

NAVAL AIR STATION, KEY WEST INSTRUCTION 1710.6

- Subj: OPERATION, MANAGEMENT AND POLICIES OF THE NAVAL AIR STATION, KEY WEST CAMPGROUNDS, RECREATIONAL VEHICLE PARK, STORAGE LOTS AND MARINAS
- Ref: (a) CNICINST 1710.3
 (b) OPNAVINST 1700.7E
 (c) OPNAVINST 1710.11
 (d) John S. McCain National Defense Authorization Act, 2019
 (e) NASKWINST 5530.6 (series)
 (f) 10 U.S.C. § 2575
 (g) NASKWINST 5530.5E

1. <u>Purpose</u>. To establish the operating procedures, designation of management, delegation of authority and declare the Command's policy, for all Morale, Welfare and Recreation (MWR) Campgrounds, Recreational Vehicle (RV) Parks, Storage Lots and Marinas onboard Naval Air Station (NAS), Key West.

2. Background

a. The primary mission of NAS Key West is to provide a training facility for active duty military. Due to the geographical location of Key West, multi-service field exercises can be conducted in the air, on land, on and under water – adding to the lethality of our armed forces across each of the branches.

b. Navy policy is to provide operational and support activities with essential MWR mission support services, as well as provide programs that effectively contribute to the morale, well-being, and quality of life of Navy active duty personnel, their family members, and all other authorized patrons. References (a) through (c) establish responsibility for policy, overall coordination, and execution of Navy MWR programs for installation activities.

c. Due to location, climate and annual weather patterns, the Key West community is a vacation destination, which provides Active Duty service members, their dependents, eligible veterans and retirees an enjoyable vacation site. Many of the MWR facilities on NAS Key West are utilized by out-of-county/out-of-state eligible patrons. To that end, the MWR facilities and programs in Key West are some of the busiest and most robust across the Navy's installation enterprise.

d. In accordance with reference (d), the pool of eligible patrons of MWR programs has expanded to include Purple Heart recipients, Prisoners of War (POW), Veterans with a service connected disability (VWSCD), and their caretakers. This expansion, which began on 1 January 2020, placed Key West as the third largest increase (by percentage) of eligible patrons in the enterprise.

e. Hurricanes and adverse weather events pose a unique and present danger to the Key West community. Recent hurricanes have devastated the lower Florida Keys. Loss of life and property damage were properly mitigated due to forward leaning evacuation orders and hurricane preparedness measures. In conjunction with City and County Governments, recreation areas such as RV Parks and Campgrounds are evacuated ahead of time to ensure low impact to the only two-lane highway, servicing the 128 miles and 42 bridges to Florida's mainland.

f. Given the competing interests in the operation of MWR facilities, limited resources, land usage, and the expansion of use by eligible patrons, significant changes in the Standard Operating Procedures (SOP), reservation systems, and management/authority is necessary to ensure a healthy and inclusive MWR program.

3. General Policies

a. This instruction expands and amplifies the directives contained in references (a) through (c), based on the expressed position of the NAS Key West Installation Commanding Officer (ICO).

b. Active Duty Military and their dependents¹, stationed in Monroe County, Florida, are the highest priority for all MWR facilities and activities. A tiered system or prioritization outlined below reflects the installation's policy in resolving conflicts and promoting support.

(1) Tier 1: Active Duty Military or Dependents, stationed in Monroe County, FL

(2) Tier 2: Active Duty Military or Dependents, stationed outside Monroe County, FL

(3) Tier 3: Retirees or 100% Disabled Veterans, residing² in Monroe County, FL

(4) Tier 4: Purple Heart, POW or VWSCD residing in Monroe County, FL

¹ Active Duty Military and their dependents, includes all Department of Defense service members and their legal dependents, U.S. Coast Guard service members and their legal dependents.

² For the purposes of this instruction, "residing in," or being a "resident of," is defined as being physically present in Monroe County, FL for six or more months out of one calendar year. Proof of Monroe County residency may be required by the MWR Director or staff. Individuals may satisfy the inquiry with a valid Florida Driver's License or Identification Card, property lease agreement or deed, or any valid, legal documents which establish residency/domicile (such as those in conformity with Fl. Stat. § 222.17)

(5) Tier 5: Retirees or 100% Disabled Veterans, residing outside Monroe County, FL

(6) Tier 6: Purple Heart, POW or VWSCD residing outside Monroe County, FL

(7) Tier 7: DoD Eligible Patrons, or Contractors working onboard NAS Key West

(8) Tier 8: All other qualified patrons, or those granted special permission by the ICO

c. The MWR Director is responsible for all MWR program oversight and shall report directly to the ICO. Authority to modify and grant exemptions/exceptions to the policies in this instruction, shall remain with the ICO, unless expressly delegated otherwise in this instruction. All other operational and management authority/decisions, not contained in this instruction, shall be delegated to the MWR Director, in consultation with the ICO. Such delegation includes termination of leases/rental agreements, pricing, and daily operating activities.

d. Individual problems, concerns and suggestions should be presented to the lowest level possible to address the issue. Matters shall be elevated using the appropriate chain of command within the MWR structure. No issue shall be addressed by the ICO without ensuring all relevant management personnel in the Chain of Command were presented with the problem or concerns, and were unable to resolve the matter at his or her level.

e. Changes reflected in this instruction are necessary for the stability and continued operation of MWR facilities.

f. In "Peak Season" (October to March), there is little-to-no availability at the RV Park due to the significant number of eligible patrons and the length of each patron's reservation. To ensure equitable use of the RV Park and promote more opportunity for eligible patrons, it is the intent of this instruction to limit the initial length of a patron/family's stay to no more than 90 days, with possible extensions based on availability in accordance with the procedures established in this instruction.

4. <u>RV Park and Campground Rules and Regulations</u>

a. Reservations. Reservations for RV Park and Campground sites shall be subject to the following:

(1) Each authorized patron may make one reservation for one site to accommodate one RV/trailer/camper/tent, for a period of 90 days. A reservation shall account for the patron's family and/or RV; double reservations from the same family unit, or for the same RV's license plate/vehicle identification number (VIN), is not permitted.

(2) Extending the reservation past the 90-day period must be approved by the MWR Director and must include a valid reason why this extension should be granted. Extensions, subject to site availability, shall be permitted for up to thirty days, with only one extension

3

granted at a time. The applicant must be physically present in Key West to extend the reservation, and the extension must be continuous with the current reservation.

(3) Reservations may be made six months in advance for all eligible patrons in Tiers 3-8, and twelve months in advance for Tiers 1 and 2.

(4) No individual person, family unit, or individual RV shall be permitted to remain in the RV Park and Campground for more than 90 days, and subsequently, must vacate all NAS Key West RV Parks for a period of 60 days unless an extension is approved or sites are readily available.

(a) No permanent residents shall be permitted in the RV Park or Campground. An individual may not register his or her permanent address using the RV Park or Campground on any legal documents, including state licenses, and military personnel or dependency records.

(b) Any Active Duty personnel who currently defines their permanent home of record as the NAS Key West RV Park or Campground as of the date of this instruction, may petition, in writing, to the ICO for approval of an exemption to this policy until the member's projected rotation date. Application for this exemption shall be submitted through the MWR Director, and the NAS Key West Staff Judge Advocate (SJA). Copies of orders and current reservations, along with endorsement by the member's chain of command, must be submitted no later than ninety days following the signing of this instruction. Notification approving or denying the exemption to reside and make long-term reservations shall be forwarded in writing to the member and the MWR Director for execution.

(c) Any Civilian Employee who maintains employment onboard NAS Key West who currently defines their permanent home as the NAS Key West RV Park or Campground as of the date of this instruction may remain until the end of his or her current reservation.

(d) Existing reservations on the date this instruction is signed, shall be honored as booked. All reservations made thereafter are subject to the policies and proscriptions herein.

(5) MWR shall screen each reservation for compliance with this instruction.

(6) Reservations shall be made for either available dry or full hook-up sites at the time of placing the reservation. Such designations will be made on a first-come, first-serve basis.

(7) Reservations may not be substituted or changed for patrons, absent a family relationship with the primary and substitute patron. Subleasing, straw-manning, or amending reservations to circumvent these proscriptions, or for commercial purposes, shall not be permitted.

4 .

b. Rotations. MWR shall not rotate individuals during their reservations. Movement from one spot to another shall be made at the conclusion of the current reservation (and shall not include any extension, unless space is available and is approved by the MWR Director).

c. Hosts. MWR is permitted to maintain a RV Park and/or Campground "Host" program. In accordance with reference (a), Hosts designated by the MWR Director are exempt from limits and fees discussed herein. However, a Host may only serve as a Host for six-months out of each calendar year. Hosts shall comply with directives of MWR and shall comply with the volunteer requirements contained in reference (a).

d. Pricing. Pricing may be differentiated based on the Tier structure and type of site (i.e., dry or full hook up), at the discretion of the MWR Director. All other pricing decisions are delegated to the MWR Director.

e. Compliance. All patrons utilizing RV's/Trailers/Campers shall provide proof of ownership/rental agreement at the time of check-in, including any registration or licensing requirements. All vehicles, trailers or RVs must comply with NAS Key West instructions on vehicle registration/insurance and State of Florida requirements for the entire duration of the present reservation.

f. Upkeep. MWR shall provide basic upkeep of the common usage areas and sustained aesthetic upkeep, including grass and plant trimming. Each patron is responsible for his or her own areas in and around their site, and ensuring that the site is free from clutter or removal of prohibited items outside the RV/tent.

(1) MWR shall maintain and promulgate policies regarding the appropriate upkeep and care of RV Park and Campground sites. These policies shall regulate the individual property kept outside the RV or tent, with a focus on safety and esthetics. Prohibited items shall include, but are not limited to, large potted plants, political/partisan materials, and/or hazardous materials (such as paints or chemicals). The MWR Director shall set and reinforce the standards, utilizing the NAS Key West Safety Department for resources or advisement.

(2) Each patron shall be provided the upkeep policies, and sign acknowledgement therefore, at the point of check-in.

(3) Inspections:

(a) MWR shall conduct inspections of the RV Park and Campgrounds on a regular basis, providing citations for each violation observed. One citation per inspection, listing each violation shall be provided. Upon the third citation (regardless of whether there are three violations on the same condition, or three separate violations for unrelated conditions), MWR shall terminate the agreement and the non-compliant patron will be required to vacate the reserved site. Pro-rated refunds may be provided upon approval by the MWR Director.

5

(b) The ICO shall be notified of any terminations or removals.

(c) Complaints and appeals shall be forwarded to the NAS Key West SJA for resolution.

g. Firearms and weapons, as defined by reference (e), are strictly prohibited in the RV Park and Campgrounds.

h. The MWR RV Park and Campgrounds operation shall be monitored and reviewed semi-annually by the MWR Director for compliance with this instruction and to recommend updates as appropriate to the ICO. Each patron shall be provided a copy of the MWR handbook, and sign acknowledgement of, at the point of check-in.

i. Adverse Weather Conditions. The Key West community is faced with fast moving and quickly developing adverse weather conditions, such as hurricanes, tornados, and flooding. Individuals staying in the RV Park are responsible to shelter in place, and/or comply with local, county, and/or base instructions during all adverse weather conditions/events. It is the responsibility of each person to stay abreast of developing conditions.

(1) In the event of an adverse weather condition, RV Park guests must remove any non-permanent fixture on or near their RV, either securing the items to the ground or taking items inside. During high wind conditions, even small items can become dangerous and deadly projectiles.

(2) Each individual should make him or herself aware of the local civilian resources, such as a secondary shelter location and evacuation routes and procedures, in the event of an adverse weather condition/event.

5. Storage Unit Rules and Regulations

a. Affordable storage options are vital to the residents onboard NAS Key West, as well as the eligible patrons of MWR.

(1) All storage sites shall be priced at the same price, competitive with the local market value and approved by the ICO.

(2) Storage sites shall be allocated and reserved using the Tiered system above.

(3) Storage locations are designed and designated by the MWR Director, and approved by the ICO.

(4) Reservations for storage sites onboard NAS Key West Sigsbee Park Annex or Trumbo Point Annex shall coincide with residency onboard NAS Key West or a reservation at

the MWR RV Park or Campground. Any request for reservation for individuals who do not reside on base or have a reservation with MWR's lodging facilities, may be provided a storage site onboard Boca Chica Annex when space is available.

(5) A maximum of two reservations for storage sites per family at one time, will be permitted.

(6) Reservations may not be substituted or changed for patrons, absent a family relationship with the primary and substitute patron. Subleasing, straw-manning, or amending reservations to circumvent these proscriptions or for commercial purposes shall not be permitted.

b. Storage spaces must be reasonably utilized for at least one-half of the time of the reservation term. Empty or unused storage spaces shall be taken back by MWR for re-assignment. Pro-rated refunds may be made at the discretion of the MWR Director.

c. Compliance. All patrons utilizing storage spaces must provide proof of ownership/rental agreement at the time of check-in, including any registration or licensing requirements. All vehicles, trailers or RVs must comply with NAS Key West instructions on vehicle registration/insurance and State of Florida requirements for the entire duration of the storage reservation.

(1) Proof of legal authority over the property shall be sufficient to store an item. Legal authority may include, but is not limited to, items under review in probate proceedings, property subject to a power of attorney, or property held for the benefit of a service member deployed on emergency orders.

(2) Non-compliance may result in the voiding of the storage agreement and an order to remove such property from NAS Key West.

d. Pricing. All pricing decisions are delegated to the MWR Director, including late fees and pro-rated refunds.

e. Abandoned Property. Property kept in a storage site, which is more than sixty (60) days in arrears, shall be deemed abandoned.

(1) MWR shall contact the property owner, providing a copy of the storage agreement and the most current over-due invoice. Contact shall be made using all reasonable means, including telephone, email and/or certified, return receipt requested mail.

(2) If, after exhausting all reasonable efforts, the owner has not corrected the overdue balance, or made arrangements to remove the property, MWR shall remove the property in accordance with reference (f).

(3) All costs associated with removal will be forwarded to the owner for resolution.

f. In the event of an emergency or preparation for an adverse weather condition, property owners shall be available to remove property upon the order of the ICO. If property owners are not physically in the local area, they must have a designated representative in the local area that can remove their property as directed by the ICO. Property which is not removed or relocated, may be submitted to involuntary movement by NAS Key West or MWR.

g. Only one piece of large property, defined as a vessel, car, trailer or RV, can be stored in a site at any one time.

h. No storage agreement shall exceed twelve months in length.

i. Owners must conduct regular checks of their property to ensure their property is maintained in accordance with the storage agreement. Assigned sites must be kept free of trash, debris or other personal items not contained in the storage agreement. All trash must be disposed of in the receptacles provided elsewhere on NAS Key West. Any trash, debris or personal items not registered may be disposed of by the MWR staff with no liability or responsibility to return those items. Owners will be charged for the cost to clean their site if they fail to properly maintain it.

(1) It is prohibited to discharge any material (hazardous waste) that violates applicable state and federal laws/regulations. Discharge of holding tank water, fluids containing oily waste, or any material that is harmful to the marine or land environment, is strictly prohibited.

(2) All waste oil and hazardous materials must be disposed of in compliance with state and federal laws. Such waste shall not be placed in or beside any dumpster located on U.S. Navy property. If available, the Auto Skills Center and/or Recycling Center may accept disposal of oil, gas, anti-freeze, lubricating fluid, batteries, etc.

(3) Cleaners used on the exterior of property in the storage lot must be phosphate free and biodegradable. The use of cleaners containing ammonia, sodium hypochlorite, and chlorinated solvents are prohibited. Petroleum distillates and lye are also prohibited.

(4) Engine washing is prohibited.

(5) Vehicles must remain in roadworthy conditions at all times. Proof of roadworthiness may be required by the MWR Director or designated representative.

(6) No items other than the tires of the property, tire chocks, the tongue of a trailer, or the block for the tongue of a trailer can touch the ground in the storage lot.

j. No person shall inhabit a storage site, regardless of the property stored therein.

k. Termination:

(1) MWR may terminate a storage agreement due to mission requirements established by the ICO. MWR may terminate a storage agreement for any material violations of the storage agreement or this instruction. All MWR storage agreement terminations require approval by the MWR Director and notification to the ICO.

(2) Early termination by the owner is permitted at the discretion of the MWR Director.

6. Marina and Slip Rules and Regulations

a. NAS Key West MWR maintains two fully operational marinas onboard Sigsbee Park Annex, and Boca Chica Annex (hereinafter, the "Marina"). Sigsbee Marina is available for short term berthing of vessels only, and patrons are prohibited from occupying their vessel overnight. These marinas maintain fueling options, slip rentals, equipment rentals and hygiene facilities for boaters.

b. Reservations. Reservations for the Marina shall use the same tier system referenced above and shall be subject to the following:

(1) Reservations may be made six months ahead of time for all eligible patrons in Tiers 3-8, and twelve months ahead of time for Tiers 1 and 2.

(2) Transient Reservations. Each authorized patron may make one transient reservation for one vessel, for a period not to exceed thirty-days. Extending the reservation past the thirtyday period must be approved by the MWR Director, or designated manager, and must include a valid reason why this extension should be granted. The applicant must be physically present in Key West to extend the reservation, and the extension must be continuous with the current reservation.

(3) No person or vessel shall be permitted to remain in, or accumulate reservation time in the Marina for more than a four-year consecutive period. After four years the vessel and the owner must vacate the marina for one year. Only the ICO may approve the exemption from this prohibition.

(a) No permanent residents shall be permitted in the Marinas. An individual may not register his or her permanent address using the Marina on any legal documents, including but not limited to state licenses and military personnel or dependency records.

(b) Any Active Duty personnel who currently defines their permanent home of record as the NAS Key West Boca Chica Marina as of the date of this instruction, may petition, in writing, to the ICO for approval of an exemption to policy until the member's projected rotation date. Application for this exemption shall be submitted through the MWR Marina Manager, MWR Director, and the NAS Key West SJA. Copies of orders and current reservations, along with endorsement by the member's chain of command, must be submitted no later than ninety

9

days following the signing of this instruction. Notification approving or denying the exemption to reside and make long-term reservations shall be forwarded in writing to the member and the MWR Director for execution.

(c) Any individual, who on the date this instruction is signed, has exhausted a fouryear consecutive period, may be granted up to an additional one year upon request to the ICO. The application must be routed through the MWR Marina Manager, MWR Director and the NAS Key West SJA and include a valid reason why the request should be approved. Notification approving or denying the additional time shall be forwarded in writing to the applicant, MWR Marina Manager and the MWR Director for execution.

(d) Existing reservations on the date this instruction is signed, which do not exceed the end of calendar year 2020, shall be honored as booked. All reservations made after signing are subject to the policies and proscriptions herein.

(4) MWR shall screen each reservation for compliance with this instruction.

(5) Transient and Long-Term Reservations may not be substituted or changed for patrons, absent a family relationship with the primary and substitute patron. Subleasing, straw-manning, or amending reservations to circumvent these proscriptions or for commercial purposes shall not be permitted.

(6) Slips and Mooring Balls must be reasonably utilized for at least one-half of the time of the reservation term. Empty or unused slip/mooring spaces shall be taken back by MWR for re-assignment. Pro-rated refunds may be made at the discretion of the MWR Director.

(7) Proof of ownership, or contractual rental of the vessel, must be provided at the time of check-in. Vessels must be properly registered to, or in a contractual legal agreement with, the eligible patron making the reservation.

c. Pricing. Pricing may be differentiated based on size and/or model of the vessel, at the discretion of the MWR Director. All other pricing decisions are delegated to the MWR Director.

d. In the event of an emergency or preparation for an adverse weather condition, property owners shall be available to remove property upon the order of the ICO. If property owners are not physically in the local area, they must have a designated representative in the local area that can remove their property as directed by the ICO. Property which is not removed or relocated, may be subject to involuntary movement by NAS Key West or MWR.

e. Vessels must remain in seaworthy conditions at all times. Proof of seaworthiness may be required by the MWR Director or designated representative, either in the form of an inspection or a required water departure from the designated slip for a period of up to twenty-four hours per year.

f. Owners must conduct regular checks of their vessel to ensure their property is maintained in accordance with the slip agreement.

(1) It is prohibited to discharge any material (hazardous waste) that violates applicable state and federal laws/regulations. Discharge of holding tank water, fluids containing oily waste, or any material that is harmful to the marine or land environment, is strictly prohibited.

(2) All waste oil and hazardous materials must be disposed in compliance with state and federal laws. Such waste shall not be placed in or beside any dumpster located on U.S. Navy property. If available, the Auto Skills Center and/or Recycling Center may accept disposal of oil, gas, anti-freeze, lubricating fluid, batteries, etc.

(3) Cleaners used on the exterior of property in the storage lot must be phosphate free and biodegradable. The use of cleaners containing ammonia, sodium hypochlorite, and chlorinated solvents are prohibited. Petroleum distillates and lye are also prohibited.

(4) Engine washing is prohibited.

g. Upkeep. MWR shall provide basic upkeep of the common usage areas, including docks and slip areas. Each patron is responsible for his or her own areas, and for ensuring that space is free from clutter or removal of prohibited items outside the vessel. Owners will be charged for the cost to clean their slip area if they fail to properly maintain it.

(1) MWR shall maintain and promulgate policies regarding the appropriate upkeep and care of Marina slips. These policies shall regulate the individual property kept outside the slip or atop the vessel, with a focus on safety and esthetics. Prohibited items shall include, but are not limited to, large potted plants, political/partisan materials, and/or hazardous materials (such as paints or chemicals). The MWR Director shall set the standards, utilizing the NAS Key West Safety Department for resources or advisement.

(2) Each patron shall be provided the upkeep policies, and sign acknowledge therefore, at the point of check-in.

(3) Inspections:

(a) MWR Marina Manager shall conduct inspections of the slips on a regular basis, providing citations for each violation observed. One citation per inspection, listing each violation shall be provided. Upon the third citation (regardless of whether there are three violations on the same condition, or three separate violations for unrelated conditions), MWR shall terminate the agreement and remove the non-compliant patron. Pro-rated refunds may be provided upon approval by the MWR Director.

(b) The ICO shall be notified of any/all terminations/removals.

(c) Complaints and appeals shall be forwarded to the NAS Key West SJA for resolution.

h. Firearms and weapons, as defined by reference (e), are strictly prohibited in the Marinas.

i. Access and entry to NAS Key West must be compliant with reference (g), regardless of whether entry is made by land or water. Each slip renter must ensure that access to NAS Key West is properly made. Escort privileges for guests may or may not be authorized and are governed by reference (g). Individuals who are found in violation of reference (g), regardless of their reservation with MWR, may have their reservations cancelled or be debarred from NAS Key West.

j. Use of the dinghy dock shall be restricted to only those eligible patrons of the Marina, or under emergency circumstances. Individuals with authorized base access, not berthed or registered in the Marina, are prohibited from gaining base access through the Marina.

7. <u>Delegation</u>. The MWR Director is delegated the authorities to set and maintain SOPs and regulations in the operation of the RV Park, Campgrounds, Storage Units and Marina. All rules and regulations under that authority may not conflict with this instruction, nor the guiding policies set forth above.

a. All SOPs and regulations shall be put in writing, and shall be reasonably available to any patron, staff or guest on request. Such guidance must be available upon inspection, and available in both hard-copy and electronic formats.

b. In the event the MWR Director determines an individual patron has used gamesmanship, subterfuge, or attempts to circumvent either an expressed prohibition or the stated policy of this instruction, the MWR Director or a designee shall consult with the NAS Key West SJA and may terminate an existing reservation; notification of termination shall be made to the ICO.

c. Status reports and internal audits regarding implementations and regulations associated with the changes referenced herein shall be provided to the ICO on a regular basis.

d. MWR Director may further delegate authority for compliance purposes, but is responsible and accountable to the ICO for all requirements set for the herein.