



Kyle Arrison <karrison@pinellas-park.com>

RE: UPS Parcel

Erica Augello <Erica@cityattorneys.legal>

Tue, Apr 14, 2026 at 10:13 AM

To: Kyle Arrison <KArrison@pinellas-park.com>

Cc: "Keith Jr. Sabiel" <KeSabiel@pinellas-park.com>, Carrie Moss <cmoss@pinellas-park.com>, Adam Smotrich <ASmotrich@pinellas-park.com>

Good morning, Kyle:

The County Attorney and I have worked out an MOU regarding rights and responsibilities regarding enforcement of the property in this matter. I have attached the MOU for your review and comment.

Please let me know if you would like to discuss at all or have any questions.

Erica

From: Erica Augello <Erica@cityattorneys.legal>**Sent:** Wednesday, April 8, 2026 2:08 PM**To:** Kyle Arrison <KArrison@pinellas-park.com>

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**MOU - Pinellas County and Pinellas Park - NPDES Illicit Discharge Enforcement (Final).docx**
24K

**MEMORANDUM OF UNDERSTANDING BETWEEN
PINELLAS COUNTY AND THE CITY OF PINELLAS PARK
REGARDING ENFORCEMENT OF ILLICIT DISCHARGE
UNDER NPDES MS4 PERMIT**

This Memorandum of Understanding (“MOU”) is entered into by and between Pinellas County (the “County”) and the City of Pinellas Park, Florida (the “City”), hereafter referred to collectively as “Parties.” The purpose of this MOU is to establish the obligations and responsibilities of the Parties relative to the enforcement of illicit discharge pursuant to the Parties’ NPDES MS4 permit.

WHEREAS, the County and City are co-permittees under the Florida Department of Environmental Protection’s (“FDEP”) issued NPDES MS4 permit FLS000005 (“MS4 Permit”) which is still in effect pursuant to Rule 62-624.420, F.A.C.; and

WHEREAS, on February 13, 2023, the Parties, along with other co-permittees, entered into the Interlocal Agreement Providing for Control of Illicit Discharges within Pinellas County (the “ILA”), which is incorporated herein by reference; and

WHEREAS, pursuant to Section 3 of the ILA, each party to the ILA is responsible for regulating illicit discharges from public or private lands within its territorial jurisdiction to either its MS4, another co-permittees MS4, or the waters of the State, unless otherwise established through a separate written agreement; and

WHEREAS, on or around February 12, 2026, it was discovered that bentonite slurry originating from the property identified as Parcel Number 09-30-16-70992-200-1000 (the “Property”) was illicitly discharged into Cross Bayou Canal (the “Illicit Discharge”); and

WHEREAS, the Illicit Discharge was found to have originated from a containment failure of a bentonite stockpile (the “Stockpile”) approximately 240’ x 150’ x 15’ in size located on the Property; and

WHEREAS, the City initiated a code enforcement proceeding against the Property owner by issuance of an Order to Comply on March 5, 2026, citing the Property owner for violations of certain sections of the City’s Code of Ordinances, to include Sections 12-405 (Prohibition Against Water Pollution) and 406 (Specific Containment/Runoff Violations) (Code Case No. NS-CV-2026-11736); and

WHEREAS, due to varied natures of the on-site Property violations and the resulting environmental impact to the waterway and surrounding area, the Parties desire to apportion responsibilities to ensure efficient and comprehensive enforcement, remediation, and compliance.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. DIVISION OF ENFORCEMENT AUTHORITY

The Parties agree to divide enforcement regarding the Illicit Discharge and the Stockpile as follows:

- a. **Pinellas County:** The County shall be solely responsible for all NPDES enforcement, investigation, and remediation oversight of the Illicit Discharge from the Property into Cross Bayou Canal and the Easement Areas, as shown in Composite Exhibit A.
- b. **City of Pinellas Park:** The City of Pinellas Park shall be solely responsible for all local code enforcement, investigation, and remediation oversight concerning the Stockpile, site containment, and lot cleanliness regarding the Property itself.

2. REMEDIATION OVERSIGHT

The Parties agree to divide the oversight of all remediation efforts regarding the Illicit Discharge and the Stockpile as follows:

- a. **Pinellas County:** The County shall be responsible for reviewing, approving, and monitoring the safe removal of the accumulated bentonite slurry from Cross Bayou Canal and the Easement Areas, as well as overseeing any necessary restoration, including but not limited to physical restoration or monetary mitigation, of the affected waterway, Easement Areas, and aquatic plant life.
- b. **City of Pinellas Park:** The City of Pinellas Park shall be responsible for reviewing, approving, and monitoring the implementation of preventive containment measures on-site and removal of the remaining bentonite from the Property.

3. INFORMATION AND RESOURCE SHARING

- a. The City agrees to provide the County with all file materials, to include but not limited to correspondence and documentary evidence, related to the initial Order to Comply for Case No. NS-CV-2026-11736.
- b. The Parties will coordinate closely to ensure that the requirements placed on the Property owner do not conflict and that the Property owner obtains all required outside agency permits (including, but not limited to, Pinellas County, Southwest Florida Water Management District (“SWFWMD”), and FDEP).

4. FINES AND LEGAL ACTION

- a. The County shall have the authority to pursue all regulatory, administrative, and other actions as provided by law, including but not limited to, the imposition of applicable fines and costs, regarding the Illicit Discharge and any other violations of Pinellas County Code resulting from the Illicit Discharge that fall within the County’s jurisdiction.

- b. The City reserves the right to pursue its own administrative fines and liens through the City's Special Magistrate, and any other action allowed under the law, should the Property owner fail to comply with the on-site containment and removal requirements.

5. MISCELLANEOUS PROVISIONS

- a. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- b. This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- c. This MOU shall be governed by the laws of the State of Florida, and the venue shall be Pinellas County, Florida.
- d. This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU, shall constitute one complete document.
- e. Either Party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- f. All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within five (5) calendar days, each Party shall update the other Party regarding changes to the contact information of the representatives below, as applicable.

PINELLAS COUNTY:

Melanie Weed, Division Director –
Pinellas County Environmental Management
22211 US Hwy 19 N, Building 10
Clearwater, FL 33765
727-464-4187
Mweed@Pinellas.gov

PINELLAS PARK:
Kyle B. Arrison, Director
Transportation and Stormwater
6250 82nd Ave N
Pinellas Park, FL 33781
727-647-0170
KArrison@Pinellas-Park.com

- g. This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire sixty (60) days after the conclusion of all enforcement actions conducted pursuant to this MOU, including any periods for appeal, unless an extension is mutually agreed to in writing by the Parties.
- h. This MOU solely relates to the Illicit Discharge discovered on or around February 12, 2026. If it is determined that additional discharges from the Property occur, the Parties will confer and amend this MOU pursuant to Paragraph 5.e. on an as-needed basis.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

PINELLAS COUNTY:

By: _____

Printed Name: _____

Date: _____

CITY OF PINELLAS PARK:

By: _____

Printed Name: Sandra Bradbury, Mayor

Date: _____

Approved as to form and substance:

Erica F. Augello, City Attorney

Exhibit A

DRAINAGE AND ACCESS EASEMENT

THIS INDENTURE is made this 3 day of October, 2019 between United Parcel Service, Inc., an Ohio corporation, whose address is 55 Glenlake parkway, N.E., Atlanta, GA 30328, hereinafter referred to as "Grantor," and PINELLAS COUNTY, Department of Real Estate Management, Attention: Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantee."

WITNESSETH:

That the said Grantor, for and in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the Parties hereto agree to grant and convey unto the Grantee, its successors and assigns a perpetual, non-exclusive Drainage and Access Easement, hereinafter referred to as the "Easement," over and across the following described property, located in Pinellas County, to wit:

Lands described in the legal description attached as "Exhibit A" hereto and made a part hereof, granted for the drainage purposes outlined herein;

TO HAVE AND TO HOLD said Easement unto said Grantee, its successors and assigns forever, subject to the following conditions:

1. Grantor claims to be the owner of the fee simple title to the property in which the above described Easement is located, as evidenced from Warranty Deed dated February 9, 1987, recorded in the Pinellas County Official Records under Book: 6423, Page: 1878, but does not warrant to Grantee the validity of title to the Easement. Grantee shall have no claim for damages or refund against Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party. Grantor has full right and lawful authority to grant and convey this Easement to the Grantee.
2. The grant of this Easement does not create additional restrictions to the rights of the Grantor in the use of this Easement beyond those contained herein.
3. The rights and the purpose of this Easement are limited to the Grantee's maintenance of the drainage system, solely for the purpose of drainage flow along and inside the top of bank of the drainage channel.
4. The rights herein granted to the Grantee, by the Grantor, specifically include but are not limited to: (a) the right for the Grantee, its agents, employees and contractors, at their discretion, to clear the Easement of exotic vegetation, fallen trees, limbs, undergrowth, clearing accumulated sediment, and other physical objects, which may endanger or interfere with the safe and efficient operation or maintenance of the drainage system; and (b) the reasonable right for the Grantee, its

agents, employees and contractors to have ingress and egress across the Grantor's property to the Easement. Grantee its agents, employees and contractors shall access such Easement solely from the main gate and not form Grantor's remaining property and shall not disturb any other portion of the property owned by Grantor adjacent to the Easement.

5. Except for those acts reasonably necessary to accomplish the purposes of this Easement, Grantee also covenants not to do any acts or things, which it could reasonably expect to cause damage to Grantor's premises. Grantee will cause its agents, employees and contractors to use all reasonable precautions to avoid damage to Grantor's property and Grantee shall be responsible for any and all loss, damage, liability and expense for injury to or death to Grantor's employees, agents, contractors or third parties or damage to property, caused by or attributable to the Grantee's operation, maintenance, and use of the Easement. Notwithstanding, this paragraph should not be construed as a waiver of any defense or limitation of sovereign immunity available to the Grantee or Grantor pursuant to Florida Law, including but not limited to §768.28, Florida Statutes, as now in effect, or as may be amended from time to time.

6. Grantee shall not have the ability to cause any mechanics' or other liens and encumbrances to attach to the Easement or Grantor's underlying or adjacent property. Grantee is required to notify all individuals and entities that they must look to the Grantee to secure payment of any work done in, on, or in relation to the Easement. If a lien is filed against the Grantor's underlying or adjacent property, Grantee at its expense shall procure the discharge of record of all such liens and encumbrances within twenty (20) days after notice thereof.

7. Grantee shall not disturb or interfere with, in any way, Grantor's business operations occasioned by Grantee's use of the Easement. Grantee shall not use the surface of the Easement for any purpose and in any manner not specifically authorized herein.

8. Grantor shall have the right to use the surface of said real property for any purpose which does not interfere with Grantee's use of the easement conveyed. Grantee hereby covenants and agrees not to interfere with Grantor's use of the surface of the easement area.

9. Grantee acknowledges that this is a non-exclusive easement and that Grantor reserves and retains the right to grant other rights and easements across or under the easement area to such other persons or entities as Grantor elects at any time and from time-to-time, provided that such grants of other rights and easements do not unreasonably interfere with Grantee's rights under this Easement.

10. Grantee shall comply with all local, state, and federal laws, rules, codes and regulations in connection with its activities on Grantor's premises and in the easement area.

11. Environmental compliance.

(a) The following terms shall have the following meanings herein:

i. "Environmental Laws" shall mean all laws, statutes, ordinances orders, executive orders, administrative rulings, court decisions, rules and regulations of the

United States, the state and municipality in which the easement area are located, and any other Governmental Authority relating to the environmental condition of the easement area or any part thereof, including without limitation the Resource Conservation Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq., and any common law theory as nuisance or strict liability, as any of the foregoing may be amended from time to time.

ii. "Governmental Authority" shall mean any agency, board, bureau, commission, department or body of any municipal, county, state or federal government unit, or any subdivision thereof.

iii. "Hazardous Substance" shall mean any matter now or in the future regulated by any Environmental Law giving rise to liability or other obligation under any Environmental Law, and shall also include without limitation petroleum, petroleum products and oil or used oil, asbestos, PCBs and similar compounds, lead paint, lead, cyanide, solvents, *DDT, ammonia compounds, herbicide chemicals and other chemical products.

iv. "Release" shall have the meaning set forth in 42 U.S.C. Section 9601, as such may be amended or replaced from time to time.

v. "Solid Waste" shall have the meaning set forth in 40 C.F.R. Section 261.2, as such may be amended or replaced from time to time.

(b) Grantee shall not cause or permit any Hazardous Substance or other dangerous toxic substances or any Solid Waste to be generated, transported, treated, stored, disposed of, handled, processed or Released on the easement area except in compliance with all applicable Environmental Laws. Grantee shall advise Grantor in writing of any Hazardous Substance introduced by Grantee or any party acting on its behalf before any Hazardous Substance is brought on the easement area. Neither the written consent of Grantor to the use, generation, storage or disposal of Hazardous Substances nor the strict compliance by Grantee with all Requirements relating to Hazardous Substances shall excuse Grantee from Grantee's obligation of indemnification in this Section.

(c) Grantee shall promptly provide Grantor with copies of all communications, permits or agreements with any Governmental Authority or any private entity relating in any way to the transportation, treatment, storage, disposal, handling, processing or Release of any Hazardous Substance or Solid Waste at the easement area.

(d) Grantor and Grantor's agents and employees shall have the right, but not the obligation, to enter the easement area and conduct appropriate tests for the purpose of ascertaining the Grantee complies with all Environmental Laws. Upon written request by Grantor, Grantee shall provide Grantor with copies of the results of appropriate tests of air, water or soil to demonstrate that Grantee complies with all applicable Environmental Laws.

(e) If the presence on or in the easement area or any part thereof, or the transportation, treatment, storage, disposal, handling, processing or Release at the easement area of any Hazardous Substance or other dangerous toxic substances or Solid Waste: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Grantee shall promptly take any and all remedial and removal action necessary to clean up the easement area and mitigate exposure to liability arising from the Hazardous Substance or other dangerous toxic substances or Solid Waste, whether or not required by law.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand on the day and year first written above.

GRANTOR:


United Parcel Service, Inc., an Ohio corporation



By: Stephen M. Slifer, Vice President

STATE OF GEORGIA)
)
COUNTY OF FULTON)

This instrument was acknowledged before me on the 3 day of October, 2019, by Stephen M. Slifer, who is personally known to me to be the Vice President of United Parcel Service, Inc., an Ohio corporation.



Notary Public

GERALD LOPEZ
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires Feb. 16, 2021

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328



SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST

DESCRIPTION

THAT PORTION OF THE TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6423, PAGE 1878, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WESTERLY OF A LINE WHICH IS 75.00 FEET EASTERLY OF AND PARALLEL TO THE SURVEY BASELINE OF THE CROSS BAYOU CANAL, SAID SURVEY BASELINE BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE N00°01'36"E, ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 9, FOR A DISTANCE OF 660.02 FEET; THENCE N89°54'13"W, FOR A DISTANCE OF 7.09 FEET TO THE POINT OF BEGINNING; THENCE N17°51'40"E, ALONG SAID SURVEY BASELINE OF THE CROSS BAYOU CANAL, FOR A DISTANCE OF 716.83 FEET TO THE POINT OF TERMINATION.

BASIS OF BEARINGS: BEARINGS INDICATED ARE BASED ON THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING N00°01'36"E.

Additions or deletions by other than the Professional Land Surveyor in responsible charge is prohibited. Land Description is invalid without signature and/or embossed seal of the Professional Land Surveyor

CALCULATED BY: I.S.	The above Sketch and/or Land description was prepared under my supervision and is true and correct to the best of my knowledge and belief.
CHECKED BY: C.H.	By: Pinellas County Survey and Mapping Division <i>George A. Shimp III</i> DATE <u>5/2/2019</u>
S.F.N.: 1882	GEORGE A. SHIMP III, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER: 6137 SEAL STATE OF FLORIDA, PHONE # (727) 464-8904

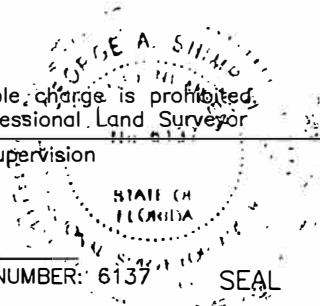


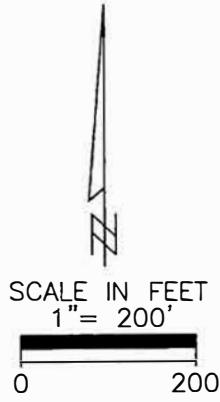
EXHIBIT "A"

Parcel No.: 802
 SHEET 1 OF 2

PINELLAS COUNTY
 PUBLIC WORKS
 SURVEY AND MAPPING DIVISION
 22211 U.S. HIGHWAY 19 N.
 CLEARWATER, FLORIDA 33765-2328

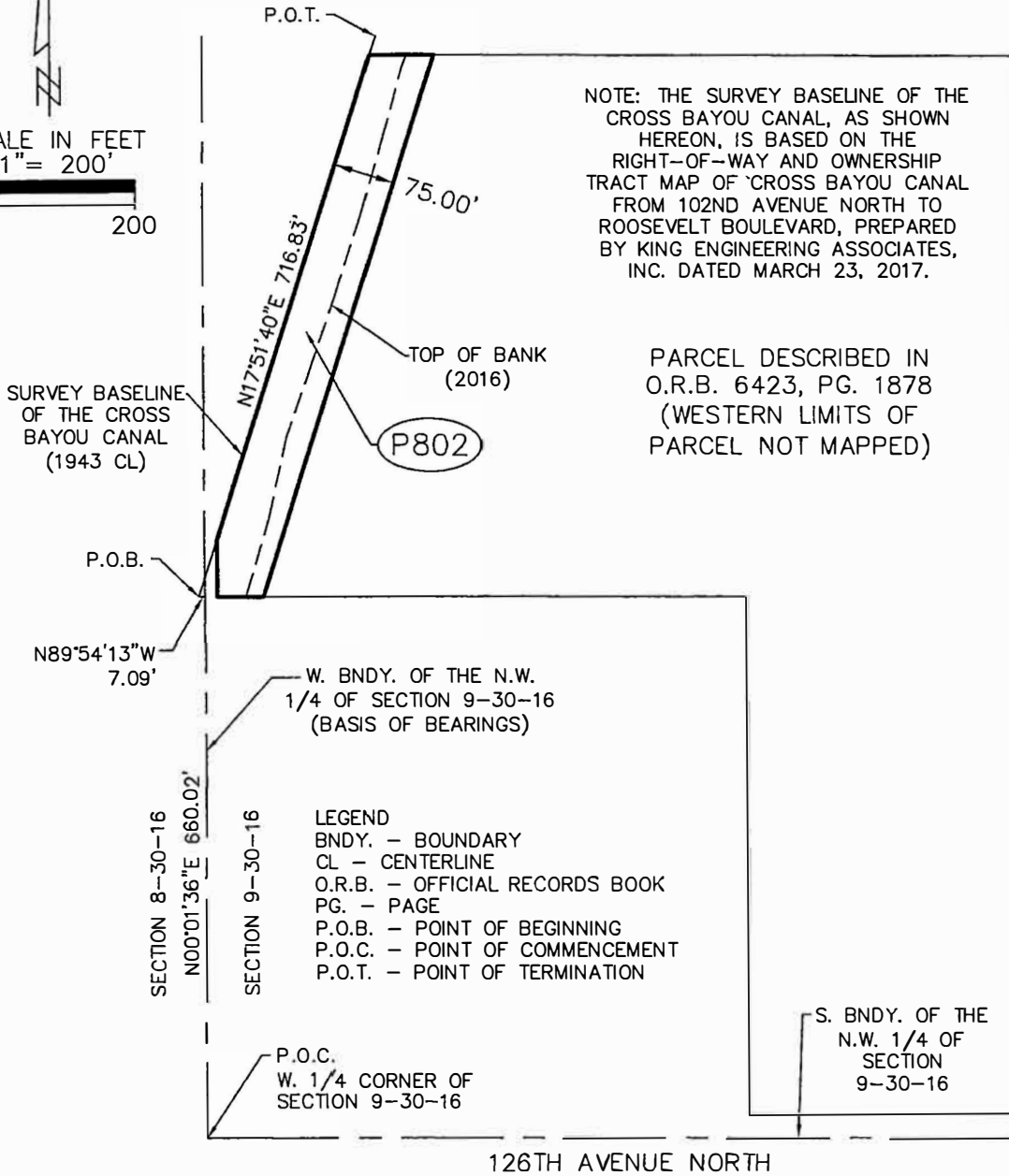


SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST
 SKETCH - NOT A SURVEY



NOTE: THE SURVEY BASELINE OF THE CROSS BAYOU CANAL, AS SHOWN HEREON, IS BASED ON THE RIGHT-OF-WAY AND OWNERSHIP TRACT MAP OF 'CROSS BAYOU CANAL FROM 102ND AVENUE NORTH TO ROOSEVELT BOULEVARD, PREPARED BY KING ENGINEERING ASSOCIATES, INC. DATED MARCH 23, 2017.

PARCEL DESCRIBED IN
 O.R.B. 6423, PG. 1878
 (WESTERN LIMITS OF
 PARCEL NOT MAPPED)



- LEGEND
 BNDY. - BOUNDARY
 CL - CENTERLINE
 O.R.B. - OFFICIAL RECORDS BOOK
 PG. - PAGE
 P.O.B. - POINT OF BEGINNING
 P.O.C. - POINT OF COMMENCEMENT
 P.O.T. - POINT OF TERMINATION

S.F.N.:
 1882

EXHIBIT "A"

Parcel No.: 802
 SHEET 2 OF 2