



DEPARTMENT OF THE NAVY

NAVAL AIR STATION
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NASKWINST 1710.8
N01J
20 Aug 2020

NASKW INSTRUCTION 1710.8

From: Commanding Officer, Naval Air Station, Key West

Subj: OPERATION, MANAGEMENT AND POLICIES OF THE NAVAL AIR STATION,
KEY WEST STORAGE PROGRAM

Ref: (a) CNICINST 1710.3
(b) OPNAVINST 1700.7E
(c) OPNAVINST 1710.11
(d) John S. McCain National Defense Authorization Act, 2019
(e) DoDINST 1015.10
(f) NASKWINST 5530.6
(g) NASKWINST 11200.5

1. Purpose. To establish the operating procedures, designation of management, delegation of authority and declare the Command's policy, for the Morale, Welfare and Recreation (MWR) Storage Program 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 Navy active duty personnel, their family members, and all other authorized patrons 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 Recreational Vehicle 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.

g. The Storage Program is intended for the storage of personal property, to wit: wheeled equipment, trailers, vessels on trailers, or vehicles. It is not intended to be utilized by patrons for personal commercial purposes or overnight accommodations. Affordable storage options are vital to the residents onboard NAS Key West, as well as the eligible patrons of MWR in the local community.

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 the MWR Storage Program. 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

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.

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

(4) Tier 4: Retirees, Reserve Component Members or 100% Disabled Veterans, residing outside Monroe County, FL

(5) Tier 5: Purple Heart, POW or VWSCD

(6) Tier 6: DoD authorized patrons, or contractors working onboard NAS Key West

(7) Tier 7: All other authorized patrons, or those granted special permission by the ICO, in accordance with reference (e).

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 at 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.

4. Rules and Regulations

a. The Storage Program shall maintain the following rules and regulations:

(1) All storage sites shall be priced competitively with the local market value and approved by the MWR Director.

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

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)

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

(4) Assignment of designated sites for a patron within the Storage Program footprint shall be within the sole discretion of the MWR Director, or designee. Patron preference may be considered but is not dispositive.

(a) Eligible patrons who reside onboard NAS Key West, shall, to the maximum extent possible, be assigned to a site located on the Annex coinciding with their residential location on Sigsbee Park Annex or Trumbo Point Annex.

(b) Patrons currently utilizing the MWR Recreational Vehicle Park or Campground shall, to the maximum extent possible, be located on Sigsbee Park Annex.

(c) Patrons who reside in Monroe County, shall, to the maximum extent possible, be assigned to a site on Sigsbee Park Annex or Trumbo Point Annex.

(d) All other individuals shall, shall, to the maximum extent possible, be assigned to a site located on Boca Chica Field.

(e) The Marina Storage area shall be for the exclusive use of Active Duty military members and individuals who maintain a current reservation at the MWR Boca Chica Marina.

(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, NAS Key West shall remove the property in accordance with reference (g).

(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 subject to involuntary movement/relocation 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. All agreements shall be memorialized in a written contract. Automatic renewals without corresponding extension paperwork are not authorized.

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) Discharge of any material (hazardous waste) that violates applicable state and federal laws/regulations is prohibited. 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/regulations. 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.

(7) No firearms are permitted in the storage site, unless in compliance with reference (f).

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 also terminate a storage agreement for any material violations of the storage agreement or this instruction, failure to maintain required documentation, or revocation of base access/administrative privileges. 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.

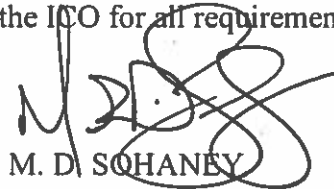
5. Delegation. The MWR Director is delegated the authority to set and maintain SOPs and regulations in the operation of the Storage Program. All rules and regulations under that authority may not conflict with this instruction, nor the guiding policies set forth above.

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



M. D. SOHANEY