

**TOUCHSTONE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
SEPTEMBER 8, 2022**

**TOUCHSTONE
COMMUNITY DEVELOPMENT DISTRICT
AGENDA**

September 8, 2022, at 9:00 a.m.

The offices of Inframark, LLC

Located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607

District Board of Supervisors	Chairman Vice-Chair Assistant Secretary Assistant Secretary Assistant Secretary	Kelly Evans Anson Angail Gregory Elliot Timothy (Tim) Fisher Lori Campagna
District Manager	Inframark, LLC	Gene Roberts
District Attorney	Straley Robin Vericker	Vivek Babbar
District Engineer	Landmark Engineering	Todd C. Amaden

All cellular phones and pagers must be turned off while in the meeting room

The Regular Meeting will begin on 9:00 am with the third section called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Vendor/Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board of Supervisors Request and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

September 8, 2022

Board of Supervisors
Touchstone Community Development District

Dear Board Members:

The Regular Meeting of Touchstone Community Development District will be held on **September 8, 2022, at 9:00 a.m. at the The offices of Inframark, LLC, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.** Please let us know 24 hours before the meeting if you wish to call in for the meeting. Following is the agenda for the meeting:

Call in Number: 1-866-906-9330

Access Code: 7979718#

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-10; Re-Designation of OfficersTab 01
 - B. Consideration of Agreement for Sale and Purchase - Touchstone Clubhouse.....*Under Separate Cover*
 - C. Consideration of Phase I Environmental Site Assessment and Other Inspections.....Tab 02
 - D. General Matters of the District
- 4. VENDOR/STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Tab 03
 - i. Community Inspection Report
- 5. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 6. PUBLIC COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,
Gene Roberts
District Manager

RESOLUTION 2022-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF TOUCHSTONE
COMMUNITY DEVELOPMENT DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Touchstone Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the County of Hillsborough; and

WHEREAS, the initial supervisors have taken and subscribed to the oath of office per F.S. 190.006(4); and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to organize by designating the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF TOUCHSTONE COMMUNITY
DEVELOPMENT DISTRICT:**

1. The following persons are elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
<u>Brian Lamb</u>	Secretary
<u>Eric Davidson</u>	Treasurer
<u>Gene Roberts</u>	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8th DAY OF September 2022

ATTEST:

**TOUCHSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman/ Vice Chairman



8/23/22

TO: Mahoney Law Group, PA
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

ATTENTION: Ms. Stephanie M Cua, Esquire

SUBJECT: *Phase I Environmental Site Assessment*
Touchstone Clubhouse Parcel
4203 Wild Senna Blvd. (33619)
Tampa, Hillsborough County, Florida

Dear Stephanie:

In response to your request, Land Assessment Services, Inc. (LAS) is providing this letter which briefly outlines our scope of services and costs to perform a Phase I environmental site assessment (Phase I ESA) of the parcel indicated above.

Our work will consist of, but not be limited to, the following tasks:

- Task 1: Review reasonably ascertainable *records* in accordance with ASTM E1527-21, including, but not limited to, federal, state and local records; prior and current ownership information; city street directories; fire insurance maps; historical aerial photographs; applicable and/or user provided documents; and physical setting sources, of the subject site and adjoining properties, to identify, if possible, recognized environmental conditions (RECs) (including “historical” and “controlled”) with respect to the subject property and/or adjoining properties.
- Task 2: Perform a *site reconnaissance* of the property in accordance with ASTM E1527-21, to identify, if possible, RECs, HRECs, or CRECs which are physically and visually observable and obvious at the ground surface. Perform an *area reconnaissance* of the adjoining sites (which are physically and visually observable and obvious at the ground surface from vantage points on the subject property or public right-of-ways) in accordance with ASTM E1527-21, to identify, if possible, RECs, HRECs, and CRECs with the potential of materially impacting the subject site. Two (2) figures will be provided, a site vicinity map and site plan.
- Task 3: Conduct *interviews* of past and present owners, occupants, and operators; and governmental agency officials, in accordance with ASTM E1527-21, as appropriate, and if possible, about existing and past site activities.
- Task 4: Prepare a **Phase I ESA** in accordance with ASTM E1527-21, with conclusions listing the RECs, HRECS, and CRECS identified, if any, during the performance of the Phase I ESA.

ENVIRONMENTAL / CONTAMINATION ASSESSMENTS

Our total lump sum cost for the report (provided in pdf format by document transmittal service) prepared in accordance with the ASTM E1527-21 standard is **\$2,100.00**. Cost for meeting attendance is **\$140/hour** (includes travel to and from meeting location and prep time).

Please note that in accordance with ASTM E1527-21, the client (user) has the responsibility of providing certain information, if available, to the environmental professional selected to conduct the Phase I. This information is intended to assist the environmental professional but is *not necessarily required* to qualify for one of the protections available under 1527-21. The information includes, but is not limited to: (a) the reason why the Phase I is required, (b) the type of property and type of property transaction, for example, sale, purchase, exchange, etc., (c) the complete and correct address for the property (a map or other documentation showing property location and boundaries is helpful), (d) the scope of services desired for the Phase I (including whether any parties to the property transaction may have a required standard scope of services on whether any considerations beyond the requirements of Practice E1527 are to be considered), (e) identification of all parties who will rely on the Phase I report, (f) identification of the site contact and how the contact can be reached, (g) any special terms and conditions which must be agreed upon by the environmental professional, (h) **chain-of-title report (if you desire LAS to review previous owners by this method, which is preferred but not required. LAS can order this report if instructed at an additional cost to the client)**, and (i) any other knowledge or experience with the property that may be pertinent to the environmental professional (for example, copies of any available prior environmental site assessment reports, documents, correspondence, etc., concerning the property and its environmental condition).

Note: LAS is aware that the ASTM standard has been recently revised (ASTM E1527-21) but will now undergo scrutiny by the EPA for acceptance under the All Appropriate Inquiry Rule, which is fully anticipated within one year. These Phase I ESAs will be prepared in accordance with the new standard wherever possible. The changes are not drastic and will not involve major changes in LAS' methodology which has always been to exceed the standard's requirements in the interest of providing a reliable work product.

A **User Questionnaire** should be completed to the best of your ability with knowledge acquired from the seller or seller's representative and returned to LAS as soon as possible.

Timewise, we intend to complete our work within your timeframe.

Please indicate your written acceptance of the above referenced scope of services and limitations, user responsibilities, and the attached Standard General Conditions by signing in the space provided below and return one (1) original to us. Your signature will also constitute your written authorization for LAS to access the subject property to perform the assessment described herein.

Thank you for this opportunity to be of service to you.

Sincerely,

LAND ASSESSMENT SERVICES, INC.



Richard C. Reynolds
President

LAS Proposals/pro_Touchstone CDD

Attachments : Standard General Conditions
 User Questionnaire

AUTHORIZED BY:

NAME: _____

TITLE: _____

DATE: _____

**STANDARD
GENERAL CONDITIONS**

LAND ASSESSMENT SERVICES, INC.

1. **PAYMENT TERMS** - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.
2. **PAYMENT OF INVOICES** - If Land Assessment Services, Inc. needs to employ legal services to collect any amount(s) that are determined by a court of competent jurisdiction to be overdue and payable, Client agrees to pay all costs of collection, including but not limited to, reasonable attorney's fees and court costs. Client acknowledges that the professional services agreed to and/or the resulting improvements shall entitle Land Assessment Services, Inc. to a lien against the property and, in the event improvements are dedicated to public use or otherwise alienated, transferred or conveyed by Client, that Land Assessment Services, Inc. shall be entitled to a lien on all property abutting said improvements to protect its claim for payment.
3. **INSURANCE** - Land Assessment Services, Inc. maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage combined limits of \$1,000,000/\$1,000,000. We also have Professional Liability Insurance in the amount of \$1.0 million. A certificate of insurance can be supplied evidencing such coverage, upon request.
4. **STANDARD OF CARE** - The only warranty or guarantee made by Land Assessment Services, Inc. in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.
5. **LIABILITY** - Client agrees to indemnify Land Assessment Services, Inc. (LAS) from any and all liability, loss or damage, including but not limited to court costs and attorney's fees, that either Client or Land Assessment Services, Inc. may suffer as a result of any and all claims, demands, actions, costs or judgments against Client or Land Assessment Services, Inc. arising out of the work undertaken pursuant to this agreement, should such liability, loss or damage be caused by or arise out of other than the sole negligence of Land Assessment Services, Inc. or its officers, agents, employees, or otherwise. LAS in execution of their work is responsible for meeting the standard of care or level of practice established or maintained by the community of similar engineers working on similar projects in the area. Client recognizes that environmental projects can create extraordinary risks, however; and Client therefore agrees to limit LAS' liability to the Client and all contractors, et. al., arising from LAS' professional acts, errors or omissions, such that the total aggregate liability of LAS to all those named shall not exceed LAS' total fee.
6. **RIGHT OF ENTRY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to make the planned reconnaissance, borings, surveys, tests, and/or explorations. We will take reasonable precautions and care to minimize damage to the property and grounds caused by our operations, but we have not included in our fee the costs of restoration of any damage which may result from our activities. If the Client desires for us to restore the property to its former condition, we will accomplish this and add the costs to our fee.
7. **GOVERNING LAW** - This agreement shall be governed in all respects by the laws of the State of Florida.

USER QUESTIONNAIRE
ASTM E 1527 – 21

Introduction--In order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "*Brownfields Amendments*"), the *user* must provide the following information (if available) to the *environmental professional*. Failure to provide this information could result in a determination that "*all appropriate inquiry*" is not complete.

(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25). Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state or local law?

(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26). Are you aware of any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

(3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28). As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4.) Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29). Does the purchase price be paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

(5.) Commonly known or *reasonably ascertainable* information about the *property* (40 CFR 312.30). Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as *user*,

(a.) Do you know the past uses of the *property*?

(b.) Do you know of specific chemicals that are present or once were present at the *property*?

(c.) Do you know of spills or other chemical releases that have taken place at the *property*?

(d.) Do you know of any environmental cleanups that have taken place at the *property*?

(6.) The degree of obviousness of the presence of likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?

Touchstone CDD September



The Muhly grass on the South side of Camden Fields needs to be trimmed away from the sidewalk.



New annuals will be installed in the next two weeks.



The landscape along Camden Fields is in good condition.



The Arboricola plants should be tip pruned to create a denser plant.



The trees along Wild Senna need the tree straps removed.



The turf along Camden Fields near 70th street is on the dry side.



The pocket park at the end of Wild Senna needs to be treated for Sedge weeds.



Once the Fountain grass completes it's bloom it should be trimmed.



The Juniper plants at the entrance to Romano Busciglio need to be treated for mites.



The landscape in the common areas along Samuel Ivy is in good condition.



Waiting on the City of Tampa for the water hook up for the dog fountain.



The ponds still have a lot of Alligator weed growing around the perimeter. Sitex Aquatics will treat them this week.









Inframark, LLC

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: 9/1/22

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
AQUATICS				
DEBRIS	25	22	-3	Some trash in the ponds
INVASIVE MATERIAL (FLOATING)	20	10	-10	Alligator weed/Cattails/Torpedo grass
INVASIVE MATERIAL (SUBMERSED)	20	15	-5	Sitex will treat this week.
FOUNTAINS/AERATORS	20	20	0	N/A
DESIRABLE PLANTS	15	15	0	N/A
AMENITIES				
CLUBHOUSE INTERIOR	4	4	0	
CLUBHOUSE EXTERIOR	3	3	0	
POOL WATER	10	10	0	
POOL TILES	10	10	0	
POOL LIGHTS	5	5	0	
POOL FURNITURE/EQUIPMENT	8	8	0	
FIRST AID/SAFETY ITEMS	10	10	0	
SIGNAGE (rules, pool, playground)	5	5	0	
PLAYGROUND EQUIPMENT	5	5	0	
RECREATIONAL FACILITIES	7	7	0	
RESTROOMS	6	6	0	
HARDSCAPE	10	10	0	
ACCESS & MONITORING SYSTEM	3	3	0	
IT/PHONE SYSTEM	3	3	0	
TRASH RECEPTACLES	3	3	0	
WATER FOUNTAINS	8	8	0	
MONUMENTS AND SIGNS				
CLEAR VISIBILITY (Landscaping)	25	25	0	Good
PAINTING	25	25	0	Good
CLEANLINESS	25	25	0	Good
GENERAL CONDITION	25	25	0	Good

Inframark, LLC

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: 9/1/22

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
HIGH IMPACT LANDSCAPING				
ENTRANCE MONUMENT	40	35	-5	Annuals will be changed soon.
RECREATIONAL AREAS	30	27	-3	Some weed detailing needed
SUBDIVISION MONUMENTS	30	30	0	Good
HARDSCAPE ELEMENTS				
WALLS/FENCING	15	15	0	Good
SIDEWALKS	30	30	0	Good
SPECIALTY MONUMENTS	15	15	0	Good
STREETS	25	25	0	County
PARKING LOTS	15	15	0	N/A
LIGHTING ELEMENTS				
STREET LIGHTING	33	33	0	
LANDSCAPE UP LIGHTING	22	22	0	
MONUMENT LIGHTING	30	30	0	
AMENITY CENTER LIGHTING	15	15	0	
GATES				
ACCESS CONTROL PAD	25	25	0	N/A
OPERATING SYSTEM	25	25	0	N/A
GATE MOTORS	25	25	0	N/A
GATES	25	25	0	N/A
SCORE	700	674	-26	96%

Manager's Signature: Gene Roberts

Supervisor's Signature: _____

MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: Thursday, September 1, 2022

MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
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LANDSCAPE MAINTENANCE

TURF	5	5	0	Good
TURF FERTILITY	10	10	0	Good
TURF EDGING	5	5	0	Good
WEED CONTROL - TURF AREAS	5	4	-1	Some Sedge
TURF INSECT/DISEASE CONTROL	10	10	0	None Observed
PLANT FERTILITY	5	4	-1	Fair
WEED CONTROL - BED AREAS	5	4	-1	Some needed
PLANT INSECT/DISEASE CONTROL	5	4	-1	Spider mites
PRUNING	10	8	-2	Some pruning needed
CLEANLINESS	5	4	-1	Trash along Camden Fields
MULCHING	5	5	0	Good
WATER/IRRIGATION MGMT	8	7	-1	Irrigation Leak along Camden Fields
CARRYOVERS	5	4	-1	Trash along the boulevards

SEASONAL COLOR/PERENNIAL MAINTENANCE

VIGOR/APPEARANCE	7	5	-2	Scheduled to be replaced
INSECT/DISEASE CONTROL	7	7	0	
DEADHEADING/PRUNING	3	3	0	

SCORE

100	89	-11	89%
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Contractor Signature: _____

Manager's Signature: GR

Supervisor's Signature: _____