition or asbestos cement shingles. Brick chimneys constituted a



common feature. Windows were double-hung sash. The size of panes increased in size to 1/1 lights. Bungalow windows, with a single lower light and 3,4 or more lights in the upper sash, were typical. Porches, usually full-widths entrance types, remained common.

The Sam Mathews House at 501 Akron Avenue in the Triangle area of Downtown Stuart is a fine example of Frame Vernacular architecture in Stuart. 501 Akron was built in 1912 by Mathews as his personal residence. The Mathews House is one-and-one-half stories with a front-facing gable roof, shed and gable dormers, wood drop siding and wood shingles in the gable ends and dormers. The entrance porch is covered by a hip roof supported by turned wood posts. Windows are double-hung sash in a 1/1 light pattern.



FIGURE 56. SAM MATHEWS HOUSE, 501 AKRON AVENUE

Another of Sam Matthews's buildings in Downtown Stuart is the Frame Vernacular Owl House at 100 Colorado Ave. A highly unusual design, the Owl House features four triangular corner gables and eye-like windows which resemble the pointed ears and face of an owl. The four corners are like the prow of a ship, an appropriate design for the owner who was a ship's captain.



FIGURE 57. THE OWL HOUSE, 100 COLORADO AVENUE



ADDITIONAL ARCHITECTURAL STYLES

Bungalow

The Triangle area of Downtown Stuart west of the railroad line contains significant examples of the Bungalow style. 416 California Street is an outstanding individual example of Bungalow with its gable-over-gable roof profile on the main elevation. The Bungalow was the most popular residential building design in Florida during the first three decades of the twentieth century. Its name was derived from the Bengalese *bangla*, a low house with porches, used as a wayside shelter by travelers in India during the eighteenth and nineteenth centuries. Although the name and some of the general characteristics of the Bungalow have their origins in India, the Japanese had the most profound influence on the style. Japanese construction techniques exhibited at the California Mid-Winter Exposition of 1894 emphasized the interplay of angles and planes and extensive display of structural members that became integral components of American Bungalow design.

The earliest American buildings which were consciously bungalows appeared in California and New England in the 1890s. They generally were large residences designed by architects. However, by the turn of the century publications like *Bungalow Magazine* and *The Craftsman* flooded the building market with plans for inexpensive bungalows. Featured in these magazines were articles about the economical use of space, interior decoration, and landscaping. It was this scaled down version of the Bungalow which became so pervasive in Florida during the early twentieth century. The Bungalow is typically a one or one and one-half story building with a low-pitched gable roof with wide unenclosed eave overhangs. Roof rafters are usually exposed, and false brackets or beams are commonly added under gables. Porches are often the dominant feature of a Bungalow. They are generally either full or partial width, with the roof supported by tapered square columns that frequently extend to ground level or sit on massive brick piers.



FIGURE 58. 416 SW CALIFORNIA AVENUE

Mediterranean Revival/Spanish Eclectic

Examples of Mediterranean influenced architecture in Stuart include the Sunrise Apartments at 402 SW Camden Avenue. Mediterranean Revival is an eclectic style containing architectural elements with Spanish or Mid-eastern precedents. Found in those states that have a Spanish colonial heritage, Mediterranean Revival broadly defines the Mission, Moorish, Turkish, Byzantine, and Spanish Eclectic revival styles which became popular in the Southwest and Florida during the twentieth century. The influence of those Mediterranean styles found expression through a detailed study in 1915 of Latin American architecture made by Bertram Grovesnor Goodhue at the Panama-California Exposition in San Diego. The Goodhue exhibit prominently featured the rich Spanish architectural variety of South America. Encouraged by the publicity afforded the exposition, other architects began to look directly to Spain and elsewhere in the Mediterranean where they found still more interesting building traditions.

Mediterranean Revival buildings in Florida display considerable Spanish influence. A popular building style in Florida during the 1920s, construction continued following the collapse of the land boom and even into the 1930s. The style was adapted for a variety of building types ranging from grandiose tourist hotels to two-room residences. The popularity of the style became widespread, and many commercial and residential buildings underwent renovation in the 1920s to reflect the Mediterranean influence. Identifying features of the style include flat (sometimes hip) roofs, usually with some form of parapet; ceramic tile roof surfacing; stuccoed facades; flat roof entrance porches, commonly with arched openings supported by square columns; casement and double-hung sash windows; and ceramic tile decorations.



FIGURE 59. SUNRISE APARTMENTS, 402 SW CAMDEN AVENUE



Mission Style

The Mission style was also a popular design during the Florida Land Boom years of the 1920s. It drew inspiration from the Spanish Mission of California and the Old Southwest. A typical residential example of the style in Stuart is the house located at 428 Camden Avenue. It features a character defining gable roof with a curvilinear parapet. The main entrance is accessed through a porch with arched openings.



FIGURE 60. MISSION STYLE, 428 SW CAMDEN AVENUE

Art Moderne Style

The Art Moderne Style of the 1930s represented a break with traditional design, particularly the vernacular and revival styles which characterized the architecture of Stuart prior to that time. It emphasized futuristic concepts rather than architectural antecedents. It gained favor in the 1930s when industrial designs began to exhibit streamlined shapes. The idea of round corners to make automobiles and airplanes more aerodynamic was applied to buildings. In addition to rounded corners, Art Modern Style buildings have flat roofs, smoother exterior surfaces, glass block horizontal grooves, and cantilevered overhangs.

An excellent example of the Art Modern in Stuart is the Hipson Office Building at 31-33 SE Osceola Street. With its turned corner, round windows, horizontal grooves, smooth stucco wall surface, and flat roof with coping at the roof line, the Hipson Building was a textbook example

of the Art Moderne Style and the best example of the style in Stuart. The Hipson Building was completed in June 1941 with a design inspired by the architecture of the 1939 New York World's Fair. Architect Frederick Seelman of West Palm Beach designed the Hipson Building. Another good example is the nearby Dehon Building at 11 SW Osceola Street on Haney Circle.



FIGURE 61. HIPSON OFFICE BUILDING, 31-33 SE OSCEOLA STREET



FIGURE 62. DEHON BUILDING, 11 SE OSCEOLA STREET



Art Deco Style

Art Deco was the first of the modernistic styles to become popular in America. Much like Art Moderne, it represented a break with traditional design. The style got its name from the Exposition Internationale des Arts Decoratifs et Industriels Modernes (International Exhibition of Modern Decorative and Industrial Arts) held in Paris in 1925. Art Deco was most popular during the 1920s and early 1930s. It was almost exclusively used on commercial and governmental buildings and is seldom found on private residences. Character defining features of Art Deco are a flat roof, irregular plan, stucco finish, zig-zag detailing. Geometric, floral and Chevron designs. Two excellent examples in Stuart are the Martin County Courthouse and Stuart High School.



FIGURE 63. ART DECO, MARTIN COUNTY COURTHOUSE, 100 OCEAN BLVD

Tudor Revival Style

The Tudor Revival Style became popular in America during the first three decades of the twentieth century. It was loosely based on a combination of buildings styles common to the architecture of sixteenth-century Tudor England and a variety of Medieval English prototype ranging from thatched-roof folk cottages to grand manor houses. The first American examples

of the style were erected in the late-nineteenth century and tended to be large architect designed building closely related to English precedents. As the style was adapted to smaller residential designs, the Tudor Revival lost much of its resemblance to its English antecedents.

Most Tudor Revival residences in Florida date from the 1920s, when the style reached its zenith in popularity throughout the United States. Characteristic features of the style were steeply pitched, usually side-gabled roofs; decorative half-timbering; exterior stucco walls; tall, narrow casement windows with multi-pane glazing; and massive end-exterior chimneys, often located on the main façade. There are few examples in Stuart. The best is the Crary House, formerly located at 311 Cardinal Way but moved to 171 SW Flagler Avenue in 2010.



FIGURE 64. TUDOR REVIVAL, CRARY HOUSE, 171 SW FLAGLER AVE



MATERIALS

Concrete Block

Some of the earliest examples of the use of concrete block and cast concrete as a building material in the United States are found in St. Augustine, Florida in 1880s. Concrete block was first used on Villa Zorayda in 1883. In Stuart, the use of concrete block as a building material dates to the first decade of the 20th century. Frank J. Frazier began producing the blocks, two at a time, between 1906 and 1909. The Stuart Bank was constructed with a veneer of faux concrete blocks produced by Frazier in 1912. In addition to the Stuart Bank, Frazier's blocks were used in the construction of the adjacent Feroe Building in 1913, the Stuart School in 1909 and for his mother, Margaret Frazier's house in the Triangle area of Stuart.



FIGURE 65. FEROE BUILDING, 73 SW FLALGER AVE



NON-CONTRIBUTING BUILDINGS

Noncontributing buildings in the survey area fall into two categories. The first category are those that were constructed during the historic period, but that have been radically altered to the point where they no longer exhibit their original materials and/or have large additions that seriously compromise the historic appearance of the original building. The second category includes those that were constructed after the district's period of historic significance.



FIGURE 66. MODERN CONDOMINIUMS 47 OSCEOLA STREET DOWNTOWN STUART



CONCLUSIONS

Update Of Historic Resources in Survey Area

The 1991 Historic Properties of the City of Stuart Florida recommended a number of buildings for individual National Register listing. Since that time only two in the present survey area have been listed: the Lyric Theatre, 59 SW Flagler Avenue, listed in 1993 and the Martin County Courthouse, 100 SE Ocean Boulevard, listed in 1997. The current survey has updated the original list, added additional properties not included on the list, and is recommending the pursuit of a National Register of Historic Places District for Downtown Stuart.

The potential district is located within the Main Street area. Its general boundaries are the St. Lucie River on the east, SW Flagler and SE Ocean Boulevard on the west, SE Denver Avenue on the south, and the north side of the Federal Recreational Center at 201 SW Flagler Avenue. At the time of the 1991 survey, parts of this area, particularly the area around and south of Haney Circle had not achieved the minimum age for consideration for listing in the National Register. This area contains a concentration of buildings that date from the late 1930s, early 1940s and the post-World War II period to about 1950. Many of these buildings embody the significant architecture of the period, particularly the Art Moderne Style. Most buildings in this area were designed by professional architects, in contrast to earlier historic periods when frame and masonry vernacular buildings pre-dominated. Prominent architects designing buildings in Downtown Stuart included Bert Keck, AIA; Frederick Seelman, AIA; L. Phillips Clarke; and John N. Sherwood. Master builders, such as Sam Mathews, constructed many of the buildings in the potential district.

The present survey update is intended to not only update the previous survey and other historic resources within the survey area but to provide an authoritative basis for local preservation planning. Historic preservation needs to be coordinated with development activities in Stuart to maintain and protect historic resources. A planning document by architects and planners Andres Duany and Elizabeth Plater-Zyberk entitled "Report to the Citizens of Stuart, Florida, Downtown Redevelopment District" in 1988 was a key to the revitalization of Downtown Stuart. It contributed to the preservation of the Martin County Courthouse, the Lyric Theater and the Post Office Arcade among others. The initiation of Stuart Main Street in 1987 further contributed to the dramatic turnaround and revitalization of the area.

Moreover, a National Register designation will provide recognition for the city's historic resources and limited protection from state and federal activities which could impact them. This protection is particularly important since major state and federal highways crisscross the area and are one of the principal threats to historic buildings. The National Register designation also provides an authoritative source for local recognition of the town's historic resources and state and federal financial incentives such as grants and tax credits.



The survey update includes an assessment of altered and demolished buildings and an updating of the inventory to include buildings constructed outside the previous period of significance, which ended in 1940. Updated photography of the setting, boundaries, representative building types and styles and significant materials have been undertaken. A map of the proposed district showing boundaries, an inventory of contributing and noncontributing buildings, and other relevant information are included with this report.

Architectural Analysis

Most of the inventoried buildings in the Stuart Survey date from 1901 to 1950 and are associated with the railroad era of 1894-1918 and the Florida Boom of the 1920s. From 1928 to 1936 little building occurred in the survey area and none occurred Downtown until 1936. During the late 1930s and early 1940s several important commercial buildings were constructed, particularly in the vicinity of Haney Circle. World War II was again a period of little real estate development, except for the Federal Recreation Center on 201 SW Flagler Avenue. The completion of historic Downtown Stuart occurred in the late 1940s and was largely complete by 1950. Stuart City Hall, completed in 1974, was the only major building completed in Downtown Stuart in the interim as the area went into an extended period of decline.

The design of buildings, the materials and methods of construction in the Stuart Survey area are consistent with the historic contexts outlined above and national and state trends in architecture. They were, however, subject to the skills of local builders, such as master carpenter Sam Mathews, and building materials such as cast concrete block produced by local mason Frank J. Frazier. The great majority of historic buildings in Stuart were erected by local contractors not formally trained in building construction or design. These buildings are referred to as Frame and Masonry Vernacular. The Bungalow Style in residential areas was the most prevalent formal style. Other significant styles included Mediterranean Revival from the 1920s, Art Deco and Art Moderne from the 1930s and 1930s and individual examples of the Tudor and Mission Styles. The Downtown area also contains an object, Haney Circle/Abundance Stature and a structure, the City of Stuart Water Tower.



NATIONAL REGISTER EVALUATION

Summary: Potential Downtown Stuart Historic District

Downtown Stuart is potentially eligible for listing in the National Register at the local level under Criterion A in the area of Community Planning and Development. The concentrated development of the district extends from 1901 to the early 1950s. Scattered infill occurred in the district after that time until 1974 when the current City Hall of Stuart was completed. The district is associated with the physical development of the city as it became the commercial and transportation center of Martin County and the St. Lucie River Region. The district is further significant under Criterion C for its embodiment of important periods of architecture, architectural styles and building types and its association with master builders and architects. Within the district are the city's most important commercial buildings, its principal entertainment venue, a post office arcade, its first professional office, and a significant civic building. At the core of Downtown is a designed landscape known as Haney Circle. Along the east margin of the district, bordering the St. Lucie River, is an area containing some of the earliest and most significant private residences in the city.

Evaluation Criteria

This Downtown Stuart Survey Update is designed to produce a level of documentation, identification of resources, and assessment adequate to provide an update of historic resources within the Downtown Stuart Area. The report is supplemented with a building inventory, maps and photographs and a description of individual properties.

The analysis and evaluation of historic resources in the survey area is based on professional standards and criteria. Of particular importance are those standards and criteria associated with the National Register of Historic Places, the benchmark program for cultural resource evaluation. Of specific value to this study are the criteria for significance as defined by *National Register Bulletin 16A*, an authoritative technical manual providing information on comprehensive planning, survey of cultural resources, and registration in the National Register of Historic Places and *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*.

In the potential Downtown Stuart National Register Historic District historic properties are described as contributing to the district. National Register Bulletin 15 provides a definition of what constitutes contributing and noncontributing buildings. A contributing building is significant because:

- it was present during the period of significance and possesses historic integrity reflecting its character at that time; or



- the building or structure independently meets the criteria for individual listing on the National Register of Historic Places.

Contributing buildings in the Study Area are further defined as follows:

Contributing buildings and structures are those built during the period of significance of the district (1901-1974) that have not been substantially altered. Contributing properties also include secondary buildings such as garage apartments and outbuildings.

For the purposes of this study, contributing properties are divided into two categories. The first category is a building, structure or site of outstanding historical or architectural significance. These types of historic properties have been recognized as being individually significant in past surveys, in the case of the Lyric Theatre, already listed in the National Register. These historic properties are potentially eligible for individual listing in the National Register or for local designation. Their removal or substantial alteration would be a significant loss to the district in which they are located. A list of these properties within the survey area is included at the end of this report.

The second category of historic or contributing buildings includes those that were constructed within the period of significance of the district that retain their historic appearance but are not individually of outstanding historic or architectural significance. Nonetheless, collectively they are part of an important group of buildings or form a significant streetscape. Their removal or substantial alteration would be a loss to a district, but not to the same degree as a building of individual significance. However, the removal of large numbers of contributing buildings, particularly where they are concentrated, will have a major negative effect on the district and may result in changes to boundaries or even loss of a district as an entity.

A significant issue in evaluating historic properties is their physical integrity. This is particularly true in the survey area, where historic buildings have been subjected to alterations for many years. The criterion of integrity is very well developed in *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*.

Noncontributing buildings fall into two categories: 1) those that were constructed after the district's period of historic significance; and 2) those that were constructed during the historic period, but that have been altered to the point where they no longer exhibit their original materials and features. For residential buildings significant alterations include radical alteration of original plan, enclosing of porches, additions to a façade, wholesale changes in windows, and replacement of exterior finishes with inappropriate or non-historic materials. For commercial buildings, such alterations include removal of storefronts, replacement of historic entrances, covering of historic materials with non-historical materials such as stucco or permastone, wholesale changes in windows and fenestration pattern, changes to roof form and type, and additions which overwhelm or radically change the mass of a historic building. Individual alterations may not render a building noncontributing. However, when alterations reach a point where the building no longer conveys its overall appearance during the period of significance of



the district, the building no longer contributes. A further issue of integrity is the *setting* of the buildings in questions. *Historic setting* is defined as follows:

“Setting is the physical environment of a historic property...and refers to the character of the place in which the property played its historical roles. It involves, however, not just where the building is situated but its relationship to surrounding features and open spaces.”⁸¹

The setting of historic areas and individual buildings in the survey area has changed substantially in recent years. This change has come about primarily through the demolition of individual and groups of buildings, primarily along SW Dixie Highway in the Triangle area of Downtown Stuart. The change in setting is an important factor in establishing boundaries for a National Register District in the area.



FIGURE 67. POTENTIAL DOWNTOWN STUART NATIONAL REGISTER DISTRICT.

⁸¹National Register Bulletin 15: *How to Apply the National Register Criteria for Evaluation*, p. .

INVENTORY OF CONTRIBUTING BUILDINGS IN DOWNTOWN STUART DISTRICT**COLORADO AVENUE (8)**

100	Frame Vern.	1904	MT095/Owl House
101	Ranch	1955	MT1888
106	Cape Cod	1934	MT094
201	Masonry Vern.	1915	MT097/Coventry House
211	Masonry Vern.	1926	MT098/Col. House Apts.
300	Art Moderne	1950	MT1889 /Stuart Bank.
301-303	Art Moderne	1950	MT1890 /Dehan Bldg.
307-313	Art Moderne	1950	MT1891 /Gas Station
Colorado/Osceola	Fountain	1961	MT1892/Haney Circle

SE DENVER AVENUE (3)

309	Frame Vern	c. 1920	MT0109
313	Frame Vern.	c. 1920	MT0110
320	Frame Vern.	c. 1926	MT0111

SE DETROIT AVENUE (4)

301	Bungalow	c. 1926	MT0108
305	Frame Vern.	c. 1920	MT0107
306	Bungalow	c. 1926	MT0129
309	Frame Vern.	c. 1926	MT0106

SW FLAGLER AVENUE (15)

1-13*	Masonry Vern.	1949	MT1905/Dehon Bldg.
15-21	Masonry Vern.	1949	MT01565



23-25	Masonry Vern.	1938	MT01566
27-29	Masonry Vern.	1938	MT01567
37-47	Masonry Vern.	1939	MT01568/Pressel Bldg.
47-49	Masonry Vern.	1926	MT088
51	Masonry Vern.	1939	MT087
59	Med. Revival	1926	MT086/Lyric Theatre
73	Masonry Vern.	1913	MT084/Feroe Bldg.
101*	Masonry Vern.	1959	MT1905
105	Frame Vern.	1916	MT083/Main St.Office:Demo
121*	Mid-Cent. Modern	1974	MT1906City Hall
161(101)	Frame Commercial	1901	MT046/Stuart Feed Store
171(151)	Tudor	1925	MT307/Crary House
201*	Col. Revival	1943	MT1907/Flagler Rec. Center

SW OSCEOLA STREET (5)

1*	Art Moderne	1949	MT1923/Stuart Bank Annex
13-31	Med. Revival	1925	MT089/Post Office Arcade
33*	Masonry Vern.	1940	MT1924
37*	Masonry Vern.	1936	MT1925/Ricou Hardware
61	Med. Revival	1922	MT0127/Osceola Bldg.

SE OSCEOLA STREET (5)

11*	Art Moderne	1941	MT1928 /Dehon Bldg.
14*	Masonry Vern.	1949	MT1929/Masonic Lodge
31-33	Art Moderne	1941	MT0119/Hipson Med. Bldg.
34	Bungalow	1922	MT0112
40*	Masonry Vern.	1952	MT1930



ST LUCIE AVENUE (1)

301 St. Lucie	Masonry Vern.	1914	MT0128/City Hall
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SW SEMINOLE STREET (3)

41	Bungalow.	1913	MT092/Clifton Lodge
45	Bungalow	1915	MT091
49*	Frame Vern.	c. 1920	MT1932

SE SEMINOLE STREET (7)

4	Frame Vern.	c.1935	MT0118
15	Frame Vern.	1913	MT096/Riverview Apts.
18	Frame Vern.	1926	MT0117
22	Frame Vern	1930	MT0116
31-33*	Art Moderne	1939	MT1933
37	Frame Vern	1935	MT099
38	Bungalow	1915	MT0104



NON-CONTRIBUTING

SW OSCEOLA STREET (1)

47 CONDOMINIUM 2010

Total Contributing: 51



INDIVIDUALLY SIGNIFICANT BLDS. IN DOWNTOWN STUART SURVEY AREA

Stuart Feed Store & Heritage Museum	1901	161 SW Flagler Avenue
Martin County Courthouse/Cultural Center	1937	100 East Ocean Boulevard
Lyric Theatre	1926	59 SW Flagler Avenue
Post Office Arcade	1925	13-31 SW Osceola Street
The Feroe Building	1913	73 Flagler Avenue
Old Stuart High School	1922	500 East Ocean Boulevard
Sam Mathews House	1912	501 Akron Avenue
The Owl (Platt) House	1904	100 Colorado Avenue
Woodman Hall	1915	217 Akron Avenue
Hipson Office Building	1941	31-33 SE Osceola Street



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APPENDIX I. INVENTORY OF BUILDINGS***Indicates a new survey form**

Address	Style	Date	ID#/Name
SW FIRST STREET (4)			
310	Masonry Vern.	c. 1912	MT0120
501	Frame Vern.	c. 1939	MT063/Hannet House: Demo
601*	Frame Vern.	1920	MT1860
605-09	Bungalow	c. 1920	MT064
SW SECOND STREET (1)			
513	Col. Revival	c. 1921	MT062
SW THIRD STREET (6)			
203*	Masonry Vern.	1955	MT1861
310*	Frame Vern.	1895	MT1862
311*	Frame Vern.	1935	MT1863
512*	Bungalow	1918	MT1864
519	Colonial Rev.	1924	MT058
521(525)	Frame Vern.	c. 1926	MT0136
SE FIFTH STREET (3)			
25*	Frame Vern.	c. 1943	MT1865
26*	Frame Vern.	c. 1926	MT1866
34*	Frame Vern.	c. 1920	MT1867
SE SIXTH STREET (1)			



124*	Masonry Vern.	1955	MT1868
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SW FIFTH STREET (7)

19	Frame Vern.	c. 1926	MT0176
20*	Frame Vern.	1940	MT1869
100	Bungalow	c. 1926	MT0177
112*	Frame Vern.	1949	MT1870
119*	Masonry Vern.	1956	MT1871
120*	Masonry Vern.	1949	MT1872
212	Med Rev.	1924	MT0152

SW AKRON AVENUE (11)

200	Med. Revival	1925	MT0144/First Baptist Church
201-17	Masonry Vern.	1913	MT0121
210	Med. Revival	c. 1926	MT0122
217	Frame Vern.	1914	MT047/Woodmen Hall
316*	Masonry Vern.	1958	MT1873
410	Frame Vern.	c. 1915	MT0146
411	Bungalow	c. 1920	MT0147
416	Bungalow	1920	MT0149
421	Min. Traditional	1935	MT0148
429	Frame Vernacular	1915	MT0150
501	Bungalow	1915	MT0151

SW ALBANY AVENUE (4)

200	Frame 1903		MT0123
208	Masonry Vern.	c. 1926	MT0122
200-210	Masonry Vern.	c. 1930	MT0124/Kreuger Bldg.



317	Frame Vern.	c. 1925	MT0143
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SW CALIFORNIA STREET (17)

401	Bungalow	1915	MT0164
405	Bungalow.	1913	MT0165
410	Colonial Revival	1925	MT0163
412	Bungalow	1915	MT0159/Old Red Brick House
413	Frame Vern.	1920	MT0162/Knapp House
416	Bungalow	1915	MT0158
417	Bungalow	1915	MT0161/Hogarth House
420	Bungalow	1915	MT0157/Coutant House
425*	Masonry Vern.	1955	MT1874
430	Bungalow	1915	MT0156/Minsche House
500	Bungalow	1915	MT0155/JA Newn House
509	Bungalow	1915	MT0154
512	Bungalow	1915	MT0153/Witham House
520*	Masonry Vern.	1950	MT1875
521*	Masonry Vern.	1954	MT1876
525*	Frame Vern.	1956	MT1877
526(8)*	Masonry Vern.	1955	MT1878

SW CAMDEN AVENUE (23)

402	Med. Revival	1926	MT0166/Sunrise Apts.
404	Frame Vern.	1910	MT0167
408	Frame Vern.	c. 1915	MT0168
410	Frame Vern.	c. 1915	MT0170
412	Frame Vern.	c. 1915	MT0169
417-419	Med. Revival	1924	MT0173



420*	Med. Revival	1924	MT1879
421	Med. Revival	1925	MT0174/Halloran Apts.
422	Bungalow	1915	MT0171
428	Med. Revival	1924	MT0172
429*	Masonry Vern.	c. 1950	MT1880
506	Frame Vern.	c. 1926	MT0177
509*	Masonry Vern.	1953	MT1881
513*	Masonry Vern.	1953	MT1882
520 *	Mid-Century	c. 1950	MT1883
525*	Masonry Vern.	1946	MT1884
528	Bungalow	c. 1915	MT0178
600*	Frame Vern.	c. 1915	MT1885
603*	Masonry Vern.	1963	MT1886
606*	Bungalow	c. 1920	MT1887
611*	Frame Vern.	1920	MT1995
613*	Bungalow	1920	MT1996
615*	Bungalow	1920	MT1997

COLORADO AVENUE (22)

100	Frame Vern.	1910	MT095/Owl House
101	Ranch	1955	MT1888
106	Cape Cod	1934	MT094
201	Masonry Vern.	1915	MT097/Coventry House
211	Masonry Vern.	1926	MT098/Col. House Apts.
300	Art Moderne	1950	MT1889 /Stuart Bank.
301-303	Art Moderne	1950	MT1890 /Dehan Bldg.
307-313	Art Moderne	1950	MT1891 /Gas Station
Colorado/Osceola	Fountain	1961	MT1892/Haney Circle



404	Masonry Vern.	1926	MT0180
408*	Masonry Vern.	1973	MT1892
410*	Masonry Vern.	1959	MT1893
430*	Frame Vern.	1948	MT1894
502*	Bungalow	1927	MT0179
504*	Masonry Vern.	1968	MT1895
508-510*	Masonry Vern.	1955	MT1896
522*	Masonry Vern.	1962	MT1897
532*	Masonry Vern.	1955	MT1898
555*	Masonry Vern.	1954	MT1899
610*	Masonry Vern.	1968	MT1900
612*	Masonry Vern.	1968	MT1901
622*	Masonry Vern.	1957	MT1902

SE DENVER AVENUE (3)

309	Frame Vern.	c. 1920	MT0109
313	Frame Vern.	c. 1920	MT0110
320	Frame Vern.	c. 1926	MT0111

SE DETROIT AVENUE (4)

301	Bungalow	c. 1926	MT0108
305	Frame Vern.	c. 1920	MT0107
306	Bungalow	c. 1926	MT0129
309	Frame Vern.	c. 1926	MT0106

SW DIXIE HIGHWAY (8)

11	Masonry Vern.	1915	MT0181
114	Masonry Vern.	1949	MT01565



200-10	Masonry Vern.	1938	MT01566
228*	Masonry Vern.	1960	MT1903
290*	Masonry Vern.	1949	MT1904
310	Masonry Vern.	1927	MT0165
243	Masonry Vern.	c. 1930	MT01567
500	Masonry Vern.	c. 1930	MT01567

SW FLAGLER AVENUE (15)

1-13*	Masonry Vern.	1949	MT1905/Dehon Bldg.
15-21	Masonry Vern.	1949	MT01565
23-25	Masonry Vern.	1938	MT01566
27-29	Masonry Vern.	1938	MT01567
37-47	Masonry Vern.	1939	MT01568/Pressel Bldg.
47-49	Masonry Vern.	1926	MT088
51	Masonry Vern.	1939	MT087
59	Med. Revival	1926	MT086/Lyric Theatre
73	Masonry Vern.	1913	MT084/Feroe Bldg.
101*	Masonry Vern.	1959	MT1905
105	Frame Vern.	1916	MT083/Main St.Office:Demo
121*	Mid-Cent. Modern	1974	MT1906City Hall
161(101)	Frame Commercial	1901	MT046/Stuart Feed Store
171(151)	Tudor	1925 (Moved 2010)	MT307/Crary House
201*	Col. Revival	1943	MT1907/Flagler Rec. Center

FLORIDA AVENUE (1)

306*	Masonry Vern.	1947	MT1908
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SE OCEAN BOULEVARD (8)

100	Art Deco	1937	MT0 /Martin Count CH
205*	Masonry Vern.	1965	MT1909
213*	Masonry Vern.	1958	MT1910
221*	Masonry Vern.	1957	MT1911
227*	Masonry Vern.	1949	MT1912
200-10	Masonry Vern.	1938	MT01566
243	Masonry Vern.	c. 1930	MT01567
500	Art Deco	1922	MT0259/Stuart High School

SW OCEAN BOULEVARD (11)

11*	Masonry Vern.	1949	MT1913
101*	Masonry Vern.	1950	MT1914
120*	Frame Vern.	1949	MT1915
200-10	Masonry Vern.	1938	MT01566
201*	Masonry Vern.	1966	MT1916
206*	Masonry Vern.	1958	MT1917
208*	Masonry Vern.	1951	MT1918
214*	Bungalow	c. 1926	MT1919
312*	Frame Vern.	c. 1935	MT1920
320*	Frame Vern.	c. 1935	MT1921
322*	Frame Vern.	c. 1935	MT1922

SW OSCEOLA STREET (5)

1*	Art Moderne	1949	MT1923/Stuart Bank Annex
13-31	Med. Revival	1925	MT089/Post Office Arcade
33*	Masonry Vern.	1940	MT1924
37*	Masonry Vern.	1936	MT1925/Ricou Hardware
61	Med. Revival	1922	MT0127/Osceola Bldg.



SE OSCEOLA STREET (14)

11*	Art Moderne	1941	MT1928 /Dehon Bldg.
14*	Masonry Vern.	1949	MT1929/Masonic Lodge
31-33	Art Moderne	1941	MT0119/Hipson Med. Bldg.
34	Bungalow	1922	MT0112
40*	Masonry Vern.	1952	MT1930
215	Frame Vern.	1926	MT088
218*	Frame Vern.	1948	MT1931
309	Med. Revival	1926	MT0104/Pelican Hotel
319	Col. Revival	1926	MT0267
321	Bungalow.	1913	MT266
323	Med. Revival	1926	MT0265
332	Frame Vern.	c.1920	MT0268
416	Frame Vern.	1924	MT0270
418	Frame Vern.	1925	MT0271
424	Bungalow	c. 1920	MT0272
432	Bungalow	1920	MT0273

ST LUCIE AVENUE (1)

301 St. Lucie	Masonry Vern.	1914	MT0128/City Hall
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SW SEMINOLE STREET (3)

41	Bungalow	1913	MT092/Clifton Lodge
45	Bungalow	1915	MT091
49*	Frame Vern.	c. 1920	MT1932



SE SEMINOLE STREET (23)

4	Frame Vern.	c. 1935	MT0118
15	Frame Vern.	1913	MT096/Riverview Apts.
18	Frame Vern.	1926	MT0117
22	Frame Vern	1930	MT0116
31-33*	Art Moderne	1939	MT1933
37	Frame Vern	1935	MT099
38	Bungalow	1915	MT0104
42	Bungalow	1925	MT0113/Tunnley House
55	Frame Vern.	c. 1920	MT0100
551/2	Frame Vern.	1915	MT0101
57	Frame Vern.	1926	MT0102
571/2	Frame Vern.	1915	MT0103
105*	Mas. Vern.	1954	MT1934
121*	Frame Vern.	1924	MT1935
124*	Frame Vern.	1935	MT1936
126*	Frame Vern.	1924	MT1937
129A*	Frame Vern.	1935	MT1938
131*	Frame Vern.	1925	MT1939
131A*	Frame Vern.	1924	MT1940
132*	Frame Vern.	1916	MT1941
136*	Craftsman	1924	MT1942
141*	Mission	1935	MT1943
200	Frame Vern.	c. 1920	MT090
224	Bungalow	1925	MT093



Structure

City of Stuart Water Tower c. 1960 MT1944

Total Sites: 203: 109 Updates 94 New Forms

Property Types: 201 Buildings 1 Structure 1 Site



APPENDIX II - STATE-FEDERAL BENEFITS AND PROTECTIONS FOR HISTORIC RESOURCES

Historic Preservation Tax Advantages:

There are several notable tax incentives that property owners can take advantage of in rehabilitating historic buildings. This section describes the major incentives.

State of Florida Ad Valorem Exemptions for Rehabilitated Historic Buildings:

Florida voters in 1992 approved a constitutional amendment authorizing ad valorem tax exemptions for the increased value assessed for improvements made to qualified historic buildings. Local communities must approve adoption of provisions through a local ordinance. The local government can exempt up to 100 percent of the assessed value of the improvements for a period up to ten years.

The provisions of the amendment apply to qualified historic buildings; that is, buildings listed individually on the National Register or as contributing elements in a district; or buildings designated under an approved local ordinance.

The exemption will apply to as much as 100 percent of the assessed value of the qualified improvements. The period of exemption can be ten years. Local ordinance will establish the specific percentage of exempted value as well as the duration and the location of qualifying buildings. The exemptions will be passed on to the new owners of a property. At the end of the exemption period, the tax obligation will return to full assessed value, including improvements.

The exemption can be even greater for improvements to historic properties used for non-profit or governmental purposes and open to the public. Such properties may upon local governmental authorization, receive up to 100 percent tax exemption for the full assessed value, not just the improvements. The value of improvements must equal or exceed at least 50 percent of the total assessed value of the property, as improved. Unlike the exemption for privately-owned buildings, however, the latter exemption will not be passed on to new owners.

By covenant or agreement, the property owner must agree to maintain the qualifying improvements and the character of the property for the period of exemption. The Florida Department of State has adopted rules specifying property eligibility criteria, guidelines for determining if improvements qualify, application review criteria, procedures for cancellation of exemption in the event of covenant or agreement violation, and procedures and criteria for certification of local historic preservation offices.

Federal Rehabilitation Tax Credits:

Federal tax credits upon the expenses incurred in the rehabilitation of an income-producing qualified historic structure have been available for well over two decades. A qualified historic building is one that is listed in the National register of Historic Places. The 1986 Tax Reform Act provides for a 20 percent credit for certified historic structures and a 10 percent credit for



structures more than fifty years old. It is important to note, however, that the federal tax credits apply only to income producing properties and not to owner-occupied residences.

Despite the severe restrictions placed upon the use of real estate and other forms of tax shelter in the 1986 law, the tax credit increases the attractiveness of old and historic building rehabilitation by virtually eliminating all forms of competing real estate investment, with the exception of the low-income housing tax credit.

The 1986 Act opens new opportunities for the nonprofit organization to become involved in real estate. The Act's extension of the depreciation period for real estate considerably reduces the penalties enacted in the Tax Reform Act of 1984 to discourage taxpayers from entering into long-term leases or partnerships with tax-exempt entities. Those penalties had the effect of hampering partnerships between nonprofits and government agencies and private developers.

In addition, an increasing emphasis on "economic" incentives, rather than tax-driven benefits, that is a result of the 1986 Act's limitations on the use of tax shelter and the 10 percent set-aside for nonprofit sponsors under the new low-income housing tax credit, ensure that tax-exempt organizations will participate increasingly in rehabilitation projects. That legal change has begun to open new and innovative ownership and tax structuring and financing opportunities for both the development community and nonprofit preservation organizations.

FEMA VARIANCE FOR HISTORIC STRUCTURES

Communities may exempt historic buildings from NFIP substantial improvement and substantial damage requirements in either of two ways. First, they can exempt them through their definition of substantial improvement. Second, they can issue variances for historic structures. However, the improvement must not preclude the structures continued designation as a historic structure and must be the minimum necessary to preserve its historic character.

Definition/Description:

Any structure that is:

- (a) Listed individually in the National Register of Historic Places or preliminarily determined as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined as contributing to the historical significance of a registered historic district;
- (c) Individually listed on a state inventory of historic places; or
- (d) Individually listed on a local inventory of historic places.

State Preservation Program:

The State of Florida has become increasingly active in historic preservation. It currently spends more dollars on historic preservation than any other state in the nation. The Florida Department



of State is responsible for disbursing state preservation dollars. It provides funding in the areas of acquisition and development, survey and registration, and preservation education.

The City of Stuart and Stuart Main Street are on the current mailing list of the Bureau of Historic Preservation and should consider applying for grants for appropriate projects in the future. Any public or private agency or group within the community that requires current information on available loans, grants, and funding sources or programs for historic preservation is advised to inquire with:

State Historic Preservation Officer

Department of State

Division of Historical Resources

R.A. Gray Building

Tallahassee, Florida 32399-0250

Florida Trust for Historic Preservation

P.O. Box 11206

Tallahassee, Florida 32302

Among the projects for which funding may be sought are surveys, National Register nominations, historic preservation planning, community education, acquisition of culturally significant properties, and rehabilitation of historic structures. Eligible recipients of grants include local government and nonprofit organizations. There are two major types of grants distributed through the auspices of the state grant program.



APPENDIX III - MISCELLANEOUS PROGRAMS

Marker program: Markers usually appear in the form of bronze or wood signs that describe a historical event that occurred in the vicinity or that call attention to a building or other object of historical or architectural interest. The State of Florida has a marker program, as do several counties and cities throughout the state. A marker program must be carefully implemented and administered and the sites for placement of markers chosen with caution. Promotion of this history can draw tourists to the area and enhance their experience while there.

Information materials: Through its various offices and departments, the City of Stuart can promote historic resources within the Study Area as heritage tourism destinations. The production of maps, brochures, websites, and other informational material can add heritage tourism for marketing of the area. Stuart Main Street has also done a nice job of promoting the Downtown Area through signage.

Historic Building Flood Mitigation

REVIEW REQUIREMENTS FOR HISTORIC BUILDINGS

HISTORIC BUILDING DEFINITION - FLORIDA BUILDING CODE

For the purposes of the Florida Building Code (FBC), a historic building is defined as a building or structure that is:

- Individually listed in the National Register of Historic Places, or
- A contributing resource in a National Register of Historic Places listed district, or
- Designated as historic property under an official municipal, county, special district or state designation, law, ordinance or resolution either individually or as a contributing property in a district, provided the local program making the designation is approved by the Department of the Interior (the Florida state historic preservation officer maintains a list of approved local programs); or
- Determined eligible by the Florida State Historic Preservation Officer for listing in the National Register of Historic Places, either individually or as a contributing property in a district

[Florida Building Code, 7th edition 2020]

FLOODPLAIN ORDINANCE EXEMPTION

Historic properties in Florida are NOT automatically exempt from floodplain regulation. However, Florida Statutes does provide consideration for historic properties with regard to definitions of substantial improvement.

If the building is designated as a contributing resource to a national or local designation and compliance with floodplain management requirements would cause the building to lose its designation, local governments may offer an exemption or a variance from the flood protection ordinance.



Stuart's House of Refuge on the barrier island is receiving rehabilitation grant funds to make the building more resilient.



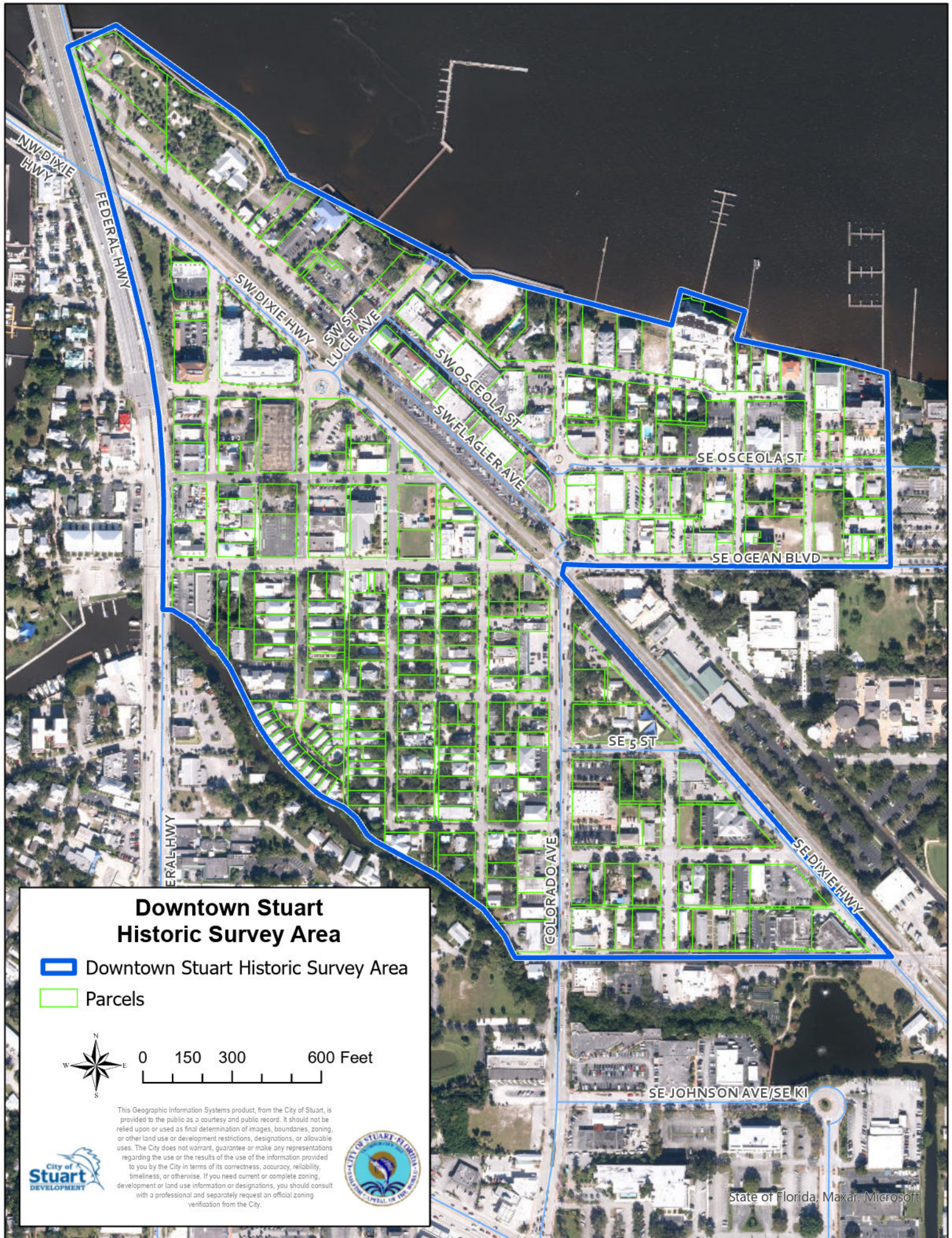
The Old Calhoun County Courthouse is listed in the National Register of Historic Places. It suffered damage from Hurricane Michael.

HISTORIC BUILDING FLOOD MITIGATION REVIEW

Historic buildings in Florida include those designated as a contributing resource to a National Register Historic District or a local historic district, or an individually designated building either locally or on the National Register. The local planning department or the Florida Division of Historical Resources (DHR) can verify the historic designation status or provide information on the designation process. *Although the NFIP and FBC provide provisions for historic properties, all properties in Florida are subject to the local floodplain regulations, including historic properties, unless specifically exempted or granted a variance based upon their historic designation.* Keep in mind that any variance for floodplain compliance has consequences:

- Buildings are still vulnerable to flooding and associated damage;
- Flood insurance may still be required and insurance companies may have mitigation requirements; and
- The variance may provide a false belief that the flood risk is somehow reduced or eliminated.

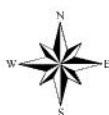
In many municipalities, if a property has been substantially damaged and the necessary repairs would cause the building to lose its historic designation, a flood protection variance can be sought to forego full floodplain management compliance. *If alterations occur at a property as a result of substantial damage or as part of a substantial improvement causing it to lose its historic designation, the property must comply with all requirements of the municipality's floodplain management ordinance and the FBC. The local government that designated the property as significant is responsible for determining whether the property could lose its designation because of mitigation projects. National Register designation evaluations are made by DHR. (Refer to Substantial Improvement, page 9.3, Substantial Damage, page 9.4, Historic Preservation Boards, sidebar page 9.7, and Florida Division of Historical Resources, sidebar page 9.13.)*



Downtown Stuart Historic Survey Area

 Downtown Stuart Historic Survey Area

 Parcels



0 150 300 600 Feet

This Geographic Information Systems product, from the City of Stuart, is provided to the public as a courtesy and public record. It should not be relied upon or used as final determination of images, boundaries, zoning, or other land use or development restrictions, designations, or allowable uses. The City does not warrant, guarantee or make any representations regarding the use or the results of the use of the information provided to you by the City in terms of its correctness, accuracy, reliability, timeliness, or otherwise. If you need current or complete zoning, development or land use information or designations, you should consult with a professional and separately request an official zoning verification from the City.



State of Florida; Maxar; Microsoft



**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM**

Meeting Date: 4/24/2023

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF 01/23/23 JOINT CRA/CRB/CCM MINUTES

Summary Explanation/Background Information on Agenda Request:

APPROVAL OF 01/23/23 JT CRA/CRB/CCM MINUTES (RC)

Funding Source:

N/A

Recommended Action:

Approve minutes.

ATTACHMENTS:

1. 01232023 Joint CRACRBCCM

MINUTES
SPECIAL MEETING OF THE CITY COMMISSION
JOINT CRA/CRB/CCM
JANUARY 23, 2023
AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994

CITY COMMISSION
Mayor Troy McDonald
Vice Mayor Becky Bruner
Commissioner Eula R. Clarke
Commissioner Christopher Collins
Commissioner Campbell Rich

COMMUNITY REDEVELOPMENT AGENCY
Chairperson - Troy McDonald
Vice Chairperson - Becky Bruner
Board Member - Eula R. Clarke
Board Member - Christopher Collins
Board Member - Campbell Rich
Board Member - Tom Campenni
Board Member - VACANT

COMMUNITY REDEVELOPMENT BOARD
Chairman - Tom Campenni
Board Member - Micah Hartowski
Board Member - Chris Lewis
Board Member - Frank McChrystal
Board Member - Seth Owens
Board Member - Nikolaus Schroth
Board Member - Jackie Vitale

ADMINISTRATION
City Manager, David Dyess
City Attorney, Michael Mortell
City Clerk, Mary R. Kindel

CALL TO ORDER

4:02 PM

ROLL CALL

PRESENT: Mayor McDonald, Vice Mayor Bruner, Commissioner Clarke, Commissioner Collins,

Commissioner Rich, Board Member Campenni, Board Member Vitale, Board Member Hartowski, Board Member McChrystal, Board Member Owens, Board Member Schroth.

ABSENT: Board Member Lewis

LATE: Board Member Campenni arrived at 4:15 PM

PLEDGE OF ALLEGIANCE

1. ADVISORY BOARD MEMBER OATH (CRB)

CRB Board Members Nik Schroth and Seth Owens took the Oath of Office, sworn in by City Attorney, Mike Mortell.

PRESENTATIONS

2. RECOGNITION OF EAST STUART HISTORICAL COMMITTEE

Pinal Gandhi-Savdas, CRA Executive Director, reported on the East Stuart Historical Advisory Committee and thanked them for their participation in the planning of the Guy Davis Community Park and called up each committee member to come forward to accept their certificate and take a photo with Mayor McDonald. The Mayor presented the Certificates of Appreciation with a Stuart lapel pin to the Board Members.

Committee Member, Faye James requested to say a few words. She thanked the City and commented on her and the other committee members in assisting with the design of Guy David Community Park.

3. PRESENTATION BY THE CONSULTANT, CALVIN, GIORDANO & ASSOCIATES, INC., FOR THE FINAL SCHEMATIC DESIGN DESIGN FOR THE GUY DAVIS COMMUNITY PARK.

Pinal Gandhi-Savdas, CRA Executive Director, presented the history of the planning of the Guy David Community Park, the development and success of the East Stuart Advisory Committee, and the design of the project.

*** Clerk's Note - Board Member Tom Campenni arrived late, at 4:15 PM.

Gianno Feoli, Consultant presented who they are as a firm, the design plan, scope of work for, the Guy David Park, reviewed the site issues and constraints, and public outreach, which included the amenities the community was interested in. Mr. Feoli stated that history was gathered and the Historical Committee met over several months to create a series of celebrations. Various elements were presented, such as sponsorship opportunities, a dog park, skate park, public art, and various flexible uses such as yard games.

Board Members provided their feedback, asked questions and had a brief discussion of the below:

- Existing Fields
- Funding of the project
- More shade trees, green space, and parking.
- Skate Park
- Sidewalks/tracks

- Historic component throughout the park.

APPROVAL OF AGENDA

5:16 PM MOTION: Approve.

MOVED BY: Tom Campenni

SECONDED BY: Eula Clarke

Motion approved unanimously.

APPROVAL OF MINUTES

4. APPROVAL OF 06/27/2022 & 10/24/2022 JOINT MEETING MINUTES

5:17 PM MOTION: Approve.

MOVED BY: Eula Clarke

SECONDED BY: Christopher Collins

Motion approved unanimously.

5. APPROVAL OF 11/28/2022 CRA MINUTES (CRA APPROVAL ONLY)

5:17 PM MOTION: Approve.

MOVED BY: Tom Campenni

SECONDED BY: Becky Bruner

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

- 1.) Jordan Showe - Madison Ave; Commented on the skate park component in the Guy David Park, has created a non-profit to raise money for the funding of the skate park.
- 2.) Gina Kent - Ocean Breeze; In favor of prayer during the start of Commission Meetings.
- 3.) Helen McBride - Flamingo Ave; Commented that the Historical East Stuart Committee should remain active, in support of the skate park and checkers/game components for the senior citizens.
- 4.) Stephen Cooper - 6th Street; Is in favor of the skate park as a grandfather of 20 and all of his grandchildren being skaters, he would love for them to be able to go to Guy Davis.
- 5.) Brandon Cooper - Flamingo Ave; Is in favor of the skate park.
- 6.) Faye James - Flaorida St.; Thanked the Commissioners for the Committee recognition and for removing the flashers on Florida St railroad.
- 7.) Christian Anderson - SE Ocean Blvd; Commented on the passionate persistence of the community members and how a skate park would be a positive influence.
- 8.) Vinson Polk - Tarpon Ave; Handed the Clerk a petition of those who are in favor of the skate park in the Guy Davis park.
- 9.) Jim Johnson - SE Lee St; Commented that he is a skateboarder and local teacher and is in favor of the skate park component.

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

None.

ACTION ITEMS

6. CRA BOARD MEMBER APPOINTMENT (CCM ONLY)

5:40 PM MOTION: Make Micah Hartowski CRA Board Member.

MOVED BY: Eula Clarke

SECONDED BY: Becky Bruner

Motion approved unanimously.

7. EXPAND NEIGHBORHOOD REVITALIZATION PROGRAM TO INCLUDE BRUSH WITH KINDNESS AND THE NEW SOLAR AND ENERGY LOAN FUND (SELF) PROGRAM (RC):

RESOLUTION No. 03-2023 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA AMENDING THE NEIGHBORHOOD REVITALIZATION PROGRAM, WHICH THE COMMUNITY REDEVELOPMENT AGENCY REINVEST TAX INCREMENT FUNDS TO MAKE EXTERIOR IMPROVEMENTS TO RESIDENTIAL PROPERTIES WITHIN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Roy Degannes, SELF Treasure Coast Program Manager, presented on the mission of the program, what they finance, types of improvements, loan support services, local government partnerships, SELF's lending programs, success stories, and SELF results.

PUBLIC COMMENT:

1.) Faye James - Florida St; Commented about the program putting liens on properties and wondered if this is like the SHIP Program.

5:53 PM MOTION: Approve and add the words "allows" after which the Community Redevelopment Agency "to" reinvest tax...

MOVED BY: Campbell Rich

SECONDED BY: Eula Clarke

Motion approved unanimously.

8. MURAL MATCHING GRANT AGREEMENT BETWEEN THE CRA, AND PROPERTY OWNER, AND GLENDA PRESTON (ARTIST) (RC):

RESOLUTION No. 02-2023 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE BOARD CHAIR TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND PROPERTY OWNER AND GLENDA PRESTON, FOR A MURAL MATCHING GRANT IN THE AMOUNT OF \$3,000 TO INSTALL MURAL ON THE EXTERIOR WALLS OF A BUILDING LOCATED AT 701 SE TARPON AVENUE; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONDITIONS OF APPROVAL; AND FOR OTHER PURPOSES.

Ms. Gandhi-Savdas presented on the location and stated it would be to recognize

Veterans.

Board Member Clarke requested to see if the City could waive the fee for the artist.

Board Member Campenni stated there is nothing in the grant agreement stating the art has to be there for 5 years and would like something in writing.

Discussion took place amongst Board Members, City Attorney, and Ms.Gandhi-Savdas.

5:58 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Tom Campenni
Motion approved unanimously.

STAFF UPDATE

ADJOURNMENT

6:03 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Joint CRA/CRB/CCM
Meeting this 24th day of April, 2023.**

Mary R. Kindel, City Clerk

Troy McDonald, Chair

**Minutes to be approved at the Joint CRA/CRB/CCM
Meeting this 24th day of April, 2023.**

Mary R. Kindel, City Clerk

Tom Campenni, Chair

**Minutes to be approved at the Joint CRA/CRB/CCM
Meeting this 24th day of April, 2023.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM**

Meeting Date: 4/24/2023

Prepared by: Susej Meleqi

Title of Item:

APPROVAL OF 03/27/2023 CRA MINUTES (CRA APPROVAL ONLY)

Summary Explanation/Background Information on Agenda Request:

APPROVAL OF 03/27/2023 CRA MINTUES

Funding Source:

N/A

Recommended Action:

Approve minutes.

ATTACHMENTS:

1. 03272023 CRA Minutes

**MINUTES
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART
MARCH 27, 2023
AT 4:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

COMMUNITY REDEVELOPMENT AGENCY

**Chair - Troy McDonald
Vice Chair - Becky Bruner
Board Member - Eula R. Clarke
Board Member - Christopher Collins
Board Member - Campbell Rich
Board Member - Tom Campenni
Board Member - Micah Hartowski**

ADMINISTRATIVE

**City Manager, David Dyess
City Attorney, Michael J. Mortell
CRA Executive Director, Pinal Gandhi-Savdas
City Clerk, Mary R. Kindel**

CALL TO ORDER

4:30 PM

ROLL CALL

PRESENT: Chairperson McDonald, Vice Chair Bruner, Board Member Clarke, Board Member Collins, Board Member Rich, Board Member Campenni, Board Member Hartowski

PLEDGE OF ALLEGIANCE

4:32 PM

APPROVAL OF AGENDA

**4:32 PM MOTION: Approve.
MOVED BY: Tom Campenni
SECONDED BY: Eula Clarke
Motion approved unanimously.**

COMMENTS FROM THE PUBLIC (Non-Agenda Related) (3 Minutes Max.)

None.

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

None.

ACTION ITEMS

1. PRESENTATION OF THE APPLICATIONS FOR THE BUSINESS IMPROVEMENT REIMBURSEMENT PROGRAM FOR FY 2023.

Jordan Pinkston, CRA Project Manager, presented the proposed Business Improvement Grant Program applications, reporting that four (4) applications were received. Jordan Pinkston reviewed all applications for the Board.

1. Care Plus Associates, Inc.; proposed rear parking lot fence, exterior paint, front facade replacement.
2. Keys Properties; proposed landscaping/fencing with gates, planters and a bench.
3. Kinane Corporation; proposed exterior paint/awning/landscaping/lighting improvements.
4. Treasure Coast Auto Machine; parking lot/landscaping/painting/lighting improvements, incomplete application.

The staff is requesting the board accept all recommendations for grant disbursement to all the applicants and guidance on Treasure Coast Auto Machine. The CRB also recommends keeping the application process open for new applications from April 1 through June 30, since there will be remaining funds.

Board Member Clarke requested clarification on the Kinane landscaping material choices.

Board Member Rich asked what funding was available, Jordan responded with this fiscal year being \$50,000.

Board member Campenni and Chair McDonald recommended applicant #4, Treasure Coast Auto Machine, complete application and return when completed.

4:45 PM MOTION: Approve applications 1, 2 and 3.

MOVED BY: Tom Campenni

SECONDED BY: Becky Bruner

Motion approved unanimously.

2. CRA BUDGET AMENDMENT #02 TO FY 2023; PARKING MANAGEMENT SYSTEM (RC):

RESOLUTION No. 04-2023 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING BUDGET AMENDMENT #02 TO THE FY 2023 CRA BUDGET FOR ACQUISITION OF A PARKING MANAGEMENT SYSTEM IN THE AMOUNT OF \$40,000 FOR IMPROVED PARKING ENFORCEMENT IN DOWNTOWN; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING

FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Pinal Gandhi-Savdas, CRA Executive Director, presented a budget request to purchase a parking management system, for parking enforcement to officially track the hourly parking in our downtown area. The cost of the system is about \$40,000. She relayed this was supported by the parking committee that was organized by Stuart Main Street. On March 7, the Community Redevelopment Board did recommend approval of the budget amendment and staff is requesting approval of Resolution #04-2023 CRA for budget amendment.

Commissioner Clarke asked that we make an agreement. If someone gets a ticket, they get more information about our community. Ms. Gandhi-Savdas agreed and stated they are working on improving our brochure and marketing materials.

Board Member Campenni stated that he was one of the no votes and shared his opposition.

Board Members continued discussion on the parking management system.

City Manager David Dyess discussed the previous parking committee that evaluated future parking issues and the mechanism of the proposed technology.

Board Members continued the below discussion:

- Tram to run more frequently.
- Licensing fee and contract with proposed parking management system.
- Efficiency

City Attorney Michael Mortell stated the Board is not implementing punitive punishment to anyone by issuing a parking ticket.

Chairman Troy McDonald, agreed with Board Member Campenni on building a parking garage but is still in support of proposed parking management system.

PUBLIC COMMENT:

- 1.) Helen McBride - Flamingo Ave.; Commented on a past parking meter trial and feels this is progress.
- 2.) William King - Flagler Ave.; Not in favor of the upgrade, commented that he comes to downtown all the time and always finds a space.

4:51 PM MOTION: Approve.

MOVED BY: Becky Bruner

SECONDED BY: Eula Clarke

VOTE: Passed 5/7

YES: Troy McDonald, Becky Bruner, Eula Clarke, Campbell Rich, Micah Hartowski

NO: Christopher Collins, Tom Campenni

3. PRESENTATION OF THE COMMUNITY REDEVELOPMENT AGENCY ANNUAL REPORT 2022

Pinal Gandhi-Savdas, CRA Director, presented the Annual Report.

Board Member Clarke commented, thanked Ms. Gandhi-Savdas and commended the

department on their efforts with the designation of the funds provided.

Board Member Collins inquired about various projects, the rough estimates, and the schedules.

5:24 PM MOTION: Approve.
MOVED BY: Eula Clarke
SECONDED BY: Tom Campenni
Motion approved unanimously.

STAFF UPDATE

ADJOURNMENT

5:28 PM

Mary R. Kindel, City Clerk

Troy McDonald, Mayor

**Minutes to be approved at the Regular Commission
Meeting this 24th day of April, 2023.**

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM**

Meeting Date: 4/24/2023

Prepared by: Mary Kindel

Title of Item:

APPOINTMENT OF EAST STUART HISTORICAL ADVISORY COMMITTEE MEMBERS (CRA)

Summary Explanation/Background Information on Agenda Request:

Per Resolution No. 11-2023 adopted on February 13, 2023, the East Stuart Historical Advisory Committee is being reinstated and Commissioners/CRA members are to appoint the committee members for a 1-year term.

Section 4 states:

The East Stuart Historical Advisory Committee shall consist of seven (7) members. All members shall have been continuous residents or property owners within the City for not less than six (6) months prior to their appointment on the committee. The appointment shall be as follows: each City Commissioner shall appoint one (1) member of the committee. Each CRB member that is serving on the CRA shall appoint one (1) member.

**East Stuart Historical
Committee**

Applicant Committee Member	Term Expires	Commission Liaison
Joseph Cooper	12/31/2024	Troy McDonald
Betty Brinkley	12/31/2024	Becky Bruner
Kimberly McHardy Grant	12/31/2024	Eula Clarke
Albert Brinkley	12/31/2024	Christopher Collins
Charlene Thompson	12/31/2024	Campbell Rich
Phillip Harvey	12/31/2024	Tom Campenni
Faye James	12/31/2024	Micah Hartowski

Applications attached.

Funding Source:

N/A

Recommended Action:

Motion to approve East Stuart Historical Advisory Committee Board Members.

ATTACHMENTS:

1. ESHC Res 11-2023 & By-Laws (for reference)
2. ESHC Board Application - Joseph Cooper
3. ESHC Board Application - Betty Brinkley
4. ESHC Board Application - Kimberly McHardy Grant

5. ESHC Board Application - Albert Brinkley
6. ESHC Board Application - Charlene Thompson
7. ESHC Board Application - Phillip Harvey
8. ESHC Board Application - Faye James



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 11-2023

**A RESOLUTION OF THE CITY COMMISSION OF
THE CITY OF STUART, FLORIDA, RATIFYING
AND REINSTATING THE EAST STUART
HISTORICAL ADVISORY COMMITTEE;
MAKING FINDINGS OF NECESSITY;
APPROVING BY-LAWS; PROVIDING FOR
CONFLICTS; SEVERABILITY AND AN
EFFECTIVE DATE**

* * *

WHEREAS, the City Commission has the inherent authority to create an advisory board to provide assistance to the Community Redevelopment Agency (CRA); and

WHEREAS, the East Stuart Historical Advisory Subcommittee was originally created by the CRA for the purpose of making recommendations related to the history and culture of the historic East Stuart Community located within the boundaries of the City of Stuart's Community Redevelopment Area; and

WHEREAS, the East Stuart Historical Advisory Subcommittee provided valuable insight regarding the founding residents and their contributions to the East Stuart area; and

WHEREAS, the East Stuart Historical Advisory Subcommittee fulfilled its intended purpose by dedicating the time necessary to evaluate and make recommendations relating to Art in Public Places; as well as insights pertaining to the history of the East Stuart community, as well as

recommendations for the integration of design components into the Martin Luther King, Jr. streetscape improvements and Guy Davis Community Park Improvement projects; and

WHEREAS, the City Commission finds that the creation and continuation of an East Stuart Historical Advisory Board provides public benefit to the community; and

WHEREAS, the City Commission now intends to ratify and create an East Stuart Historic Advisory Board.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, THAT:

SECTION 1: The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2: The City Commission hereby establishes the East Stuart Historic Advisory Board consisting of a Chairperson, Vice Chairperson and five additional board members. The Advisory Board shall provide recommendations to the Community Redevelopment Agency on matters relating to the preservation of the history and character of the East Stuart Community.

SECTION 3: The East Stuart Historical Advisory Committee shall serve as a subcommittee to the Community Redevelopment Agency. The duties and responsibilities of the East Stuart Historical Advisory Committee shall be more fully described in the By-Laws attached to this Resolution as **Exhibit A**. The Community Redevelopment Director shall serve as direct liaison to the Board and shall schedule the four quarterly meetings each year.

SECTION 4: The East Stuart Historical Advisory Committee shall consist of seven (7) members. All members shall have been continuous residents or property owners within the City for not less than six (6) months prior to their appointment on the committee. The appointment shall be as follows: each City Commissioner shall appoint one (1) member of the committee. Each CRB member that is serving on the CRA shall appoint one (1) member.

SECTION 5: The authority of the East Stuart Historical Advisory Committee shall be to provide advisory recommendations to the Community Redevelopment Agency as needed. The Committee shall present a written report detailing how it has discharged its duties to the CRA.

SECTION 6: This Resolution shall take effect upon its adoption.

Commissioner CLARKE offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner BRUNER and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 13th day of February, 2023.

ATTEST:


MARY R. KINDEL
CITY CLERK


TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


MICHAEL J. MORTELL, ESQ.
CITY ATTORNEY

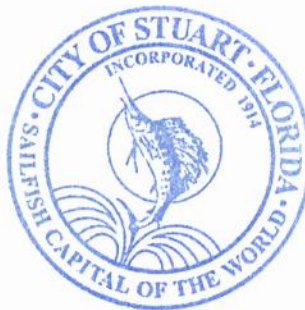


EXHIBIT "A"

EAST STUART HISTORICAL ADVISORY COMMITTEE
CITY OF STUART, FLORIDA

Bylaws

ARTICLE I **NAME**

The name of this Board shall be the "East Stuart Historical Advisory Committee" hereinafter the "Board."

ARTICLE II **MEMBERS**

Section 1: The membership of the Board shall consist of seven members. Members shall have been residents of the City of Stuart for at least six months prior to appointment.

Section 2: Members shall notify the Secretary or Chairperson if they cannot attend a meeting. If a member misses three consecutive meetings the member shall be deemed to have resigned.

Section 3. The term for each member shall be 1 year. The term shall begin in January upon being appointed by the CRA at its first meeting of the Calendar year and shall expire at the end of December of the same year.

ARTICLE III **OFFICERS AND THEIR DUTIES**

Section 1: The officers shall be a Chairperson and Vice Chairperson. The City Clerk or designee shall serve as Secretary and shall create and publish the agenda; record and keep minutes of Board meetings and otherwise provide the necessary staff support for the board members. The City Attorney shall be authorized to provide legal advice to the Committee when necessary.

Section 2: The Chairperson shall preside at all meetings of the Board and shall have the duties normally conferred by Parliamentary rules upon such officers. The Chairperson shall have the privilege of discussing all matters before the Board and shall have the same voting rights as all other Board members.

Section 3: The Vice Chairperson shall act in the absence or disability of the Chairperson.

ARTICLE IV ELECTION OF OFFICERS

- Section 1: The election of officers shall be made of Board members at the first meeting of each Calendar year.
- Section 2: The Board members receiving a majority vote shall be declared elected.
- Section 3: Vacancies. In the event of a vacancy, the position shall be re-appointed and ratified by the CRA.

ARTICLE V MEETINGS

- Section 1: It is the intention for the Committee to hold four (4) quarterly meetings during which it will generate recommendations related to art in public places; concepts to celebrate and commemorate the History of the East Stuart community.
- Section 2: The meetings shall be held at such time and location as the CRA Director deems appropriate based upon the board agenda as well as the schedules of the current membership of the Board. The Director shall attempt to provide a time and schedule for the four meetings for each year as early as possible for the convenience of the public and members of the board.
- Section 3: Notice of meetings shall be given by the Secretary to all Board members at least 24 hours in advance of the meeting.
- Section 4: A quorum of the Board shall consist of three members, and affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order. Three members is only needed for quorum and should not be interpreted to mean that only three votes are necessary to pass a matter if all seven members of the board are present.
- Section 5: All scheduled and special meetings shall be open to public. The Secretary shall keep minutes of all meetings of the Board.
- Section 6: Except as provided herein, parliamentary procedure in Board meetings shall be governed by the latest edition of Robert's Rules of Order and by these By-laws.

ARTICLE VI ORDER OF BUSINESS

1. Roll Call.
2. Comments from Board Members
3. Adoption of Minutes of previous meetings.
4. New business.
5. Adjournment.

The order of business may be suspended by a vote of those members present.

ARTICLE VII MISCELLANEOUS

- Section 1. All members of the Board shall take the Oath of Office at the beginning of their term.
- Section 2. All members understand that this Board is a volunteer position serving at the will of the appointment and subject termination or non-renewal.
- Section3. The members of the Board shall be subject to Sunshine and further understand that the entire board is limited to an advisory recommendation which may or may not be adopted by the CRA or City Commission at some time in the Future.

Board Application

Full Name	Joseph S. Cooper
Present Occupation	General Contractor
Contact Phone	954-2397090
Email Address	gagroup@me.com
Street Address	906 SE 9th Street
City, State, Zip	Stuart
Membership in Community Organizations or Professional Groups	NAACP, Kappa Alpha Psi, Inc.
List Former Advisory Board(s) Affiliations	Guy Davis Park Advisory Board
Comments	<i>Field not completed.</i>
Indicate Board You Would Like to be Considered For	East Stuart Historical Advisory Committee
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Male
Race	African American
Disability	Not Known



Board Application

Full Name

Betty Jean Brinkley

Present Occupation

N/A

Contact Phone

772-285-4491

Email Address

Brinkleybetty49@gmail.com

Street Address

945 SE Nassau Ave

City, State, Zip

Stuart, FL 34994

Membership in Community

Organizations or

Professional Groups

N/A

List Former Advisory

Board(s) Affiliations

N/A

Comments

Indicate Board You Would
Like to be Considered For

Guy Davis Advisory Board

The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)

Gender

Female

Race

African American

Disability

NO

Board Application

Full Name	Kimberly McHardy Grant
Present Occupation	Teacher
Contact Phone	8505906844
Email Address	kgrant611@gmail.com
Street Address	5772 SE 47th Avenue
City, State, Zip	Stuart, FL 34997
Membership in Community Organizations or Professional Groups	Delta Sigma Theta Sorority, Inc
List Former Advisory Board(s) Affiliations	NA
Comments	NA
Indicate Board You Would Like to be Considered For	East Stuart Historical Advisory Committee
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Female
Race	African American
Disability	Not Known

Board Application

Full Name	Albert Lee Brinkley
Present Occupation	<i>Field not completed.</i>
Contact Phone	7722883775
Email Address	cjcollins83@gmail.com
Street Address	815 Central
City, State, Zip	Stuart
Membership in Community Organizations or Professional Groups	<i>Field not completed.</i>
List Former Advisory Board(s) Affiliations	<i>Field not completed.</i>
Comments	Update email when he gets it
Indicate Board You Would Like to be Considered For	East Stuart Historical Advisory Committee
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Male
Race	African American
Disability	Not Known

Board Application

Full Name	Charlene Thompson
Present Occupation	<i>Field not completed.</i>
Contact Phone	772-634-2404
Email Address	tcharlene59@gmail.com
Street Address	413 SE Lake St
City, State, Zip	Stuart, FL 34994
Membership in Community Organizations or Professional Groups	Mars Hill Community Center Martin County Black Heritage Initiative, Inc
List Former Advisory Board(s) Affiliations	N/A
Comments	Please use my mailing address for any mailed documents - PO Box 597, Stuart, FL 34995-0597
Indicate Board You Would Like to be Considered For	East Stuart Historical Advisory Committee
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Female
Race	African American
Disability	Not Known

Board Application

Full Name	Philip W. Harvey
Present Occupation	Retired
Contact Phone	17722380629
Email Address	p.harvey57@yahoo.com
Street Address	5821 SE COLEE AVE
City, State, Zip	STUART
Membership in Community Organizations or Professional Groups	Martin County Black Heritage Initiative
List Former Advisory Board(s) Affiliations	East Stuart Main Street
Comments	<i>Field not completed.</i>
Indicate Board You Would Like to be Considered For	East Stuart Historical Advisory Committee
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Male
Race	African American
Disability	Physically Disabled

Board Application

Full Name	FAYE ELIZABETH JAMES
Present Occupation	Retired Teacher
Contact Phone	7724183006
Email Address	jamesfaye5@gmail.com
Street Address	P.O. Box 1611
City, State, Zip	Stuart, Florida 34994
Membership in Community Organizations or Professional Groups	Services: East Stuart Historical Advisory Committee For 2022, LPA Borad Member 2014, CRB Member 2018/19 Member Of Retired Teachers 2019-2021
List Former Advisory Board(s) Affiliations	LPA Borad Member, CRB Member, East Stuart Historical Advisory Committee Chairwoman
Comments	The City of Stuart, Florida 34994 and Martin County Florida is my hometown. I have attended J.D. Parker Elem. Stuart Middle School and Martin County High School Graduate. I am a homeowner. I have completed over 33 years of teaching in Martin County Schools. I have raised my family here in our amazing city and county. My pleasure to serve The City Of Stuart, Florida 34944 is another great achievement for my willingness to serve our communities.
Indicate Board You Would Like to be Considered For	Community Redevelopment Board East Stuart Historical Advisory Committee
The Florida Department of State requires that the City report the number of minority appointments made during the year. (Section 760.80, Florida Statutes)	
Gender	Female
Race	African American
Disability	Physically Disabled

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Joint CRA/CRB/CCM

Meeting Date: 4/24/2023

Prepared by: Pinal Gandhi-Savdas

Title of Item:

PURCHASE CONTRACT FOR THE "WILLIE GARY PROPERTY" (CCM) (RC):

RESOLUTION No. 27-2023; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZE THE EXECUTION OF A REAL ESTATE CONTRACT BETWEEN THE CITY OF STUART, THE CITY OF STUART CRA AND OUT OF CONTROL IN STUART, LLC FOR PROPERTY KNOWN AS THE "WILLIE GARY PROPERTY" LOCATED AT 710 SE MARTIN LUTHER KING JR BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

In 2021, the City of Stuart and CRA applied to the Florida Department of Economic Opportunities (FDEO) for the Small Cities Community Development Block Grants (CDBG) CV (COVID) grant to respond to the economic impact of COVID-19. The City of Stuart has been awarded \$4,791,000 for the acquisition of property known as the "Willie Gary Property" located at 710 SE Martin Luther King Jr. Blvd., in East Stuart and rehabilitate the existing buildings to accommodate a business incubator and job training center to address community development needs.

The vision of the Stuart Training and Entrepreneur Center is to help new and startup businesses to develop by providing services and programs to launch successful companies, creating employment opportunities in the local economy and job-readiness training to fill critical labor shortages. The City will be looking to partnering with the Indian River State College (IRSC) to enter into a lease agreement and provide the academic and training programs at the new facility.

Staff is requesting to enter into a contract for the acquisition of the property known as the "Willie Gary Property" for \$1.6 M. The acquisition is subject to the environmental review of the property under the HUD regulations, receiving approval of Request for Release of Funds, and issuance of Authorization to Use Grant Funds for the total award amount from the DEO by the closing date as established in the attached contract.

Funding Source:

Due Diligence Process - \$50,000 (CDBG Reimbursement Funds)

Recommended Action:

Motion to approve Resolution No. 27-2023.

ATTACHMENTS:

1. Resolution No 27-2023 - Purchase Contract 710 MLK Blvd
2. Commercial Contract - 710 MLK Blvd



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 27-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, AUTHORIZE THE EXECUTION OF A REAL ESTATE CONTRACT BETWEEN THE CITY OF STUART AND OUT OF CONTROL IN STUART, LLC FOR PROPERTY KNOWN AS THE “WILLIE GARY PROPERTY” LOCATED AT 710 SE MARTIN LUTHER KING JR BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City applied to the Florida Department of Economic Opportunity (FDEO) for the Community Redevelopment Block Grant (CDBG) COVID Program for Federal Fiscal Year 2021; and

WHEREAS, the City of Stuart was notified that \$4,791,000 was approved by DEO for the acquisition and rehabilitation of property known as the “Willie Gary Property” located at 710 SE Martin Luther King Jr. Blvd, Stuart; and

WHEREAS, the City of Stuart desires to purchase property known as the “Willie Gary Property” located at 710 SE Martin Luther King Jr. Blvd in the East Stuart Neighborhood from Out of Control in Stuart, LLC; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Manager is hereby authorized and directed to execute the Commercial Contract between the City of Stuart and Out of Control in Stuart, LLC, for the purchase price of \$1.6 M.

SECTION 2: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, MAYOR
BECKY BRUNER, VICE MAYOR
EULA R. CLARKE, COMMISSIONER
CHRISTOPHER COLLINS, COMMISSIONER
CAMPBELL RICH, COMMISSIONER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY

Commercial Contract

1. PARTIES AND PROPERTY: City of Stuart, Florida ("Buyer")

agrees to buy and Out of Control in Stuart, LLC ("Seller")

agrees to sell the property at:

Street Address: 710 SE Martin Luther King Jr Blvd, Stuart, FL

Legal Description: See attached Schedule A

and the following Personal Property: None

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,600,000.00

(a) Deposit held in escrow by: McCarthy Summers Wood Norman Melby & Schultz PA \$ 25,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 2400 SE Federal Hwy Ste. 400 Stuart FL 34994 Phone: 772-286-1700

(b) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ 0.00

(e) Other \$ _____

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer. \$ 1,575,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
and Buyer and an executed copy delivered to all parties on or before April 28, 2023, this offer
will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
_____. Calendar days will be
used when computing time periods, except time periods of 5
days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on February 29, 2024 (Closing Date), unless
specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Martin County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) all matters of record as of the closing date; provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within _____ days after Effective Date or at least 30 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☐ **Seller** will, within _____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☒ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ _____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 210 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

~~**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.~~

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: NONE
(Company Name) (Licensee)

(a) Seller's Broker: _____
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated_ by
Seller Buyer both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) Buyer's Broker: NONE
(Company Name) (Licensee)

(Address, Telephone, Fax, E-mail)

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
303 ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
304 _____

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):

315 ☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
316 ☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
317 ☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
318 ☐ Seller Representations	☐ Seller Financing	☐ Other _____

319 **23. ADDITIONAL TERMS:**

320 The following expenses shall be divided equally between the Buyer and Seller and paid at Closing: Title search, lien search,
321 title insurance policy, recording fees to cure title defects, recording fees to record the deed, fees charged by closing agent.

322 Parties shall bear their own attorneys' fees and costs in connection with any dispute relating to or arising from this contract.

323 _____
324 The acquisition is subject to environmental review of the property under the HUD regulations at 24 CFR Part 58; receive
325 approval of Request for Release of Funds; and issuance of Authorization to Use Grant Funds (AUGF) for the total award
326 in the amount of \$4,791,000 for the project from the Florida Department of Economic Opportunity (FDEO) by the closing
327 date as established in this contract.

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
357 to do so.

City of Stuart, Florida

358 _____ Date: _____
(Signature of Buyer)

359 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

361 Buyer's Address for purpose of notice _____

362 Facsimile: _____ Email: mmortell@ci.stuart.fl.us

Out of Control in Stuart, LLC

363 _____ Date: _____
(Signature of Seller)

364 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

365 Title: _____ Telephone: _____

366 Seller's Address for purpose of notice: _____

367 Facsimile: _____ Email: tpm@mccarthysummers.com

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Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

SCHEDULE A

The East 497 feet of the North 356.7 feet of the southwest one-quarter of the southeast one-quarter of Section 4, Township 38 South, Range 41 East, less the East 142 feet and Right of Way 40 feet by 394.5 feet to the City, according to the Plat of D.W.C. Ruff's Little Dixie Addition, Plat Book 9, Page 65, Palm Beach (now Martin) County, Florida, Public Records.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM**

Meeting Date: 4/24/2023

Prepared by: Pinal Gandhi-Savdas

Title of Item:

AUTHORIZATION TO EXPEND FUNDING APPROPRIATED FOR THE CDBG COVID PROGRAM (CRA) (RC):

RESOLUTION No. 05-2023 CRA; A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING TO EXPEND FUNDING APPROPRIATED FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT COVID (CDBG-CV) PROGRAM IN THE AMOUNT OF \$50,000 FOR THE DUE DILIGENCE OF PROPERTY KNOWN AS THE "WILLIE GARY PROPERTY" LOCATED AT 710 SE MARTIN LUTHER KING JR BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

The City Commission adopted Resolution No. 27-2023 authorizing the City Manager to execute the Commercial Contract for the purchase of property known as the "Willie Gary Property" located at 710 SE Martin Luther King Jr. Blvd in East Stuart. The staff is requesting the CRA Board to authorize expenditure of funds up to \$50,000 for the due diligence of "Willie Gary Property".

Funding Source:

FROM: CDBG Fund Revenue (Reimbursement Funds) - \$50,000
TO: CDBG Fund Appropriation CDBG-CV (Due Diligence) - \$50,000

Recommended Action:

Motion to approve Resolution No. 05-2023 CRA.

ATTACHMENTS:

1. Resolution No 05-2023 CRA - Authorization to Expend Funds



**BEFORE THE CITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 05-2023 CRA

A RESOLUTION OF THE BOARD OF COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING TO EXPEND FUNDING APPROPRIATED FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT COVID (CDBG-CV) PROGRAM IN THE AMOUNT OF \$50,000 FOR THE DUE DILIGENCE OF PROPERTY KNOWN AS THE “WILLIE GARY PROPERTY” LOCATED AT 710 SE MARTIN LUTHER KING JR BOULEVARD, STUART; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission authorized the City Manager to execute the Commercial Contract for the purchase of property known as the “Willie Gary Property” located at 710 SE Martin Luther King Jr. Blvd, Stuart; and

WHEREAS, the Community Redevelopment Agency authorizes to expend up to \$50,000 for the due diligence of property known as the “Willie Gary Property”; and

WHEREAS, the acquisition of the property will encourage economic development and revitalization of East Stuart; and

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Community Redevelopment Agency of the City of Stuart hereby authorizes a budget transfer as follows:

Resolution Number 05-2023 CRA
Authorization to Expend Funds – 710 MLK Jr. Blvd.

FROM: CDBG Fund Revenue (Reimbursement Funds) - \$50,000
TO: CDBG Fund Appropriation CDBG-CV (Due Diligence) - \$50,000

SECTION 2: This resolution shall take effect upon adoption.

Board Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Board Member _____ and upon being put to a roll call vote, the vote was as follows:

TROY MCDONALD, CHAIRPERSON
BECKY BRUNER, VICE CHAIRPERSON
EULA R. CLARKE, BOARD MEMBER
CHRISTOPHER COLLINS, BOARD MEMBER
CAMPBELL RICH, BOARD MEMBER
MICAH HARTOWSKI, EX-OFFICIO BOARD MEMBER
TOM CAMPENNI, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this ____ day of _____, 2023.

ATTEST:

MARY R. KINDEL
CITY CLERK

TROY MCDONALD
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM CITY ATTORNEY