



**DEPARTMENT OF THE NAVY**

NAVAL AIR STATION  
PO BOX 9001  
KEY WEST FL 33040-9001

NASKWINST 1710.9  
N01J  
20 Aug 2020

NASKW INSTRUCTION 1710.9

From: Commanding Officer, Naval Air Station, Key West

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

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 5530.5E

1. Purpose. To establish the operating procedures, designation of management, delegation of authority and declare the Command's policy, for all Morale, Welfare and Recreation (MWR) 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 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 Vehicles 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 dependents<sup>1</sup>, 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

(2) Tier 2: Retirees, Reserve Component Members or 100% Disabled Veterans

(3) Tier 3: Purple Heart, POW or VWSCD

(4) Tier 4: DoD authorized patrons, or contractors working onboard NAS Key West

(5) Tier 5: All other authorized patrons, or those granted special permission by the ICO in accordance with reference (e).

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<sup>1</sup> 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.

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.

#### 4. Marina and Slip Rules and Regulations

a. NAS Key West MWR maintains two fully operational marinas onboard Sigsbee Park Annex, and Boca Chica Field (hereinafter, the "Marinas"). Sigsbee Marina is available for transient reservations of vessels only. The Boca Chica Marina is available for long-term recreational berthing and transient reservations. These Marinas maintain fueling options, slip rentals, equipment rentals and hygiene facilities for boaters.

b. Reservations. Reservations for the Marinas 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 2 - 5, and twelve months ahead of time for Tier 1.

(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 thirty-day period must be approved by the MWR Director, or designated manager, and must include a justification 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) Long Term Reservations. Each authorized patron may make one long-term reservation for one vessel, for a period not to exceed twelve months. Extending, or renewing, the reservation past the twelve-month period must be approved by the MWR Director, or designated manager, and must include a justification 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.

(a) 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. Only the ICO may approve an exemption from this prohibition.

(b) This recreational facility is for contracted recreational rental only, and is not a permanent residential area. While renewal of reservations are permitted, renewals or extensions are not guaranteed nor should be assumed by patrons. Active Duty may not register his or her permanent address using the Marina or its office on any military personnel or dependency records.<sup>2</sup> The Marina office is not authorized to accept mail or packages on behalf of patrons. All patrons must provide MWR with a legal residence and mailing address, prior to entry into the Marina.

(c) Any Active Duty personnel who currently defines their permanent home of record as the NAS Key West Boca Chica Marina as of 31 January 2020, 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. 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.

(d) Any individual, who on 31 January 2020, has exhausted a four-year consecutive period, may be granted up to an additional one year extension, upon request to the ICO. No extension will be granted in excess of February 2021. 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.

(e) Existing reservations on 31 January 2020, which do not exceed the end of calendar year 2020, shall be honored as booked. All reservations made after are subject to the policies and proscriptions herein.

(f) Only eligible patrons who are not currently occupying a reserved slip, may submit their application to be placed on the waitlist. Current patrons may submit a new application on the day the patron vacates the Marina.

1. The waitlist for slips will be maintained by the MWR Marina Manager, and is not subject to publication. The waitlist procedures and protocols will be reflected in the Marina SOP.

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<sup>2</sup> See Florida Department of State, Division of Elections Reference Guide 0003 (dated July 2018) and Voter Registration Opinion 18-09 regarding voting rights and permissions for individuals with nontraditional abodes (e.g., a vessel).

2. Upon confirmation of eligibility and prioritization, the patron's name will be placed on the waitlist in Tier category/Vessel size in the order to which it was received.

3. When space permits, a patron who is currently occupying a mooring ball may be placed on a waitlist for a slip (or vice versa). However, the change in type of reservation does not affect the accumulation of four-years in the marina. For example, an authorized patron reserves a mooring ball for her size vessel, but wishes to get onto the waitlist for a slip. The patron may place her name on the waitlist and move over to the slip if or when it becomes available. Her accumulated time in the Marina will include both the mooring ball and the slip reservations.

(g) An authorized patron may request to put a second vessel on the waitlist, of a different size slip. Each patron is only entitled to one reservation at a time. In the event a slip becomes available for the second vessel, the patron either may relinquish the current reservation, or can reject the second vessel slip offer. Regardless of which vessel holds the reservation, a patron is required to vacate following an accumulate four-years in the marina.

(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, which are empty or unused for six consecutive months in an annual contract period will be evaluated for reassignment.

(a) Pro-rated refunds may be made on a case-by-case basis, less costs incurred by MWR."

(b) Patrons who intend on leaving their assigned slips for more than seven days must notify the Marina Manager and provide a return date. Modifications to the return date must be communicated to the Marina Manager. MWR may assign transient vessels to the empty slip during such periods."

(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. Proper insurance and documentation thereof is required.

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) 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 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 the vessel 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 (f), are strictly prohibited in the recreational facilities (i.e., 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.

k. Termination.

(1) MWR may terminate a Marina agreement due to mission requirements established by the ICO. MWR may also terminate an agreement for cause, based on any material violations of the Marina policies or this instruction, failure to maintain required documentation, or revocation of base access/administrative privileges. All agreement terminations require approval by the MWR Director and notification to the ICO.

(2) Early termination by the patron 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 Marinas. 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 facility manager, but is responsible and accountable to the ICO for all requirements set forth herein.

  
M. D. SOHANEY