

RESOLUTION NO. 20-06-42

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FROM BOATING IMPROVEMENT FUNDS DURING FISCAL YEAR 2020-2021; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since 2004, Islamorada, Village of Islands (the “Village”) has operated a buoy maintenance program (“Program”), maintaining a Florida Uniform Waterway Marker compliant system of 135 navigational buoys and a series of fixed regulatory, recreational and informational markers within the Village’s 1200’ off-shore jurisdiction in the Atlantic Ocean and Gulf of Mexico to aid in boater navigation and facilitate preservation of nearshore waters, flats and reefs; and

WHEREAS, Florida Boating Improvement Funds (“BIF”) are allocated to Monroe County (the “County”) for use throughout the County for boat ramps, lifts and hoists, marine railways, and other public launching facilities; piers, docks and other mooring facilities; recreational channel marking and other uniform waterway markers; derelict vessel removal; boating education; economic development initiatives that promote boating; and other local boating-related activities that enhance boating access for recreational boaters; and

WHEREAS, beginning in 2012, the County began soliciting applications from municipalities for submission by April 1 of each year for consideration by the Monroe County Board of County Commissioners (“BOCC”) for the allocation of County Boating Improvement

Funds in the following fiscal year; and

WHEREAS, on April 1, 2020, the Village submitted a Municipality Funding Request, attached hereto as Exhibit “A”, to the County requesting Ten Thousand Dollars (\$10,000.00) for reimbursement of Program costs expended during Fiscal Year 2020-2021, which included operation and maintenance of the Village’s existing buoy maintenance program, labor and supplies for the buoy installation at newly permitted locations as the need arises, and for printing and distribution of educational materials advising boaters about boating safety issues and waterway marker information; and

WHEREAS, on May 20, 2020 the BOCC approved the Village’s BIF Municipality Funding Request for FY 2020-2021 in the amount of \$10,000.00; and

WHEREAS, County staff has prepared an Interlocal Agreement (“Agreement”), attached hereto as Exhibit “B”, providing the terms and conditions for reimbursement to the Village of approved Fiscal Year 2020-2021 expenditures in an amount not to exceed Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the Village Council finds that approval of the Agreement between Monroe County and the Village is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement between Monroe County and the Village for the reimbursement of Fiscal Year 2020-2021 Project costs from Boating Improvement Funds, together with such non-material changes as

may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. **Execution of Agreement.** The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by Councilwoman Deb Gillis, second by Vice Mayor Ken Davis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Mike Forster	YES
Vice Mayor Ken Davis	YES
Councilwoman Deb Gillis	YES
Councilman Jim Mooney	YES
Councilman Chris Sante	YES

PASSED AND ADOPTED this 18TH day of JUNE, 2020.



MIKE FORSTER, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE
USE AND BENEFIT OF ISLAMORADA, VILLAGE OF
ISLANDS ONLY:



ROGET V. BRYAN, VILLAGE ATTORNEY

MUNICIPALITY FUNDING REQUEST FORM FOR USE OF MONROE COUNTY BOATING IMPROVEMENT FUNDS

Request Forms must be submitted by April 1st for funding consideration for the following fiscal year. Please complete the following as thoroughly as possible. If you have any questions please call the Monroe County Marine Resources Office at 289-2805 for assistance.

I- APPLICANT INFORMATION

Municipality:	Islamorada, Village of Islands		
Project Manager:	Lisa Watts		
Phone:	(305) 852-2381	Email:	lisa.watts@islamorada.fl.us

II- PROJECT SUMMARY

Project Title: Islamorada Buoy Maintenance Program FY2020/2021

Project description and purpose (explain the community need and project merit):

Islamorada, Village of Islands ("Islamorada") boundaries extend from Tavernier Creek Bridge at mile marker 90.9 to the Channel Two Bridge at mile marker 72.6 and include Plantation Key, Windley Key and Upper and Lower Matecumbe Keys. Known as the "Sportfishing Capital of the World", the waters off Islamorada are heavily trafficked by recreational boaters, fishermen, personal watercraft, kayakers and canoes.

In 2004, to aid in boater safety and facilitate preservation of nearshore waters, flats and reefs, Islamorada established a Buoy Maintenance Program by maintaining a Florida Uniform Waterway Marker compliant system of 120 buoys and a series of fixed informational markers within Islamorada's 12' off-shore jurisdiction in the Atlantic Ocean and the Gulf of Mexico. Due to heavy boat traffic, environmental wear, seasonal storm activity and occasional theft, Islamorada experiences frequent losses and damages to its buoy system. Under Florida law, and pursuant to Islamorada's Ordinance 03-10, Islamorada retains marine contractors to regularly inspect the buoys and markers to ensure operational continuity of the system and the safety of the public and the environment.

To assist with anticipated maintenance costs in FY 2020-2021, Islamorada requests Monroe County reimburse Islamorada \$10,000.00 in Boating Improvement Funds for costs expended in the upcoming fiscal year. Based on prior year's expenditures and FY 20/21 program goals of increased site visitation, permitting additional buoy locations and continued distribution of educational materials, Islamorada's total Buoy Maintenance Program costs for FY 20/21 are estimated to be \$13,750.00. If awarded, Islamorada will contribute \$3,750.00 (25%) cash toward program costs from its FY 20/21 Marina Enterprise Fund budget. Funded program work would include 1) labor for certified divers to inspect buoys and anchors, assemble and install new buoys and anchoring materials as needed; 2) supplies or replacement buoys, anchor assembly lines, property identification and numbering decals; 3) printing and distribution of educational material advising boaters about safety issues and waterway marker information.

This project is meritorious, useful and needed because without the proper buoy system, boating on the waters off Islamorada would be dangerous and confusing for boaters and harmful to our reefs and wildlife.

**MUNICIPALITY FUNDING REQUEST FORM
FOR USE OF MONROE COUNTY BOATING IMPROVEMENT FUNDS**

III- PROJECT DETAILS

Total estimated project cost (attach cost estimates) \$13,750.00	Funding amount requested \$10,000.00				
Is project site occurring entirely on city owned property? No	Is project a new capital improvement? No				
Does project include revenue generating infrastructure? * No					
<p>Description of how project may promote public water access:</p> <p>Islamorada's Buoy Maintenance Program promotes public water access by utilizing 120 highly visible shallow draft buoys marked with GPS identifiers to determine position, warn of dangers and obstructions in navigation and alert boaters and operators of various Federal, State and Local Regulations. Buoys are safer than fixed signs, reduce the severity of boater/sign collisions and are less expensive to erect and maintain. The buoys are ideal for the low-energy environment surrounding Islamorada, where boaters must remain vigilant of manatees and sea turtles year round. The project also promotes safe boating practices and protection of Islamorada's fragile sealife by exhibiting on every buoy the remind: IDLE SPEED NO WAKE 300' FROM SHORE". For boating visitors unfamiliar with the area Islamorada also distributes educational brochures and rack cards to increase public safety awareness and knowledge of local boating issues.</p>					
<p>Status of project (is the project designed/permitted if applicable?)</p> <p>The applicant will provide any pertinent documentation to assist with the review and evaluation of the funding request such as site plans (verifying property ownership), design plans, permits, etc.</p> <p>In 2008, pursuant to the Florida Administrative Code and Islamorada's Ordinance 03-10, Islamorada's current waterway marker plan was reviewed and approved by the Florida Fish & Wildlife Conservation Commission's Office of Boating Safety & Waterway Management. The attached FWCC Permit No. 04-018 lists the statewide marker identification numbers, latitude/longitude and sign verbiage for each of the 120 approved buoys in the system.</p>					
<p>List other funding sources (match) and amounts:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Funding Source (match)</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Amounts</u></th> </tr> </thead> <tbody> <tr> <td>Islamorada, Marina Enterprise Fund Budget</td> <td>\$3,750.00</td> </tr> </tbody> </table>		<u>Funding Source (match)</u>	<u>Amounts</u>	Islamorada, Marina Enterprise Fund Budget	\$3,750.00
<u>Funding Source (match)</u>	<u>Amounts</u>				
Islamorada, Marina Enterprise Fund Budget	\$3,750.00				
<p>Timeframe for project start/completion:</p> <p>The funding requests if for FY 20/21. The project would commence on October 1, 2020 and end on September 30, 2021. This is an ongoing multi-year project. Islamorada understands that the period of performance is October 1, 2020 to September 30, 2021.</p>					

*Requests for funding for revenue generating infrastructure must include an explanation of unmet costs, including fiscal analysis documentation (such as a current annual financial report).

**ISLAMORADA, VILLAGE OF ISLANDS
ESTIMATED COSTS FOR
FY 2020/2021**

Poseidon Marine Towing Corp.	\$8,750.00
Buoys & Chains	\$4,000.00
Brochures	\$1,000.00
TOTAL	\$13,750.00

These costs are estimated based on FY 19/20 expenses for services and supplies. To date, Islamorada has spent \$10,102.72.

Buoy Maintenance Proposal

Poseidon Marine Towing Corp.
PO Box 831
Islamorada, FL 33036

Village Buoy Contract 2020-2021

OBJECTIVE

To search for anchors where buoys are no longer there. Install new anchors where we are unable to find anchors. Clean and check current buoys in place. Replaced damaged buoys.

SCOPE OF SERVICES

1. Anchor Search

On scene / set up / search – Approx. 45 min. each at approx. 10 anchors – 7.5 hrs. total

2. Anchors Installed

Approx. 6 Anchors to install. On scene / set up / install – Approx. 3 hrs. each at 6 anchors- 18 hrs. total.

3. Buoys Cleaned / Checked

Entire buoy system 120 buoys.

Clean / Check buoy / Chain etc. Approx. 1 hr. each. On scene / Set up Clean / Check – 120 hrs. total.

4. Replace Damaged Buoys

Approx. 13 buoys to replace. On scene / Set up / Install new buoy, line etc. 1 hr. each – 13 hrs.

WORK TO BE PERFORMED

Approx. number of hours 158.80 hrs. at \$100.00 per hr. = \$17468.00

PURCHASES

Orange reflective sticker - \$100.00

Hose – 200 ft. – Approx. \$200.00

Shackles – 100 Approx. \$120.00

Buoy's - \$122.85 each plus shipping of \$24.00 each = 10 buoys = \$ 1,468.80

Graphics for buoy's – Approx. \$27.00 each – 2 per buoy = 40= \$1080.00

Total amount of project is \$20436.80

NOTE

Contingency allowed for Scope of Work built into each section.

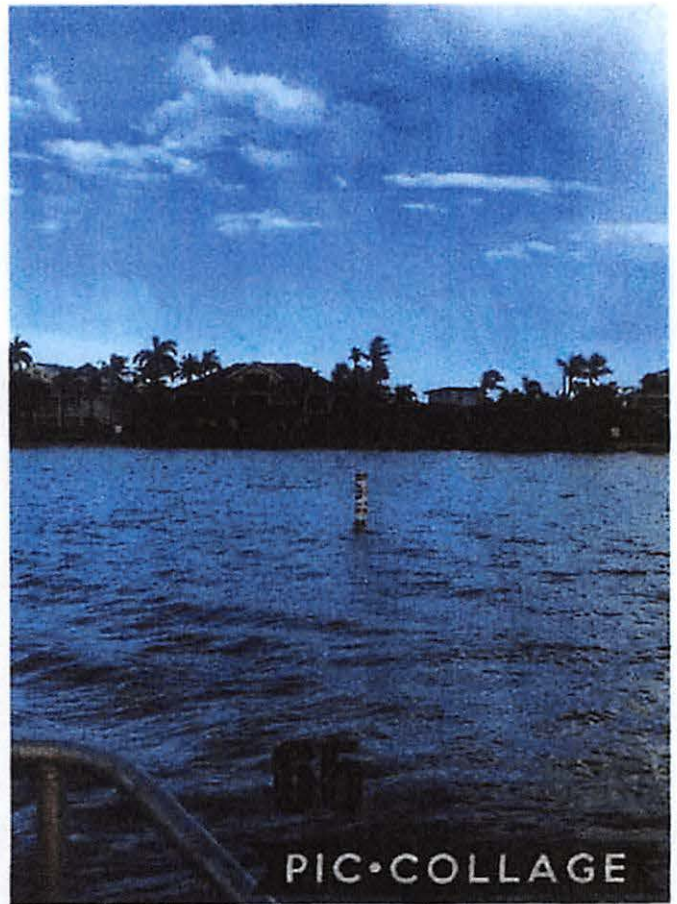
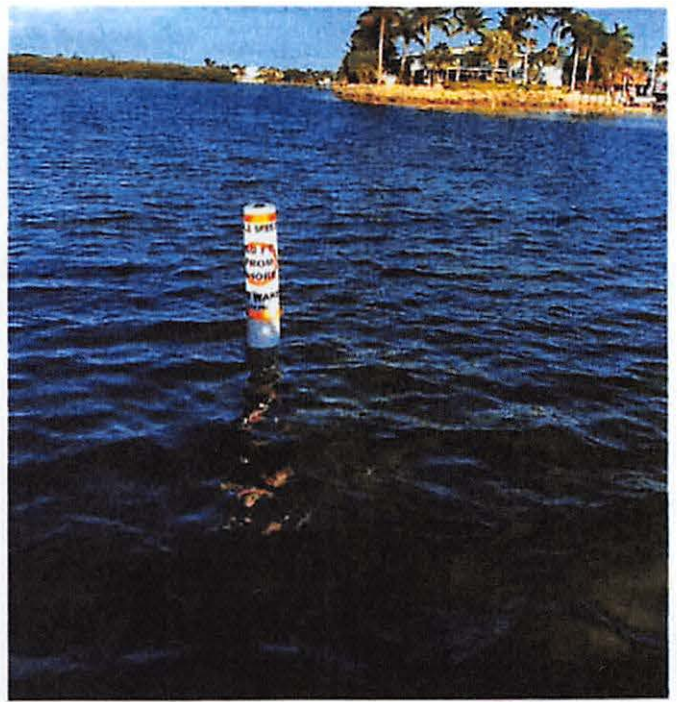
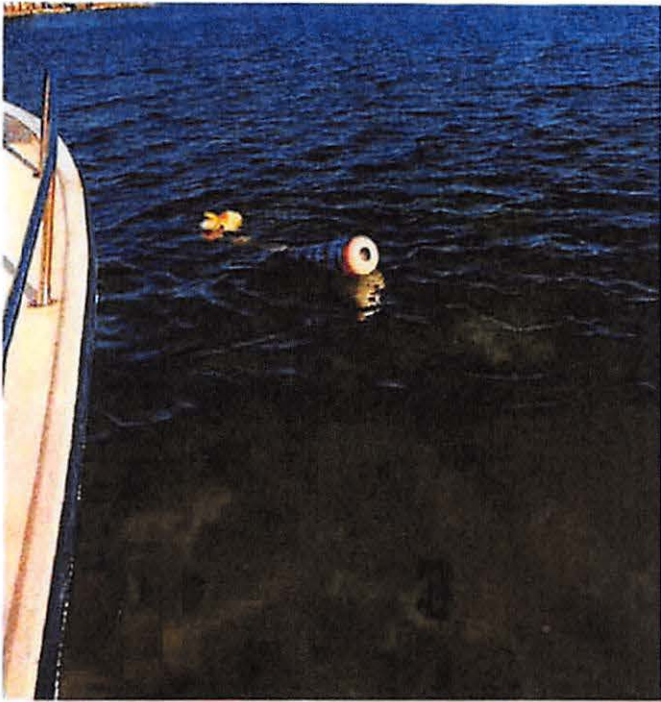
Weather is always a factor on work performed and the timeliness of completion. Sunny days and clear water make it easier to work and find anchors. We consider weather conditions when heading out to work on buoys.

Owners,

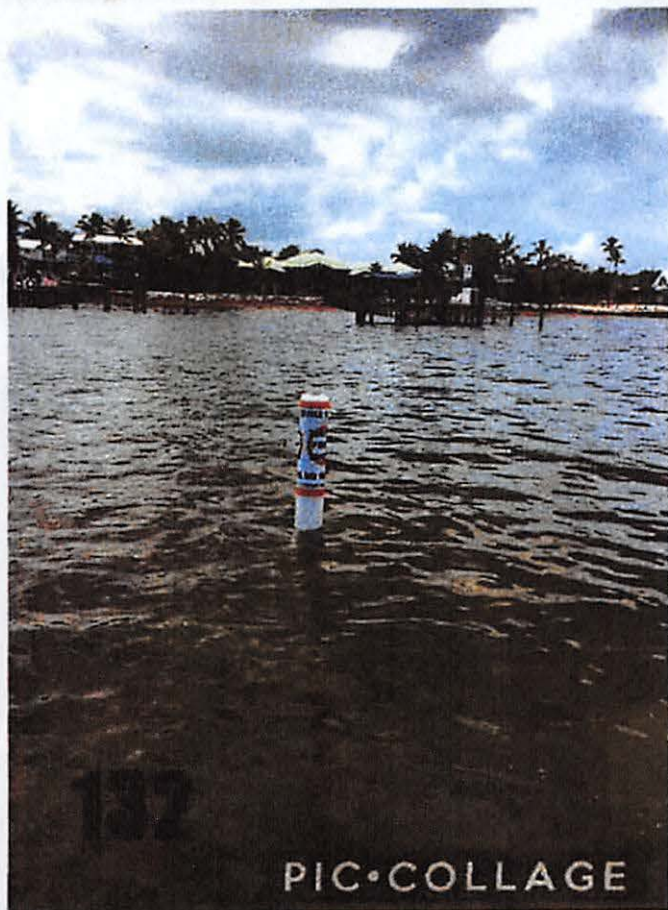
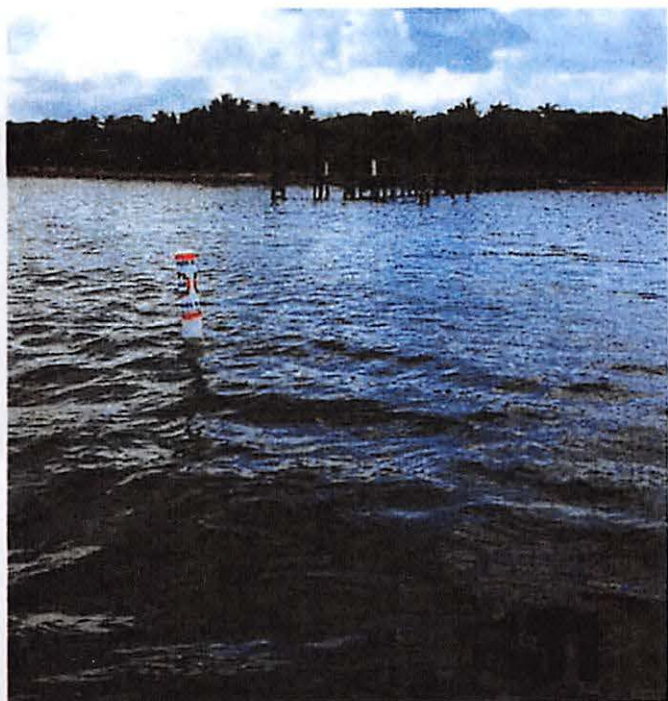
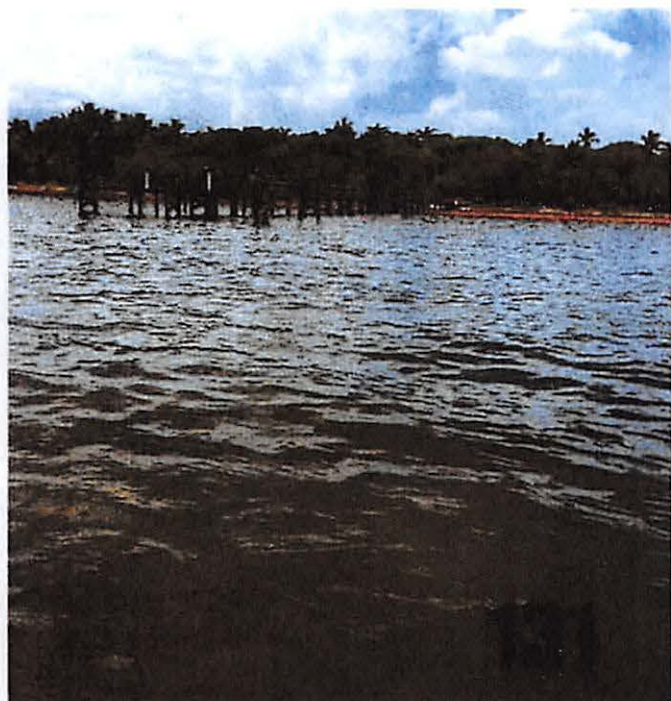
A handwritten signature in black ink, appearing to be 'Carlos Galindo', written over the printed name.

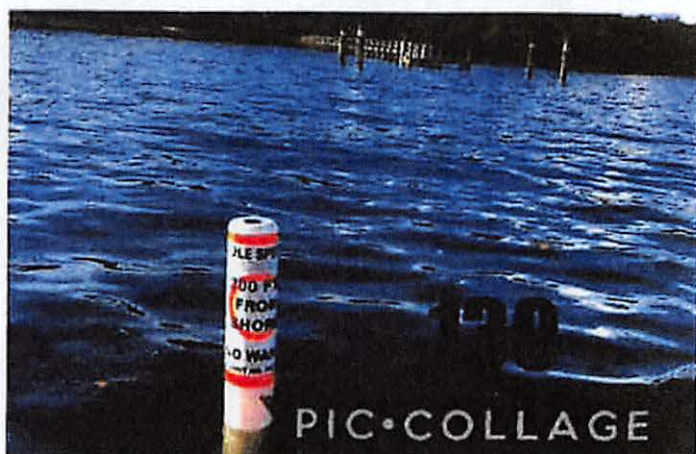
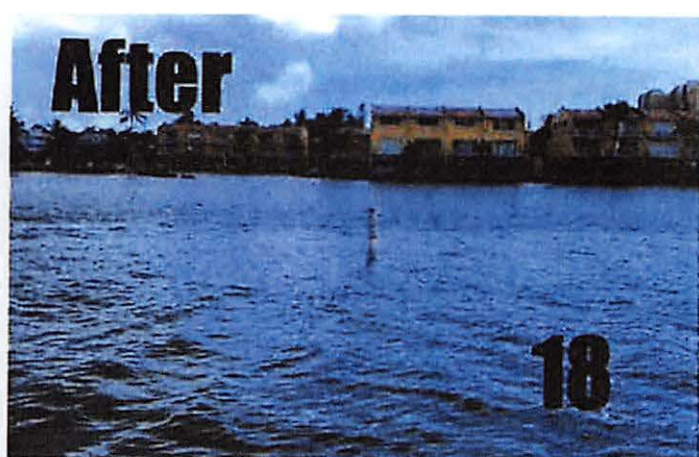
Carlos Galindo

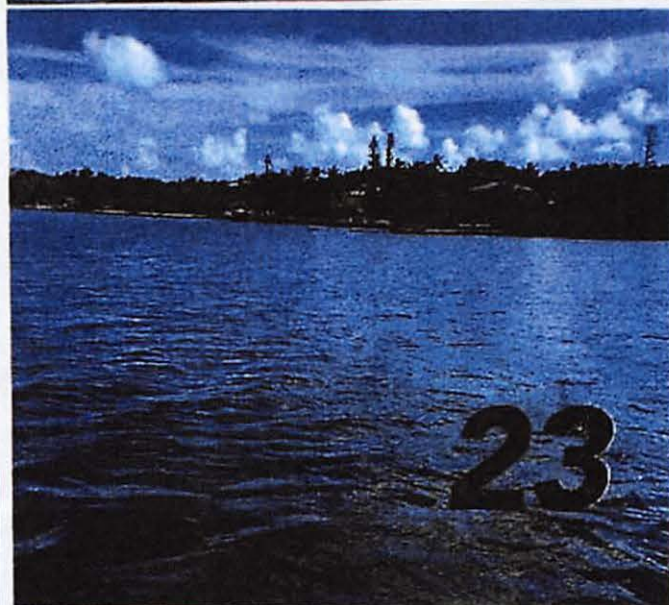
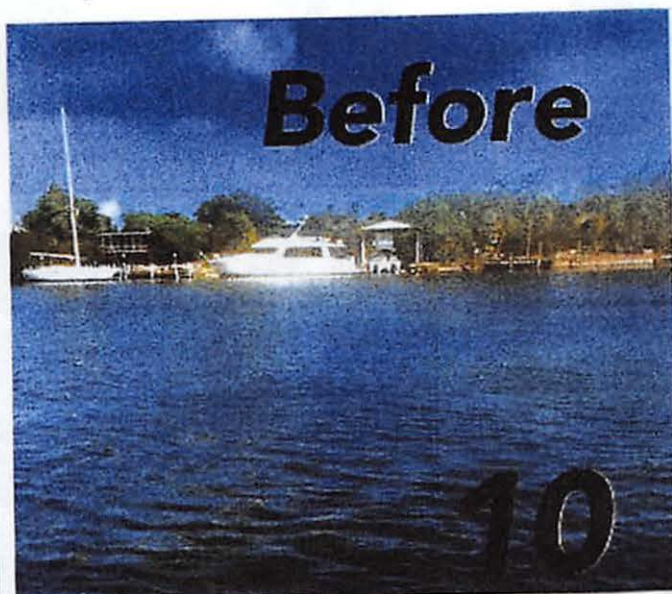
Ilene Perez

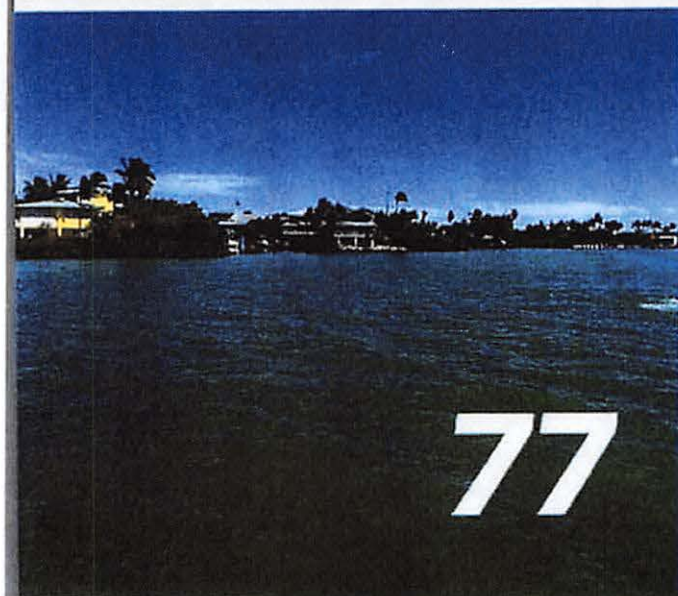
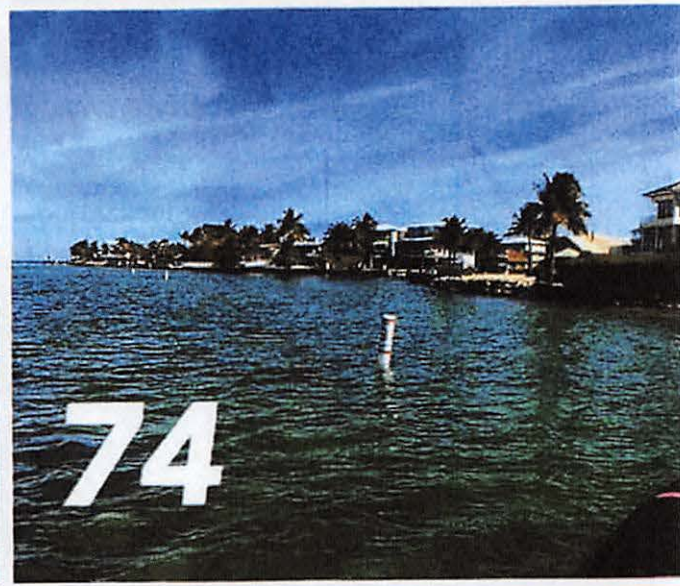
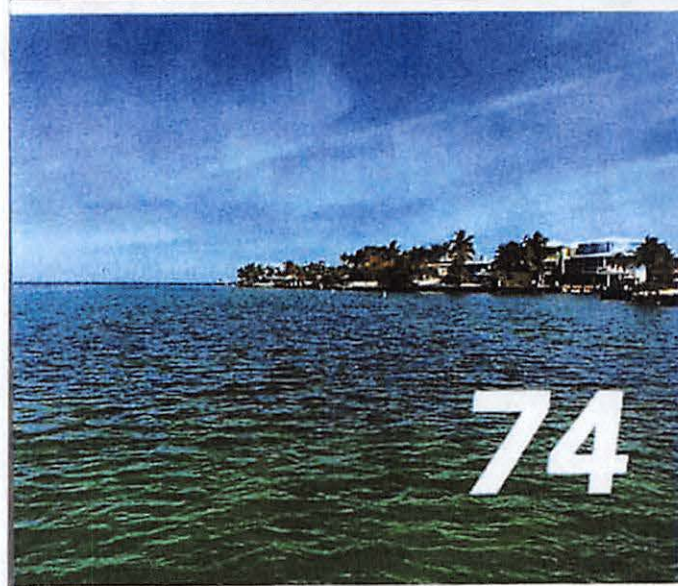


Buoy Maintenance









PhotoGrid

Before

29

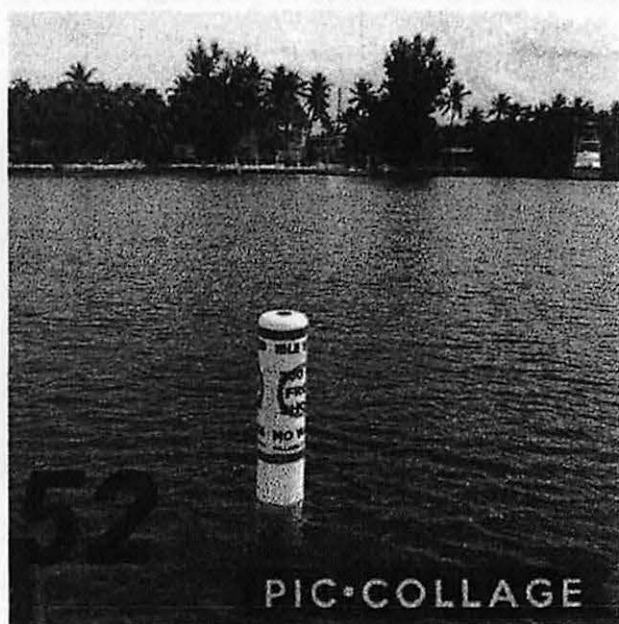
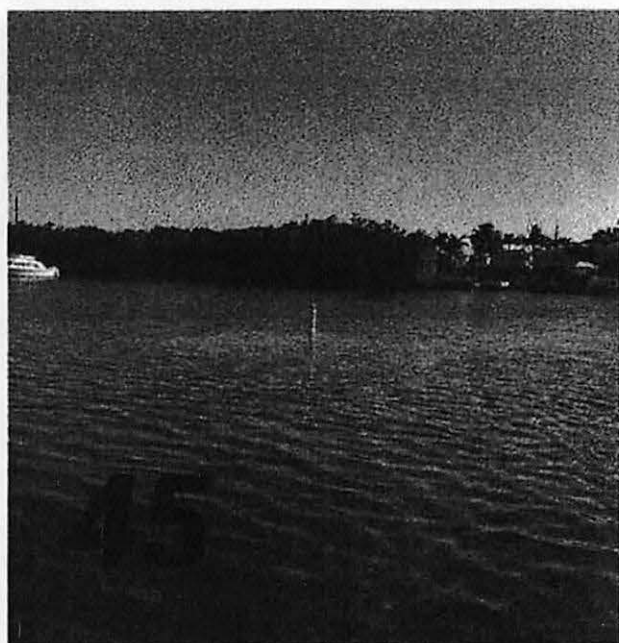
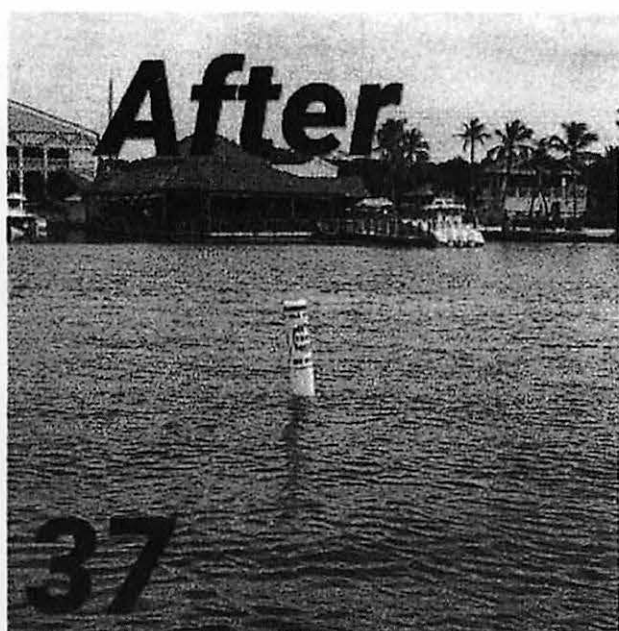
After

29

38

38

PhotoGrid




Informational stock cards distributed by
Islamorada, Village of Islands' public Plantation
Yacht Harbor.

**ISLAMORADA
VILLAGE OF ISLANDS
BUOY MAINTENANCE
PROGRAM**


**IDLE SPEED
300 FT
FROM SHORE
NO WAKE**

PERMIT NO. 213 WALLACE INDUSTRIES, INC.

**RETURN STRAY BUOYS TO
ISLAMORADA
PUBLIC WORKS DEPT.
(305)852-6933**



The Islamorada
Buoy Replacement
Program
has been funded in part
by the Florida Fish and Wildlife Conservation Commission,
Florida Boating Improvement Program



**IDLE SPEED
300 FT
FROM SHORE
NO WAKE**

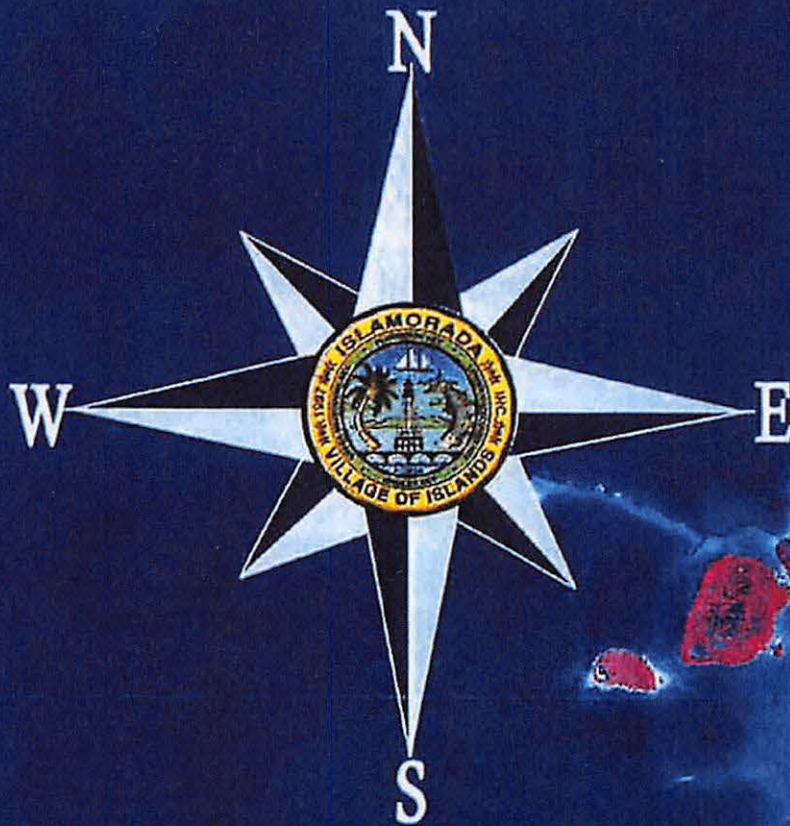
PERMIT NO. 213 WALLACE INDUSTRIES, INC.

- This zone applies to all boats and vessels including air boats and PWC/jet ski
Esta aplica a todos los botes impulsados con motor
- Idle speed means the slowest speed needed to maintain steerage and forward motion
Idle Speed - Minima velocidad no hacer olas
- Call the Islamorada Public Works Dept. at (305) 852-6933 to report stray buoys
Llamar al # (305) 852-6933 para reportar boías dañadas o perdidas

ISLAMORADA REGULATORY ZONES

Tavernier Creek to Channel Two

This chart is not meant for navigational purposes.
Please refer to the reverse side for complete details.



AERIAL INFRARED PHOTOGRAPHS DERIVED FROM
THE U.S. DEPARTMENT OF THE INTERIOR AND
THE U.S. DEPARTMENT OF AGRICULTURE

EVERGLADES NATIONAL PARK

SHELL KEY

LITTLE






LIGNUMVITAE KEY

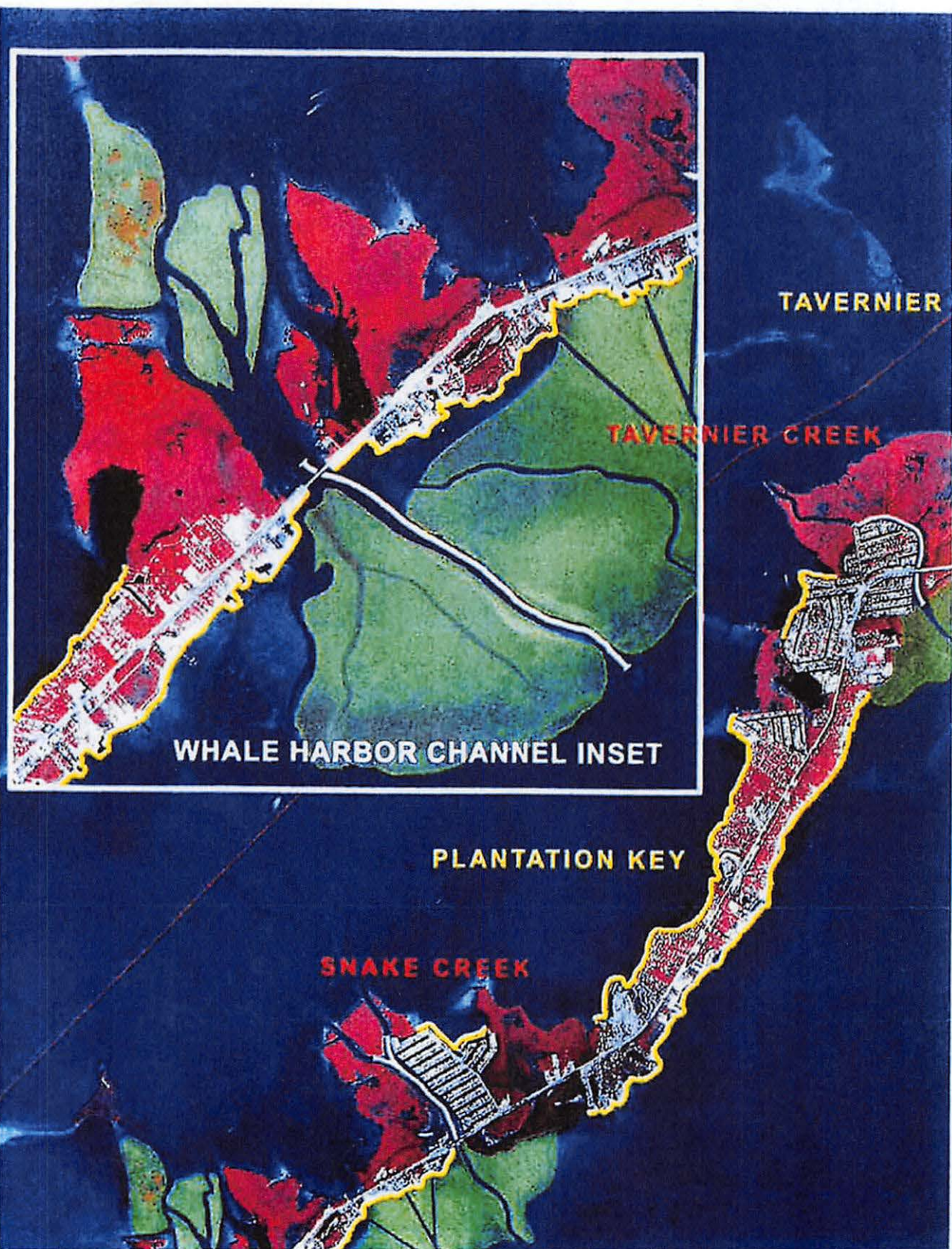
TEATABLE C

LOWER MATECUMBE

CHANNEL TWO

LEGEND

-  LAND MASS
-  NON COMBUSTIBLE MOTOR ZONES
-  NO WAKE/IDLE SPEED - 300 FEET FROM SHORELINE
-  MINIMUM WAKE - SLOW SPEED
-  EVERGLADES NATIONAL PARK BOUNDARY



WHALE HARBOR CHANNEL

UPPER MATECUMBE

LIGNUMVITAE BOTANICAL SITE INSET

SHELL KEY

LIGNUMVITAE KEY

INDIAN KEY



ON THE WATER IN ISLAMORADA



Welcome to the Village of Islamorada. The State of Florida has granted Islamorada police powers and jurisdiction into the tidal waters adjacent to its established corporate limits (from Tavernier Creek south to Channel Two Bridge). We have designed this document to help you understand and comply with local, state and federal marine regulations and to help make your time in the waters surrounding Islamorada more enjoyable and safe. The charts are not for navigational purposes, only to assist you in observing the regulations that govern our waters. Please, take care of our waters, coral, seagrass and wildlife and please respect the waters surrounding Islamorada, The Fishing Capital of the World.



Markers and Definitions: **All regulations are strictly enforced!**



All vessels must be at **IDLE SPEED/NO WAKE** while motoring in manmade canals and basins. Idle speed is the lowest speed needed to maintain steerage and headway. No wake should be produced at this speed.



Much of Tavernier Creek, Snake Creek and Whale Harbor Channel are marked as **SLOW SPEED/MINIMUM WAKE**. This means your boat must be settled in the water, not plowing, and producing little or no wake. See map on opposite side for specific locations.



motor or pole/paddle your boat with your motor trimmed up.

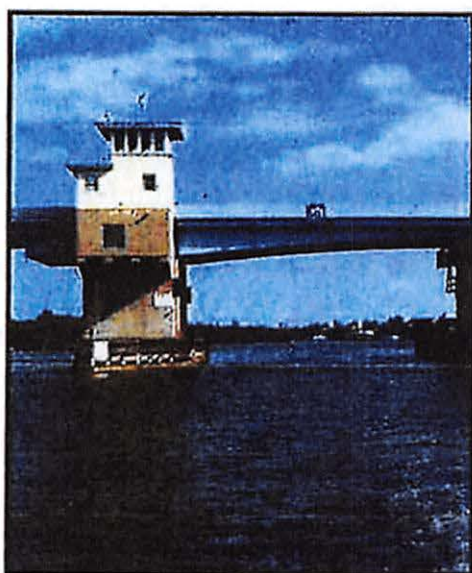
require compliance. No wake is the lowest speed needed to maintain steerage.

No Discharge Zone:

All waters within three miles of the shoreline of Islamorada and the Florida Keys are designated as No Discharge Zones. Simply put, any vessel with a toilet or holding tank, which is capable of flushing into the water, is required to have the release valve locked into position to prevent direct discharge of treated or untreated water into our waters. Please use the dockside pump-out facilities that are available to the public at the following locations:

Facility	Island	MM	Entry	Phone No.	Fee
John Pennekamp State Park	Key Largo	102.5	Bay	451-1621	\$0
Key Largo Harbor Marina	Key Largo	100	Ocean	451-0045	\$5
Blue Fin - Rock Harbor Marina	Key Largo	97.5	Ocean	852-2025	\$5
Mangrove Marina	Tavernier	91.7	Bay	852-8380	\$15
Islamorada Founder's Park	Plantation Key	87	Bay	664-2345	\$5
Treasure Harbor Marina	Plantation Key	86.5	Bay	852-2458	\$5
Snake Creek Boatworks	Plantation Key	86	Bay/Ocean	664-8718	\$0
Smuggler's Cove Marina	Windley Key	85.5	Bay/Ocean	664-5564	\$5
Holiday Isle Resorts & Marina	Windley Key	84	Ocean	664-2321	\$15
World Wide Sportsman	Islamorada	81.5	Bay	664-4615	\$0
Coral Bay Marina	Islamorada	81.2	Bay	664-3111	\$5
Hawk's Cay Resort	Duck Key	61	Bay/Ocean	743-9000	\$15

Emergency Contact Numbers for Islamorada Waters



U.S. Coast Guard Islamorada	305-664-4404
Cell	*CG
Monroe County Sheriff - Islamorada Office	305-853-7021
Fish and Wildlife Commission	888-404-3922
Cell	*FWC
Turtle & Marine Mammal Rescue	888-404-3922
Wild Bird Injury Hotline - Upper Keys	305-852-4486
Lignumvitae State Park for Groundings	305-664-2540
Life Threatening Situation - Announce	MAYDAY on
	VHF channel 1

Snake Creek Bridge

For openings contact VHF Channel 9 or call 305-664-3637. Openings are on the hour and half hour between 8:00 a.m. and 4:00 p.m. All other times are on request.

Tips on Boater Safety, Courtesy, Etiquette and Stewardship:



PVC stakes such as these designate sea grass restoration in progress to heal prop scars.

No habitat - No fish - Get it?

Healthy seagrass is key. Did you know at some life stage, 70% of the world's harvested seafood species depend upon seagrass and other estuarine habitat for survival? The seagrass that surrounds Islamorada is vital to our water quality and marine food webs. What can you do to help?

- Wear polarized sunglasses, which helps you distinguish deep water from shallow grass flats.
- Pole or row your boat through shallow water flats instead of using your motor.
- Don't pollute. Be proactive and pick up all trash seen while you are on the water.
- Don't leave your fishing line behind. Monofilament line kills fish and lower units on motors. Place all your monofilament line in a container on your boat, and then discard in a recyclable container once on shore.

Responsibility to the Environment and Other Users of the Water!

To preserve and protect the environment and not endanger others, each person must be responsible.

- Islamorada has wind and kite surfers using our near shore waters. They are under sail and have the right-of-way. Be particularly careful when your vessel is near wind/kite surfers because often the surfers have limited visibility and control which is wind dependent.
- By law, you are responsible for your own wake. Slow down when within 300 feet of stationary vessels, mangrove shorelines, and buildings, or try to avoid them entirely.
- Keep a chart on your boat; always know exactly where you are. If you are not sure about water depth, remember green and blue is good and brown is bad.
- Obtain a Florida Boater Safety Certification. Florida Fish and Wildlife offers a How to Boat Smart Certification, which also could reduce your insurance rates. Go to www.boat-ed.com/fl
- Do not feed wildlife.
- Ensure your saltwater fishing license is current. Licenses can be obtained by calling 1-888-347-4356.
- Never use your Personal Water Craft (PWC) or boat to disturb, chase or harass wildlife.
- Remember a PWC does not have a reverse nor can it be controlled without power - be careful operating your boat when near a PWC.
- When fueling, don't top off the tank.

Personal Water Craft (PWC)

The operators of personal watercraft need to be aware of several requirements. Additionally, many people consider PWC



- Personal watercraft may not be operated from 1/2 hour past sunset to 1/2 hour before sunrise. Night operation of a PWC is unlawful.
- A PWC being maneuvered by weaving in congested vessel traffic, jumping the wake of another vessel or swerving to avoid collision (as in playing chicken or spraying another person) is considered reckless operation of a vessel - (a first degree misdemeanor).
- A person must be 14 years of age to operate a PWC in Florida and 18 years of age to rent a PWC.
- Do not operate a PWC on Islamorada's shallow water grass flats to avoid sediments, seagrass and tiny marine life from being sucked into water pumps.



- Many people are on the water to enjoy a quiet and relaxing time. Vary your operating area and remember, it can be very stressful for vessel operators to have a PWC in close proximity to their vessels.

Please avoid getting within 500 feet of a boat being poled. They are typically in very shallow water and it is considered extremely rude in Islamorada to do so!

"Showtime" watercolor by Klaus Schuler

Islamorada Mini Season Dive Restrictions

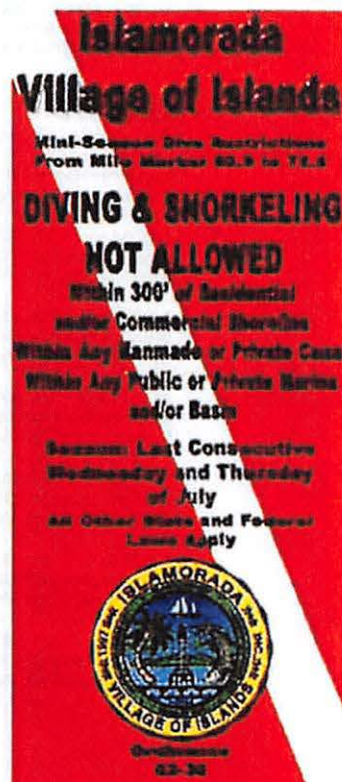
Diving and snorkeling within 300' of residential and/or commercial shoreline within any manmade or private canal; within any public or private marina and/or basin is **NOT ALLOWED** between Mile Marker 30.9 and 72.6 during lobster Mini Season.



Divers-Down Flag

Diver Safety

- A divers-down flag (20" by 24") is required to be displayed when divers or snorkelers are in the water. The flag needs to only be 12" by 12" if on a floating flag buoy. The flag should **NOT** be displayed unless divers are in the water.
- In open water, vessels must make an effort to stay 300 feet away from divers-down flags. If you are within 300 feet, you must be at **IDLE SPEED**.
- Do not dive without a flag. You may think it is safe to snorkel near the shoreline without a flag, but it is very dangerous.



PERMIT

9/4/2009

Florida Fish & Wildlife Conservation Commission

Florida Uniform Waterway Marker Project Data Verification
Office of Boating Safety & Waterway Management

FWCC File No.: 04-018 Project Name: 04-018 VILLAGE OF ISLAMORADA Date Submitted: 1/1/2004

Waterway(s): ATLANTIC OCEAN
GULF OF MEXICO

Status: APPROVED Date Approved: 12/17/2009

Intercoastal Waterway: N

Class: BOATING SAFETY

Applicant: VILLAGE OF ISLAMORADA

Contact:

Markers Verified: No

ZULLY HEMEYER
ISLAMORADA, VILLAGE OF ISLANDS
POST OFFICE BOX 568
ISLAMORADA, FL 33036-
E-mail Address: zully.hemeyer@islamorada.fl.us
Phone: (305)664-6427 Ext:
Fax: (305)853-5357
Suncom:

Person Responsible For Maintenance: UNKNOWN

BERNIE LAPIRA
VILLAGE MANAGER
87000 OVERSEAS HIGHWAY
POST OFFICE BOX 33036
ISLAMORADA, FL 33036-

E-mail Address: bernie.lapira@islamorada.fl.us
Phone: (305)664-2345 Ext:
Fax: (305)853-5357
Suncom:

County(s): MONROE

Local Governmental Action Establishing Boating Restricted Area: Ordinance #: 03-10 Date: Rule #: Date:

Other Agency Permits/Approvals:

Florida Fish & Wildlife Conservation Commission: Y

United States Coast Guard (USCG): Y

Army Corps of Engineers (USCOE): Y

FI Dept of Environmental Protection (DEP): Y

Markers

Seq/Id/Ver	Latitude	Longitude	Site	Location	Mount	Code	Direction	Symbol	Waterway
1/17040	25 00.22836N	080 32.41002W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
2/17041	25 00.26670N	080 32.52330W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
3/17042	25 00.25332N	080 32.62332W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
4/17043	25 00.15168N	080 32.65500W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
5/17044	25 00.04568N	080 32.68332W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
6/17045	24 59.94828N	080 32.71332W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									
7/17046	24 59.44998N	080 33.17160W	OCEAN/GULF	Water	BUOY				ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE									
Additional Sign Verbiage: 100' FROM SHORE									

8/17047	24 59.35998N 080 33.19830W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
9/17048	24 59.30502N 080 33.15828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
10/17049	24 59.23662N 080 33.10652W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
11/17050	24 59.17002N 080 33.14160W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
12/17051	24 59.07828N 080 33.18660W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
13/17052	24 58.98162N 080 33.23160W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
14/17053	24 58 91658N 080 33.28002W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
15/17054	24 58.83162N 080 33.37002W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
16/17055	24 58.73502N 080 33.47328W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
17/17056	24 58.62330N 080 33.44658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
18/17057	24 58.51500N 080 33.43830W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
19/17058	24 58.42332N 080 33.47658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
20/17059	24 58.33998N 080 33.52830W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
21/17060	24 58.29000N 080 33.62658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
22/17061	24 58.25502N 080 33.72660W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
23/17062	24 58.26330N 080 33.84000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
24/17063	24 58.17162N 080 33.92658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
25/17064	24 58.08330N 080 33.98658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN

Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
26/17065	24 58.01658N 080 34.08660W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
27/17066	24 57.96498N 080 34.21500W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
28/17067	24 57.83832N 080 34.26330W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
29/17068	24 57.78330N 080 34.34328W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
30/17069	24 57.79158N 080 35.14158W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
31/17070	24 57.76002N 080 35.18502W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
32/17071	24 57.72000N 080 35.23002W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
33/17072	24 57.75498N 080 35.26158W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
34/17073	24 57.78828N 080 35.29158W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
35/17074	24 56.08830N 080 37.31328W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
36/17087	24 56.01828N 080 37.36332W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
37/17088	24 55.94658N 080 37.43160W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
38/17089	24 55.87998N 080 37.48332W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
39/17090	24 55.81332N 080 37.54998W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
40/17091	24 55.75002N 080 37.62660W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
41/17092	24 55.68660N 080 37.68162W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE Additional Sign Verbiage: 100' FROM SHORE			
42/17093	24 55.61328N 080 37.73832W OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE			

Additional Sign Verbiage: 100' FROM SHORE

43/17094	24 55.54158N 080 37.80498W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
44/17095	24 55.54002N 080 37.89498W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
45/17096	24 55.48662N 080 37.97160W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
46/17097	24 55.36662N 080 38.07828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
47/17098	24 55.29162N 080 38.07828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
48/17099	24 55.24830N 080 38.15160W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
49/17100	24 54.04332N 080 38.37000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
50/17101	24 54.96828N 080 38.46162W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
51/17102	24 54.87330N 080 38.57658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
52/17103	24 54.82830N 080 38.70330W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
53/17104	24 52.44498N 080 42.31002W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
54/17105	24 52.35000N 080 42.33330W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
55/17106	24 52.29660N 080 42.42828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
56/17107	24 52.26498N 080 42.52998W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
57/17108	24 52.24332N 080 42.64998W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
58/17109	24 52.14000N 080 42.70158W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
59/17110	24 52.07658N 080 42.78000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				

60/17111	24 52.01502N 080 42.87000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
61/17112	24 51 97332N 080 42.97002W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
62/17113	24 51.90498N 080 43.06158W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
63/17114	24 51 81660N 080 43.10160W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
64/17115	24 51 77502N 080 43.20330W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
65/17116	24 51.87658N 080 43.31502W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
66/17117	24 51.98160N 080 43 45160W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
67/17118	24 52 04832N 080 43.58332W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
68/17119	24 52.01658N 080 43 70150W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
69/17120	24 51 98160N 080 43.81830W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
70/17121	24 51 93929N 080 43 94230W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
71/17122	24 51.88662N 080 44 03150W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
72/17123	24 51.81162N 080 44.10498W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
73/17124	24 51.72330N 080 44.16162W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
74/17125	24 51.66000N 080 44.22330W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
75/17126	24 51.49500N 080 44.37498W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
76/17127	24 51.43500N 080 44.43000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				

77/17128	24 51.36928N 080 44.44682W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
78/17129	24 51.30330N 080 44.46498W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
79/17130	24 51.22830N 080 44.48328W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
80/17131	24 51.19500N 080 44 50002W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
81/17132	24 51.13500N 080 44.49660W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
82/17133	24 51.08502N 080 44.47002W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
83/17134	24 51.03828N 080 44 43000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
84/17135	24 51.03828N 080 44.43000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
85/17136	24 51.81000N 080 42.59832W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
86/17137	24 51.90498N 080 42.48660W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
87/17138	24 51.97662N 080 42.34158W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
88/17139	24 52.06500N 080 42.15330W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
89/17140	24 52.16160N 080 42.04300W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
90/17141	24 54.65832N 080 38.19828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
91/17142	24 54.73332N 080 38.09502W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
92/17143	24 54.81828N 080 37.98828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
93/17144	24 55.23498N 080 37.62660W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
94/17145	24 55 23498N 080 37.56162W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN

Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

95/17146	24 55.32660N 080 37.46658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
96/17147	24 55.42500N 080 37.33998W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
97/17148	24 55 51998N 080 37.22658W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
98/17149	24 55 62000N 080 37.12500W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
99/17150	24 55.70328N 080 37.04832W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
100/17151	24 55 80660N 080 36.97332W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
101/17152	24 57.90330N 080 34 15158W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
102/17153	24 57.19662N 080 34.03998W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
103/17154	24 57 27828N 080 33.92502W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
104/17155	24 57.33828N 080 33.87330W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
105/17156	24 57.46002N 080 33.81000W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
106/17157	24 57.58500N 080 33.71832W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
107/17158	24 57.68328N 080 33.64500W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
108/17159	24 57.80832N 080 33.54660W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
109/17160	24 57.88332N 080 33.42828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
110/17161	24 58 95660N 080 33.30828W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				
Additional Sign Verbiage: 100' FROM SHORE				
111/17162	24 58.04832N 080 33.18660W	OCEAN/GULF Water	BUOY	ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE				

Additional Sign Verbiage: 100' FROM SHORE

112/17163 24 58.17330N 080 33.04662W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

113/17164 24 58.26000N 080 32.98500W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

114/17165 24 58.38828N 080 32.94660W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

115/17166 24 58.48662N 080 32.87832W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

116/17167 24 58.59498N 080 32.80332W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

117/17168 24 58.71330N 080 32.67000W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

118/17169 24 58.88832N 080 32.54502W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

119/17170 24 58.99002N 080 32.45328W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

120/17171 24 59.11332N 080 32.37498W OCEAN/GULF Water BUOY ATLANTIC OCEAN
Sign Verbiage: IDLE SPEED NO WAKE
Additional Sign Verbiage: 100' FROM SHORE

Map This Project

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this ____ day of _____, 2020, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the "COUNTY" or "BOCC") and Islamorada, Village of Islands, a municipal corporation organized and existing under the laws of the State of Florida (the "CITY" or the "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY routinely uses State Boating Improvement Funds (BIF) for recreational boating related projects within the various municipalities; and

WHEREAS, the CITY has requested that the COUNTY provide reimbursement funding in the amount of \$10,000 from BIF for costs to be incurred during FY'21 for regulatory buoy maintenance; and

WHEREAS, the above expenditures are qualified expenditures from the State BIF; and

WHEREAS, at the May 20, 2020, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the CITY and to provide funding in the amount of \$10,000;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the CITY as follows:

Section 1. Payment. The COUNTY agrees to reimburse the CITY for costs incurred in FY'21 as follows:

- 1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 1.2 Payment in an amount not to exceed \$10,000 for regulatory buoy maintenance.
- 1.3 To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office by September 1, 2021. The invoices must describe the services performed, together with proof that payment has been made to the CITY'S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.
- 1.4 By submitting a request for payment the CITY represents that it has complied with all of its purchasing requirements.
- 1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this 15th day of July, 2020, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the "COUNTY" or "BOCC") and Islamorada, Village of Islands, a municipal corporation organized and existing under the laws of the State of Florida (the "CITY" or the "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY routinely uses State Boating Improvement Funds (BIF) for recreational boating related projects within the various municipalities; and

WHEREAS, the CITY has requested that the COUNTY provide reimbursement funding in the amount of \$10,000 from BIF for costs to be incurred during FY'21 for regulatory buoy maintenance; and

WHEREAS, the above expenditures are qualified expenditures from the State BIF; and

WHEREAS, at the July 15, 2020, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the CITY and to provide funding in the amount of \$10,000;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the CITY as follows:

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- 1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 1.2 Payment in an amount not to exceed \$10,000 for regulatory buoy maintenance.
- 1.3 To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office by September 1, 2021. The invoices must describe the services performed, together with proof that payment has been made to the CITY'S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.
- 1.4 By submitting a request for payment the CITY represents that it has complied with all of its purchasing requirements.
- 1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

Section 2. Term.

- 2.1 This Agreement shall become effective upon execution by both parties.
- 2.2 If such Notice of Termination as specified in Section 3 is given, this Agreement shall terminate within five (5) days thereof.

Section 3. Termination and Default.

- 3.1 In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.
- 3.2 Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (Default Notice) shall state in reasonable detail the actions the defaulting party must take to cure the same.
- 3.3 The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.
- 3.4 Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.
- 3.5 In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.
- 3.6 If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

Section 4. Indemnification.

- 4.1 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of the COUNTY'S potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at

both the trial and appellate levels) arising from the acts or omissions of the CITY or any third party vendor contracted by the CITY in connection with this Agreement.

Section 5. Notices.

- 5.1 All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Monroe County: Roman Gastesi, Jr.
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Robert B. Shillinger, Esq.
Monroe County Attorney's Office
1111 12th Street, Suite 408
P.O. Box 1026
Key West, Florida 33041-1026

If to City: Seth Lawless
Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

With a copy to: Roget V. Bryan, Esq.
Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 6. Regulatory Powers.

- 6.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.

- 6.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

Section 7. Attorneys Fees and Waiver of Jury Trial.

- 7.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 7.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 8. Governing Law.

- 8.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation or mediation arising out of this Agreement shall be in the 16th Judicial Circuit in and for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 9. Access to Records and Audits.

- 9.1 The CITY shall comply with all public records and records retention requirements mandated by Section 24, Article I, of the Florida Constitution, and Chapter 119, Florida Statutes, and shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. CITY shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of CITY to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. CITY understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. COUNTY shall bill CITY for the amount of the audit exception and CITY shall promptly repay any audit exception. However, COUNTY warrants and represents that it has full authority to fund the Project under the terms and conditions specified herein. The COUNTY and CITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its

possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CITY.

- 9.2 The COUNTY may cancel this Agreement for refusal by the CITY, or the CITY's subcontractor, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 9.3 The term "public records" and "records" shall be the same as such term has been defined in Chapter 119, Florida Statutes, including but not limited to any documents, books, data (electronic or hard copy), papers and financial records that result from the CITY or its subcontractors performance of the Services provided in this Agreement.
- 9.4 If the inspection or audit discloses that COUNTY funds paid to the CITY under this Agreement were used for a purpose not authorized by this Agreement, then the CITY must refund the funds improperly spent with interest calculated pursuant to Section 55.03, Florida Statutes, with interest running from the date the COUNTY paid the improperly spent funds to the CITY. This paragraph will survive the termination of this Agreement.
- 9.5 The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters, or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with and in connection with this Agreement and related to Agreement performance. The COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this Agreement and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.
- 9.6 The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the CONTRACTOR is required to:
 - (1) Keep and maintain public records that would be required by the COUNTY to perform the service.
 - (2) Upon receipt from the COUNTY's custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.
- (4) Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of records, in a format that is compatible with the information technology systems of the COUNTY.
- (5) A request to inspect or copy public records relating to a COUNTY Agreement must be made directly to the COUNTY, but if the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the COUNTY's request for records, the COUNTY shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the COUNTY's option and right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the COUNTY or pursuant to a valid public records request within a reasonable time may be subject to penalties under Chapter 119, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

Section 10. Non-Assignability

- 10.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

Section 11. No Third-Party Beneficiaries.

- 11.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CITY and the COUNTY agree that neither the CITY nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 12. Non-Waiver of Immunity.

- 12.1 Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the CITY and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CITY or COUNTY be required to contain any provision for waiver.

Section 13. Privileges and Immunities.

- 13.1 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 14. Independent Contractor.

- 14.1 The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 15. Severability.

- 15.1 If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CITY agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 16. Survival of Provisions.

- 16.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 17. Waiver.

- 17.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 18. Funding.

- 18.1 The parties agree that the COUNTY's responsibility under this Agreement is to provide funding only.

Section 19. Authority.

- 19.1 Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 20. Section Headings.

- 20.1 Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 21. Execution in Counterparts.

- 21.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart..

Section 22. Entire Agreement/Modification/Amendment.

- 22.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 22.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as the parties' preceding duly-executed Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.



BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: [Signature]
Heather Carruthers, Mayor

ATTEST: Kevin Madok, Clerk

BY: [Signature]
Deputy Clerk

MONROE COUNTY ATTORNEY
RECEIVED AS TO FORM
Date: 9/18/2020

ED FOR RECORD

2020 SEP -3 AM 9:53

CLERK OF COURT
MONROE COUNTY, FLORIDA

ISLAMORADA VILLAGE OF ISLANDS,
FLORIDA

Mayor
Date: 6/19/2020

(SEAL)

ATTEST: Kelly Toth, Village Clerk

BY: [Signature]
Clerk

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA
ONLY:

BY: [Signature]
Roger V. Bryan