

Regular Workshop – December 12, 2016  
Agenda Item 6

Agenda Item: Town Center Update

Presenter: Town Manager and Ringling College of Art & Design  
Representative

Summary: The Town and Ringling College of Art & Design entered into a Memorandum of Understanding, which has been extended to February 2017, for the development of an Arts, Culture and Education Center in the Longboat Key Town Center area.

Town Staff and representatives from Ringling College of Art & Design will provide a presentation to the Town Commission with an update on the progress to date and next steps.

Attachments: 12-5-16 Memo, Manager to Commission;  
PowerPoint Presentation;  
Memorandum of Understanding;  
11-16-16 Letter, Mayor to Simmons and Thompson;  
Project Case Statement;

Recommended  
Action: Pending discussion, provide direction to Manager.

## M E M O R A N D U M

**DATE:** December 3, 2016

**TO:** Town Commission

**FROM:** Dave Bullock, Town Manager

**SUBJECT:** Town Center Update

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In January 2015, the Town of Longboat Key (Town) and Ringling College of Art and Design (Ringling) entered into a Memorandum of Understanding (MOU), which defined the framework of responsibilities for the Town and Ringling for the initial exploration of the feasibility of an Arts, Culture and Education Center in the Longboat Key Town Center area. The MOU has since been extended to February 2017, as the Town and Ringling complete designated tasks and work toward articulating various anticipated roles and responsibilities.

To date, the Town has procured a Site Evaluation Report of the proposed building location. The Town has also worked with Ringling representatives regarding potential public use of space. Ringling has worked to develop a case study and funding plan, as well as a program needs assessment. Ringling has also worked toward developing a relationship with the Longboat Key Foundation, which may partner with Ringling in fundraising efforts for the building's construction.

The next step in the process is to develop a pre-construction agreement between the Town and Ringling that is expected to include the following:

- Establish roles and responsibilities related to design and development
- Establish timeline for Ringling to secure professional design and programming services
- Develop estimated project costs
- Establish timeline for submitting preliminary design and programming plan to the Town
- Establish timeline for the Town to complete preliminary site design
- Establish process for securing necessary land use approvals
- Establish intended roles and responsibilities for ownership and maintenance
- Intended to be jointly adopted by the Town and Ringling

The Town should also discuss public use expectations for the facilities.

The Town and representatives from Ringling will provide a presentation to the Town Commission at the December 12, 2016 Regular Workshop Meeting.

Pending Town Commission discussion, the Town Manager requests direction regarding development of a pre-construction agreement with Ringling.



# Longboat Key Town Center

## Arts, Culture and Education Center

December 12, 2016 Regular Workshop Meeting



# Site Map





## Town Center Planning

- A Town Center area was envisioned since the 1980's
- Partially realized with amenities for the public: Publix, Retail, Town Hall, Library, Post Office, Banks, Tennis Center, Shops, Churches, etc.
- Opportunity to add Arts, Culture and Education Center will be a keystone for the community and the Town Center area
- Ongoing planning with Town Center area property owners
- Long-term goal to evolve into a gathering place for the community and people of all ages



## Town Center Planning

- The Town has enjoyed a long, and rich history of supporting the arts beginning with the establishment of the Longboat Key Center for the Arts in 1952.
- Nestled within the historical Longbeach Village, the Center for the Arts held classes, exhibitions, and community events for decades.
- In 2007 Ringling College of Art & Design (Ringling) acquired the Longboat Key Center for the Arts and expanded the art classes, exhibitions, and other programs with the new campus on the island.
- The merger reinforced Ringling's presence on the island as a member of the Longboat Key community.



## Town of Longboat Key – Progress to Date

- Purchased 2.81-acre vacant property in the middle of the Town Center area
- Entered into a Memorandum of Understanding (MOU) with Ringling College of Art and Design (Ringling) for development of an Arts, Culture and Education Center
- Contracted with George F. Young, Inc. to perform Site Evaluation Report, to include analysis of the Project site to evaluate development criteria and constraints
- Site Evaluation Report identified the following:
  - The site is suitable for development
  - Stormwater could be handled by vault system
  - 30,000 square foot 1st floor building footprint is possible



## Memorandum of Understanding

- Town and Ringling entered into a Memorandum of Understanding (MOU) committing the parties to work together in exploring the feasibility of an Arts, Culture and Education Center
- MOU was extended by both parties and is currently set to expire in February 2017
- Established responsibilities of both parties regarding work performed to date



## Next Steps

- Develop a Pre-Construction Agreement between the Town and the Ringling
  - Establish roles and responsibilities related to design and development
  - Establish timeline for Ringling to secure professional design and programming services
  - Develop estimated project costs
  - Establish timeline for submitting preliminary design and programming plan to the Town
  - Establish timeline for the Town to complete preliminary site design
  - Establish process for securing necessary land use approvals
  - Establish intended roles and responsibilities for ownership and maintenance
  - Intended to be jointly adopted by the Town and Ringling

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF  
LONGBOAT KEY AND RINGLING COLLEGE OF ART AND DESIGN**

This Memorandum of Understanding Between the Town of Longboat Key and Ringling College of Art and Design (hereinafter referred to as "MOU") is made on this 29th day of January, 2016 by and between the Town of Longboat Key, a municipal corporation of the State of Florida located at 501 Bay Isles Road, Longboat Key, FL 34228, (hereinafter referred to as "Town") and Ringling College of Art and Design, a private, not for profit college, located at 2700 N. Tamiami Trail, Sarasota, FL 34234, (hereinafter referred to as "Ringling"):

**WHEREAS**, the Town and Ringling are mutually interested in collaborating on a partnership for the purposes of achieving various aims and objectives relating to the establishment and maintenance of a Longboat Key Art and Cultural Center (hereinafter referred to as the "Cultural Center") located within the area of the anticipated Town Center located within the Town; and

**WHEREAS**, the Town and Ringling desire to enter into this MOU which will memorialize the collaborative approach between the Town and Ringling to work together to develop and operate the Cultural Center; and

**WHEREAS**, the Town and Ringling are desirous to enter into this MOU between them, setting out the working arrangements that each of the partners agree are necessary to complete the Cultural Center.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

**Section 1 - Recitals**

The above recitals are true and correct and are hereby incorporated fully by referenced.

**Section 2 - Purpose**

The purpose of this MOU is to provide the framework for a future negotiated contract between the Town and Ringling regarding the Cultural Center.

**Section 3 - Obligations of Town and Ringling**

The Town and Ringling acknowledge that no contractual relationship is created between them by this MOU. Notwithstanding the foregoing, the parties desire to work together in partnership to ensure that there is a united, visible and responsive leadership of the development of the Cultural Center and to demonstrate financial, administrative, and managerial commitment to said project by means of the following individual and combined activities. The parties acknowledge that each individual party has separate and unique resources that enables each party to contribute to the planning of the Cultural Center in a distinctive manner. Accordingly, the parties seek to identify those preliminary activities that will be initially assumed by each party. However, nothing identified in this agreement is intended to designate any sort of exclusivity of roles and responsibilities amongst the parties.

**Section 4 - Cooperative Activities**

The cooperative activities for the Cultural Center shall include but not be limited to the following:

a. Activities to be provided by the Town include:

- Work with Ringling on development of the Cultural Center;
- Focus on site plans and development such as access, site preparation, etc.; and
- Work toward developing site development funding plan

b. Activities to be provided by Ringling include:

- Work toward developing a building plan focused on determining building size, placement, design, and function, including consideration of Town uses for the building.
- Work toward developing funding plan for the building
- Work toward developing an operating and maintenance plan for the Cultural Center

- c. Activities to be provided jointly by the Town and Ringling include:
- Work toward developing appropriate operating and use agreements when appropriate; and
  - Work cooperatively to integrate site plans, building design, funding plans and other elements of facility planning to develop an overall plan for the Cultural Center.

### **Section 5 - Understanding**

It is mutually agreed upon and understood by and amongst the parties of this MOU that:

- a. The parties will work together in a coordinated fashion to develop the Cultural Center;
- b. In no way does this MOU restrict the parties from participating in similar agreements with other public or private agencies, organizations, or individuals;
- c. To the extent possible, the Town and Ringling will participate in the development of the Cultural Center;
- d. Nothing in this MOU shall obligate any party to expend any specific funds in the pursuit of the Cultural Center;
- e. This MOU is not intended to and does not create any right, benefit, or trust responsibility;
- f. This MOU will be effective upon the signature of both parties; and
- g. Either party may terminate its participation as outlined within this MOU by providing written notice to the other party.

### **Section 6 - Communications Strategy**

The parties acknowledge and agree that public statements of the vision for the project should be consistent with the aims of the project and only

undertaken with agreement of both parties. Coordinated communications should be made with external organizations to elicit their support and further the aims of the project.

### **Section 7 - Liability**

No liability will arise or be assumed between the Town and Ringling as a result of this MOU.

### **Section 8 - Dispute Resolution**

In the event of a dispute between the Town and Ringling regarding any activities anticipated by this MOU, any such disputes will be resolved by the President of Ringling and the Town Manager.

### **Section 9 - Term**

The term of this MOU shall remain in place from the time of signing by the last party until May 30, 2016. The term can be extended by mutual agreement in writing by both parties.

### **Section 10 - Notice**

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. When designating such notice or communication, if to the Town, notice should be directed to the Town Manager; if to Ringling, notice should be directed to the President of Ringling.

### **Section 11 - Governing Law**

This MOU shall be construed in accordance with the laws of the State of Florida.

### **Section 12 - Assignment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of both parties.

**Section 13 - Entire Agreement**

This MOU represents the entire understanding of the respective parties hereto and there is no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

**Section 14 - Amendment**

This MOU may be amended or supplemented in writing if approved by both parties.

**Section 15 - Severability**

If any provision of this MOU may be found to be invalid or unenforceable for any reason, such invalidity shall not affect the other remaining provisions of this MOU which can be given effect without the invalid provisions.

**Section 16 - Effective Date**

This MOU shall become effective upon the execution by the last party hereto.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Memorandum of Understanding Between the Town of Longboat Key and Ringling College of Art and Design on the dates indicated below.



**TOWN OF LONGBOAT KEY, FLORIDA**

By: *Dave Bullock*  
Dave Bullock, Town Manager

Date: 1-29-16

ATTEST:

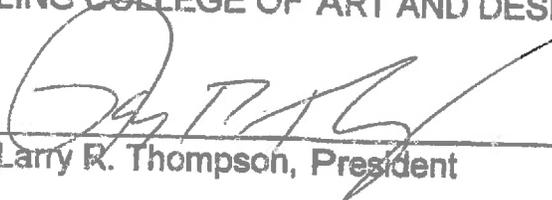
Approved as to form and correctness:

*Trish Granger*  
Trish Granger  
City Clerk

*Maggie D. Mowen-Batali*  
Town Attorney

RINGLING COLLEGE OF ART AND DESIGN

By:

  
Larry R. Thompson, President

Date: 1/29/16

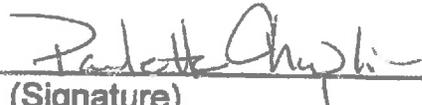
Witness:

  
Cathy Gagliardi

(Signature)  
Cathy Gagliardi

(Printed Name)  
1/29/16

(Date)

  
Paulette Chaplin

(Signature)  
Paulette Chaplin

(Printed Name)  
1/29/16

(Date)



# TOWN OF LONGBOAT KEY

*Incorporated November 14, 1955*

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Longboat Key, Florida 34228-3196  
(941) 316-1999  
SUNCOM 516-2760  
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[www.longboatkey.org](http://www.longboatkey.org)

November 16, 2016

Bob Simmons, Chairman  
Board of Advisors  
Longboat Key Foundation  
c/o Community Foundation of Sarasota County  
2635 Fruitville Road  
Sarasota, FL 34237

And

Larry R. Thompson, President  
Ringling College of Art and Design  
2700 N. Tamiami Trail  
Sarasota, FL 34234

Re: Longboat Key & Ringling College of Art & Design Memorandum of Understanding

The Town of Longboat Key (Town) and Ringling College of Art and Design (Ringling College) have entered into a Memorandum of Understanding (MOU) setting forth the framework for developing the Longboat Key Arts, Cultural, and Education Center. The MOU requests Ringling College to work with the Town, specifically focusing on the aspects of building planning, design, construction, and funding. Ringling College intends to work closely with the Longboat Key Foundation, which is expected to lead the philanthropic fundraising campaign to provide the major funding for the building. Further, the MOU calls for the Town to provide site design and site construction for the new building. To date, the Town has already begun site assessment work and a preliminary site evaluation has been produced. Ringling College is currently working on preliminary stage programming for the building.

It is anticipated that the Town will continue to own the property and the Arts, Cultural, and Education Center; however, the intent among the parties is that the Center will be operated by Ringling College under a long-term operating agreement and lease.

Both parties are reviewing and executing their respective responsibilities as set forth by the MOU, and a subsequent joint meeting between the parties is scheduled for December 12, 2016.

A predevelopment agreement is under process in order to establish the contractual basis for the next phase of the project.

The Town Commission has agreed that the Longboat Key Arts, Cultural, and Education Center is an integral part of the Town Center, which has long been planned as a central focal point for the Longboat Key community in the future.

My best regards and appreciation for your role in this endeavor,

A handwritten signature in blue ink that reads "Jack G. Duncan". The signature is written in a cursive style with a large initial "J" and "D".

Jack G. Duncan,  
Mayor

# **TOWN OF LONGBOAT KEY AND RINGLING COLLEGE PARTNERSHIP TO CREATE A NEW LONGBOAT KEY ARTS, CULTURE AND EDUCATION CENTER**

A Case Statement  
Stimulating and Enriching the Longboat Key Community

## **History**

Over 90 years ago, John Ringling took a vested interest in Longboat Key and envisioned the community that it has become today. In 1926, Ringling owned the largest waterfront landmass in the State of Florida. Longboat Key was one of his favorite real estate holdings. Ringling spent more than a million dollars of his own money building streets, sewers, and water systems for the keys and a bridge to the mainland.

John Ringling wanted to make Sarasota and Longboat Key a mecca for culture and the arts and an educated community. He dreamed of it becoming a vibrant artistic community filled with culture. His legacy lives today in the people who reside and visit Longboat Key.

Ringling College of Art and Design was founded by John Ringling almost 85 years ago. Although not created on Longboat Key, Ringling School of Art, as it was known then, became a major community force in the City of Sarasota. More than ten years ago, Ringling College became an active community member of Longboat Key when it took over the operations of the Longboat Key Center for the Arts located on the northern portion of the Key. For the past several years, Ringling College and the people of Longboat Key have supported the current Longboat Key Center for the Arts by attending its countless art shows, enrolling in art classes, attending concerts and community gatherings, and visiting its galleries.

## **The Future – A New Center For Arts, Culture And Education**

The time has come to build a new, state of the art Center for Arts, Culture and Education in the Town of Longboat Key. Despite the success of the Longboat Key Center for the Arts, that facility has outlived both its purpose and its location. It is now time for a new, more vibrant facility that will be located closer to the center of Longboat Key – the Town Center. With the support of the Town of Longboat Key and its residents, the new Center will be a model for community engagement for people of all ages and backgrounds.

### **The Need**

The Longboat Key Center for the Arts has been a wonderful asset for the island of Longboat Key. However, it is far from the center of the population of Longboat Key and the center of the Town's population base. The buildings at the Longboat Key Center are not new; indeed, they are long past their useful life and need to be remodeled or rebuilt.

The Town of Longboat Key has recognized that it needs a new Center – a Center that focuses on more than the visual arts. It needs a Center that appeals to the diverse needs of the growing population of Longboat Key. It needs a Center that encompasses various forms of art culture, focuses on education and learning for its adult citizens, and serves as a community gathering place for meetings, concerts, performances, and other activities. It needs a place that engages the community, inspires creativity, and instills an appreciation of culture for Longboat Key's residents and visitors. In short, the Town needs a Center—a Center located at the center of Longboat Key.

### **The Vision for the Arts, Culture and Education Center**

The Arts, Culture and Education Center is envisioned as a bustling, vibrant creative facility filled with life and energy that stimulates the imagination and creative minds of Longboat Key citizens and visitors. At the Center there will be classes in art and art-making, including, for example, painting, drawing, sculpture,

ceramics, woodworking, jewelry, graphics, photography, and many more. The Center will also be a hub for lifelong learning. Now that Ringling College has merged with the Lifelong Learning Academy and created the Ringling College Lifelong Learning Academy, a plethora of classes in numerous subject matters, such as social science, business, politics, sociology, science, history, etc. will be taught in the classrooms of the Center. The Center will also have space for small seasonal stage productions, gallery space for local-regional artists, including Ringling students, and space for traveling exhibits, screening of movies and independent films, lectures on today's topics and historic events, concerts and musical productions involving jazz, blues, contemporary and classical genres, dance and musical recitals, and much, much more.

The Arts, Culture and Education Center will be a hub of activity, full of participants who want and need stimulation, intellectual discussion, and friendship.

## **The Longboat Key-Ringling College Partnership**

The Town of Longboat Key and Ringling College of Art and Design have entered into a Memorandum of Understanding outlining a proposed operating structure for this new Center. The concept is that the Center itself will be owned by the Town, but managed by Ringling College under a long-term lease. The Center will be constructed by Ringling College, but funded through a partnership with the Town through various funding mechanisms, including private philanthropy. The Town has asked Ringling College to manage the Center and construct it, given its success in managing the Longboat Key Center for the Arts and the College itself. Ringling has agreed to do this so it can keep its footprint on Longboat Key and have a Ringling College of Art and Design campus on Longboat Key. This partnership is a win-win-win for the Town, the College, and the Community.

Ringling College of Art and Design has had tremendous success in realizing John Ringling's vision to build a world-class higher education art and design institution. Ringling College is now known as one of the premiere art and design institutions in the world.

Although Ringling College of Art and Design is a private college, the College defines itself as a "public serving" institution. To that end, Ringling College is

committed to working with the government officials of Longboat Key to create this state-of-the art multipurpose Arts, Culture and Education (ACE) Center. that will be designed for the cultural enrichment and education of Longboat Key residents and visitors.

The Art, Culture and Education Center is not only defined by what will be offered inside its walls, but it will also be defined by al the spirit and community it will serve. This Center will be nationally known as a model for community-based education, cultural appreciation, and citizen participation in a small resort community.

## **Other Benefits of the Arts, Culture and Education Center**

In addition to the exciting programming to be offered in this new Center, the residents and visitors of Longboat Key will benefit in other, less obvious ways. For example, the Center will improve the quality-of-life of its residents by attracting more businesses, expanding businesses for residents and visitors to frequent, and adding diversity to the economy and community with increased income from an increased tax base. It will also provide more opportunities for citizens to stay on the Key and partake of all Longboat Key has to offer with the affordable, professional exhibitions, performances, and educational opportunities available at the Center.

## **The Estimated Cost**

Although the plans for the Center have not yet been developed, it is anticipated that the Center will require 40,000-50,000 square feet of space. This will include classrooms, art studios for classes, a small black-box theater, a large open space for Town meetings, events, and performances, and film screenings.

## **Conclusion**

To create such a wonderful Center for the community is not inexpensive. Among those costs include site preparation, architectural fees, construction costs, acquisition of furniture and equipment, and start-up operating costs. It is estimated that these costs, absent site preparation, would total between \$7-8 million.

Please join us in supporting this campaign to invest in Longboat Key and its future. With your help we can create a state-of-the-art Arts, Culture and Education Center that will serve the people of Longboat Key. The Center will be a vibrant, stimulating place that will fuel the mind and body of the residents of and visitors to Longboat Key through its activities. The Town of Longboat Key needs this Center; most importantly, the residents of Longboat Key deserve the Arts, Culture and Education Center.



**End of Agenda Item**