

SUBJECT: Tidal Wave Carwash Off-Site **PI#6048**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 12, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, sidewalks and utility connection) for Maintenance to serve Tidal Wave Carwash Off-Site, located in Section 27, Township 29, and Range 20, upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$7,715.43 and authorize the Chairman to execute the Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On September 9, 2024, Permission to Construct was issued for Tidal Wave Carwash Off-Site, after construction plan review was completed on July 30, 2024. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is New Potato Creek Holdings, LLC and the engineer is Bowman.

Tidal Wave Car Wash, PID 6048, Offsite-Improvements.

Aerial Location Map **403 W Brandon Blvd, Brandon, FL**



OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this 30 day of September, 2025, by and between New Potato Creek Holdings, LLC, hereinafter referred to as the "Owner/Developer" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Tidal Wave Brandon- PID 6048 (hereafter referred to as the "Project"); and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities to be warranted constructed in conjunction with the Project are as follows:

improvements including sidewalk connection on Robertson St,

sidewalk improvements, driveway access to Robertson St, and water meter assembly improvements

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
- a. Letter of Credit, number _____, dated _____, with _____ by order of _____, or
 - b. A Warranty Bond, dated 09/08/2025 with New Potato Creek Holdings, LLC as Principal, and Great Midwest Insurance Company as Surety, and
 - c. Cashier/Certified Check, number _____, dated _____ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Owner/Developer:

Elizabeth Richards

Witness Signature

By: Scott Blackstock

Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Scott Blackstock

Printed Name of Witness

Printed Name of Signer

CEO

Witness Signature

Title of Signer

115 E Main Street Thomaston, Ga, 30286

Printed Name of Witness

Address of Signer

(706) 975-6264

Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency. 3 of 4

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
30th day of September, 2025, by Scott Blackstock as
(day) (month) (year) (name of person acknowledging)
CEO for New Potato Creek Holdings LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)



(Signature of Notary Public - State of Florida)

Cynthia W Amos

(Print, Type, or Stamp Commissioned Name of Notary Public)

W-00534769
(Commission Number)

12/14/2025
(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number)

(Expiration Date)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we New Potato Creek Holdings, LLC

_____ called the Principal, and _____
 Great Midwest Insurance Company _____ called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
 Seven Thousand Seven Hundred Fifteen Dollars and Forty-Three Cents (\$ 7,715.43) Dollars for the payment of which
 we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

WHEREAS, these site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

WHEREAS, in connection with the development of the project known as Tidal Wave Brandon - PID 6048, hereafter referred to as the “Project”, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: improvements include sidewalk connection on Robertson St., and water meter assembly improvements. (hereafter, the “Off-Site Project Improvements”); and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the Off-Site Project Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the the Off-Site Project Improvements for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into a site development agreement, hereafter the “Owner/Developer Agreement”, the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

WHEREAS, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Off-Site Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND
EFFECT UNTIL September 8, 2027

SIGNED, SEALED AND DATED this 8th day of September, 202025

ATTEST:



New Potato Creek Holdings, LLC

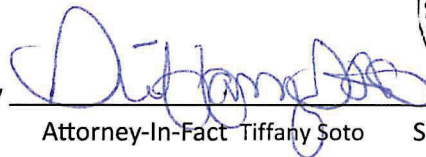
By 
Principal Seal

Great Midwest Insurance Compy

Surety

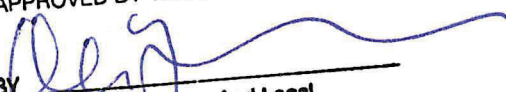
ATTEST:


Linda Roberts

By 
Attorney-In-Fact Tiffany Soto Seal



APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

as amended

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads, Julie Karnes, Robert Allen Yarbrough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

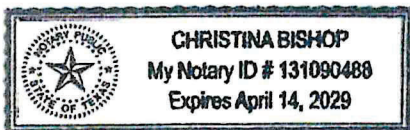


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 8th Day of September 2025.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. GM252567

For Improvements include sidewalk connection on Robertson St., sidewalk improvements, driveway access to Robertson St., and water meter assembly improvements.

Dated effective 09/08/2025 (MONTH, DAY, YEAR)

Executed by New Potato Creek Holdings, LLC, as Principal (PRINCIPAL)

And by Great Midwest Insurance Company, as Surety, (SURETY)

And in favor of Board of County Commissioners of Hillsborough County, Florida (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Term Expiration Date	09/08/2027	12/12/2027
Rider Attorney Infact Name		Tiffany Soto

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

09/08/2025

(MONTH, DAY, YEAR)

Signed and Sealed

09/29/2025

(MONTH, DAY, YEAR)



BY [Signature] New Potato Creek Holdings, LLC
PRINCIPAL
CEO
TITLE

BY [Signature] Great Midwest Insurance Company
SURETY
Tiffany Soto, ATTORNEY-IN-FACT

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Tiffany Soto**

Surety Bond No: GM252567
Principal: New Potato Creek Holdings, LLC
Obligee: Board of County Commissioners of Hillsborough County, Florida

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

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Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

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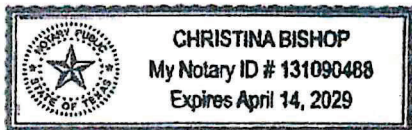


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

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BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

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Signed and Sealed at Houston, TX this 29th Day of September 2025.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Bowman

Date 9/10/2025
Project Tidal Wave Car Wash - Brandon, FL
BCG # 010883-01-001 (PID # 6048)

5404 Cvpress Center Dr. Suite 140. Tampa. FL 33609

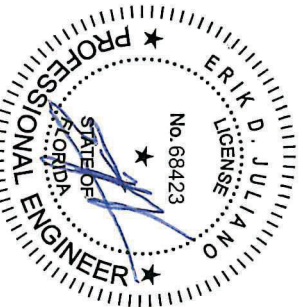
Tidal Wave Brandon - PID 6048 403 W Brandon Blvd, Brandon, FL 33511 Opinion of Probable Construction Costs

OFFSITE IMPROVEMENTS - COUNTY ROW

Roads & Drainage	Quantity	Unit	Unit Cost	Total
TRAFFIC MARKINGS	1.00	LS	\$1,200.00	\$1,200.00
SIDEWALKS	332.00	SF	\$17.41	\$5,779.00
DOMED ADA PADS	3	EA	\$220	\$660
SIGNS	2	EA	\$550	\$1,100
CURB & GUTTER	132	LF	\$39	\$5,201
SIDEWALK & APRON (W ROBINSON ST)	1204	SF	\$6.88	\$8,284
ASPHALT REPAIR	3200	SF	\$2.13	\$6,800
SUBTOTAL				\$29,024.28

Utility	Quantity	Unit	Unit Cost	Total
FORTLINE WATER & IRRIGATION PIPE BACKFLOW	2.00	EA	\$6,272.00	\$12,544.00
FORTLINE SADDLES & VALVES	2.00	EA	\$700.00	\$1,400.00
BOLLARDS 6"	8	EA	\$339	\$2,712
CONCRETE PAD	120	SF	\$13	\$1,500
REINFORCED CONCRETE TRENCH	30	LF	\$42	\$1,279
CASING, CASING WELD	35	LF	\$488.00	\$488
WATER TAPS AT CASING	2	EA	\$700.00	\$1,400
CAP OFF ABANDONED TAP	1	EA	\$450.00	\$450
SUBTOTAL				\$48,130.00

BOND (10% OF TOTAL)	\$7,715.43
TOTAL CONSTRUCTION COST ESTIMATE	\$77,154.28



Erik D. Juliano Florida License # 68423