



Mr. Christian Schoemig
President
Skydive Venice Beach, Inc.
160 Airport Avenue East
Venice, FL 34285

*Via Email, Hand-Delivery and
Certified Mail: 7014 0150 0000 8314 4383*

March 7, 2017

NOTICE OF VIOLATION AND DEFAULT

Dear Mr. Schoemig,

This letter serves as notice that you are currently in violation and default of your Commercial Skydiving Parachute Drop Zone Access Agreement ("Access Agreement") for the reasons detailed below:

- Failure to use the primary Parachute Drop Zone ("PDZ"), as required in item 3.1, including the intentional landing in locations other than the primary PDZ or the Alternate PDZ, which alternate location is to be used only in the event of an emergency, or at the direction of the airport. These violations have occurred on numerous occasions, including:
 - December 31, 2016 at Chuck Reiter Park (as previously discussed)
 - January 14, 2017 at Venice High School (as previously discussed)
 - February 13, 2017 just south of Taxiway A and west of the t-hangar access road (photos attached)
 - February 18, 2017 just south of Taxiway A, opposite Suncoast Air Center
 - February 19, 2017 just south of Taxiway A, opposite Suncoast Air Center
 - March 3, 2017 just south of Taxiway A and east of Taxiway C

Additionally, as previously discussed, a Skydive Venice Beach employee communicated his intention to land jumpers outside of the PDZ on March 7, 2017 and stated to Airport staff that they could land, "anywhere they wanted on this airport".

- Failure to comply with the City's Skydiving Standard Operating Procedures (Exhibit E), as required in item 3.3, on numerous occasions, including those stated above;
- Failure to consistently notify Airport Management of landings outside of the PDZ, as required in item 3.4;

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- Failure to comply with governing documents, as required in item 10, including:
 - Airfield Access Policy, including failure to comply with identification procedures and cooperate with Airport staff; and
 - Skydiving Standard Operating Procedures.

As required by your Access Agreement, please take the necessary steps to cure these violations and the resulting default. In the event that they are not cured, the City of Venice intends to pursue all available legal remedies.

Finally, thank you for removing the motorhome (RV) that your employees have been living in, which was parked in the grass area between the Airport Administration Office and Florida Flight Maintenance. In the event that the RV returns, you will be in default for occupying an area outside of your leasehold, and using aeronautical property for non-aeronautical purposes.

Excerpts from your Access Agreement and the Airfield Access Policy are attached for your reference. Please do not hesitate to contact our office if there is anything we can do to assist you in achieving compliance.

Sincerely,



Mark J. Cervasio
Airport Director

Encl:

cc: Ed Lavallee, City Manager
Dave Persson, City Attorney
R. David Jackson, Assistant City Attorney
Bart Vernace, P.E., Manager, FAA, Orlando-ADO

Commercial Skydiving Parachute Drop Zone Access Agreement

This ACCESS AGREEMENT, hereinafter "Agreement" is entered into between the CITY OF VENICE, a municipal corporation under the laws of the State of Florida, hereinafter referred to as the "CITY," and SKYDIVE VENICE BEACH, INC., a Florida corporation, hereinafter referred to as the "OPERATOR," for non-exclusive use of the Parachute Drop Zone and the Alternate Parachute Drop Zone located on Venice Municipal Airport ("Airport"), as depicted on "Exhibit A" attached hereto and respectively identified as the "PROPOSED PARACHUTE DROP ZONE" and the "ALTERNATE PARACHUTE DROP ZONE," and which are hereinafter collectively known as the "PDZ," unless otherwise stated.

1. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on October 1, 2016, and ending on September 30, 2017. Subject to the terms and conditions set forth herein, this Agreement may be automatically renewed for subsequent one (1)-year terms.
2. **Taxes. Licenses. Permits.** The OPERATOR shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its commercial skydiving activities and use of the PDZ. The OPERATOR may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. The OPERATOR shall acquire and maintain current any and all municipal, state or federal licenses or permits that are required for the conduct of its business.
3. **Conditions of Approval.**
 - 3.1. Except under emergency circumstances, OPERATOR shall at all times use the area identified as the "PROPOSED PARACHUTE DROP ZONE" on Exhibit A for all skydiving/parachute jumping activities unless otherwise directed by the CITY to use the "ALTERNATE PARACHUTE DROP ZONE." Except in emergencies, skydiving activities shall always be confined to the PDZ.
 - 3.2. The OPERATOR shall adhere to any and all applicable Federal Aviation Administration (FAA) regulations, orders, advisories and the United States Parachute Association (USPA) basic safety requirements and advisories pertaining to skydiving operations and the use of the PDZ.

3.3. The OPERATOR shall comply with the City's Skydiving Standard Operating Procedures as may be amended from time to time.

3.4 The OPERATOR shall immediately notify Airport Management at (941) 486-2711 for any of the following events:

a. A landing by a skydiver/parachute jumper outside of the PDZ.

b. Loss of equipment during a jump.

c. Any accident requiring medical transport or medical emergency services.

d. Any worker's compensation claim made by any of OPERATOR's employees or independent contractors.

3.5. Non-emergency notifications, which do not constitute reportable events (as identified in Section 3.4), should be made to Airport Management staff either in person or by phone within 24 hours of the non-emergency event. For occasions when the Airport Management staff may not be available and the matter requires immediate attention, the CITY's Police Department may be contacted at (941) 486-2444.

4. OPERATOR's Responsibilities.

4.1. The PDZ shall be maintained by the CITY; however, the OPERATOR shall be responsible for assuring that the PDZ remain at all times free of any structures, vehicles, equipment, debris, and trash.

4.2 The OPERATOR acknowledges that neither the City nor its representatives have made any warranties of any nature whatsoever regarding the PDZ or the Airport including, but not limited to, the suitability of the PDZ for the OPERATOR's intended use thereof.

4.3 The OPERATOR shall cooperate and coordinate with the CITY and other PDZ users for the operation of the PDZ.

4.4 Any proposed relocation, modification or alteration of the PDZ shall be requested by OPERATOR to the CITY in writing. The City shall review the request in a timely manner, and shall include in such review, a determination as to the compatibility of the proposal with the Airport Layout Plan for Venice Municipal Airport, applicable federal and state

EXHIBIT E

3. Parachute Drop Zone Operations

- a. The Pilot-in-Command shall be responsible for ensuring that the DZ area and the adjacent airfield (e.g., runways, taxiways, etc.) are free of aircraft, objects, or other hazards and that there are no adverse weather conditions present. The Pilot-in-Command shall be responsible for in-flight operations during Skydiving Flights, including the release of the Skydivers to commence their Jumps.
- e. The Parachutist-in-Command shall escort Skydivers from the DZ back to the Skydiving Operator's place of business in accordance with the approved access plan, which is attached hereto as Exhibit A.

C. Skydiving Flight Operations

1. Standard Airfield Operations

- a. Aircraft operations shall be conducted in accordance with FAA regulations, practices, and other relevant guidance (*see Section E, References*).
- b. The Pilot-in-Command shall follow all appropriate local operating conditions in effect for aircraft departure and arrival operations. This includes "runway-in-use," taxiway access, and traffic patterns.
- c. The Pilot-in-Command shall make all appropriate radio communications procedures to announce departure, arrival, and direction of flight intentions using the Airport's Common Traffic Advisory Frequency (CTAF).

2. In-Flight Skydiving Operations

- a. The aircraft utilized for Skydiving Flights shall be equipped with two (2) aviation radios and the Pilot-in-Command shall monitor the CTAF and Tampa Approach frequency at all times.
- b. The Pilot-in-Command shall depart the traffic pattern using a 45-degree turn after turning downwind.
- c. The Pilot-in-Command will proceed to an area two miles west of the Airport and initiate a climb to the Jump altitude, which can range from 8,000 feet to 10,000 feet above ground level (8,000' to 10,000' AGL).
- d. During the climb to Jump altitude, the Pilot-in-Command shall contact Tampa Approach to coordinate the Parachute Jump and comply with their instructions. The Pilot-in-Command shall continue to monitor the CTAF at all times.

EXHIBIT E

E. Penalties

In addition to the penalties otherwise provided by municipal, state, and Federal Law, or by Federal Aviation Administration regulations, the Skydiving Operator and/or any person in violation of these Standard Operating Procedures, or becoming a nuisance, creating a disturbance, or refusing to comply herewith, may be deprived of the further use of the Airport and its facilities for such length of time as may be specified by the Airport Operator.

F. References

FAA regulations and other relevant guidance regarding skydiving and aircraft operations include, but are not limited to, the following documents, as may be amended from time to time:

- *14 CFR Part 105 - Parachute Jumping*
- *FAA Advisory Circular 105-2E - Sport Parachute Jumping*
- *FAA Advisory Circular 90-66A – Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers*
- *USPA Skydiver's Information Manual*
- *FAA Aeronautical Information Manual*
- *FAA Advisory Circular 150/5210-5D – Painting, Marking and Lighting of Vehicles Used on an Airport*

EXHIBIT E



Exhibit A

ACCESS TO PARACHUTE DROP ZONES

Venice Municipal Airport (VNC) is a very active airport with strict airport policies and procedures, as dictated by the Federal Aviation Administration (FAA). Many of these policies and procedures state that all vehicles and pedestrians are strictly prohibited from crossing, walking or driving on or next to runways and taxiways. However, skydiving is one of our business partners at VNC, and access to the parachute drop zone (PDZ) and alternate PDZ requires crossing of taxiways. Therefore certain parameters have been established in order to help ensure that all personnel and skydiving patrons have a safe and enjoyable experience while using our facility and all personnel of skydiving operators (Operator) are required to acknowledge and comply with this access policy.

1. All persons acting on behalf of any Operator who will have access to the airfield must complete the airfield badging process for VNC, in accordance with the Airfield Access Policy.
2. While on the airfield, as defined by the Airfield Access Policy, all patrons must be escorted by the Parachutist-in-Command at all times.
3. All pedestrians and vehicles shall remain clear of all runways.
4. The approved access routes to the PDZ (or alternate PDZ), including authorized crossing locations at Taxiways A and C, as depicted in the attached Figure 1, shall be utilized in all instances. Any deviation from these pre-authorized routes requires the advance express written permission of VNC management.
5. Pedestrians and/or vehicles shall stop at the stop bars located at pavement crossings and wait until it is safe for everyone in the party to cross as one group. The right-of-way shall be yielded to any approaching aircraft.
6. All vehicles operating on the AOA shall be clearly marked with the company name on both sides and lighted in accordance with *FAA Advisory Circular 150/5210-5D – Painting, Marking and Lighting of Vehicles Used on an Airport*, as may be amended from time to time.

Printed Name

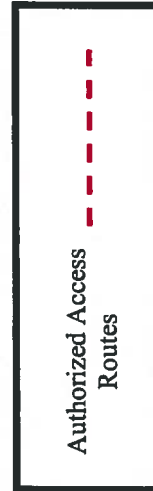
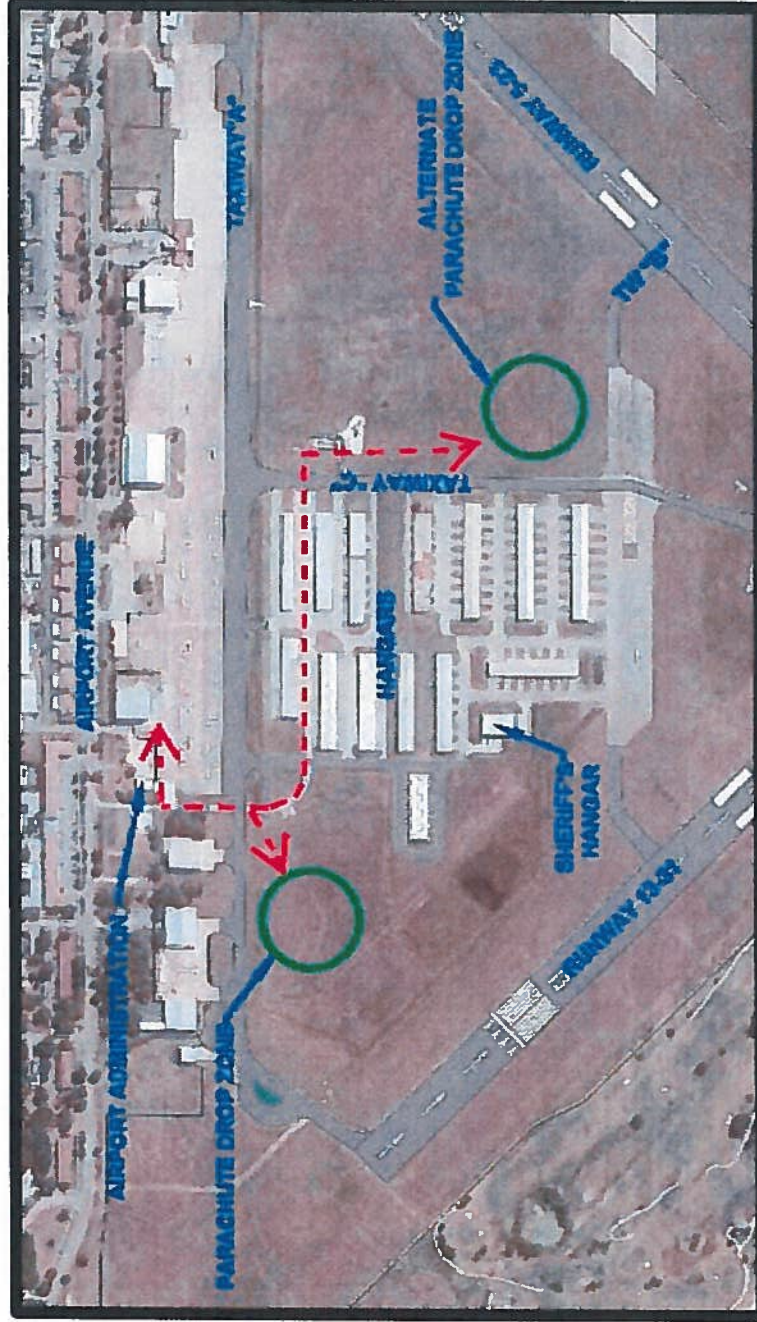
Company

Signature

Date



Figure 1
PARACHUTE DROP ZONE ACCESS ROUTES



executed Release shall be provided to the CITY and/or Airport Management or designee upon request. A new Release must be obtained for all skydivers/parachute jumpers each calendar year. The current release on file for any skydiver/parachute jumper shall not be more than twelve (12) months old. The OPERATOR must retain the original of all executed Releases in its files for a period of no less than five (5) years from their date of execution. The OPERATOR shall create an aircraft manifest on a form approved by the CITY, a sample copy of such form is attached hereto as "Exhibit C," listing the first and last name and capacity of every person on board any flight on which skydiving operations are conducted and which originates from the Airport. Throughout the term of this Agreement, starting on the second full month of operation, OPERATOR must provide a copy of the monthly aircraft manifest for the prior month to Airport Management by the tenth (10th) day of each month.

10. Airport Rules and Regulations, Minimum Standards and any other Governing Document over the Airport.

10.1. The OPERATOR hereby agrees to be bound in the operation of its services at the Airport by all Airport Rules and Regulations, the Airport's Minimum Standards, the CITY's Skydiving Standard Operating Procedures, the CITY's Ordinances, and any other such governmental regulations, whether municipal, state, or federal. The CITY reserves the right to adopt, amend, and enforce reasonable rules and regulations governing the PDZ and the public area and facilities used by the OPERATOR. Such rules and regulations shall be consistent with the safety, security, and overall public utility of the Airport and with the FAA's rules, regulations, orders, and advisories with respect to aircraft and airport regulations. The OPERATOR agrees to abide by all such rules and regulations adopted and amended by the CITY and specifically agree that violation of any such rule and regulation shall constitute an Event of Default as provided in this Agreement.

10.2. The OPERATOR shall comply with all applicable regulations relating to security, including but not limited to the Airport's security plan and access policy, whether existing or as may be updated from time to time, and shall conduct operations on the Airport in a manner acceptable to the CITY, so as to prevent or deter unauthorized persons from obtaining access thereto.

10.3. The OPERATOR agrees to be subject to the termination of this Agreement resulting from violations of any applicable standard, procedure, rule, law, or regulation as provided for herein.

17. Other City Staff may be granted Airfield access at the request of their department head and at the discretion of the Airport Director or designee. City staff accessing the Airfield must notify the Airport Director or designee in advance of their intention and reason for doing so, except in the event of an emergency response. (The provision for notification does not apply in the case of Police Officers who access the Airfield during the course of their normal patrol duties.) In addition, the successful completion of an airfield driver safety class may be required before access is granted.

PROCEDURES

1. The Airport administrative staff shall verify the ownership of a qualifying aircraft using the FAA registration database. If a temporary registration certificate is used to prove ownership and receive a badge, a 90-day grace period will be granted to allow time for the permanent registration to get into the FAA database system. If, after 90 days, a permanent registration cannot be produced or accessed in the database, any associated badge-holders will be deemed ineligible and airfield access will be terminated.

If an aircraft is registered in a corporate name, satisfactory proof of ownership of the organization will be required and copies of the supporting documentation shall be kept on file.

2. All badge-holders must possess a valid driver's license, a copy of which shall be kept on file.
3. A sponsor may request that airfield access be terminated for any badge-holder for whom they (or their organization) has responsibility.

RULES AND GUIDELINES

1. A badge is non-transferable and shall be used only by the person to whom it was issued.
2. A lost or stolen badge shall be reported to the Airport Administration Office immediately upon discovery so that it may be deactivated. If eligible, a replacement badge will be issued upon payment of a badge replacement fee.
3. Badge-holders must keep badges on their person at all times. Airport Staff, FBO staff, City Police or any other authorized badge-holder may request to see the badge at any time. Failure to produce a valid badge upon request may result in the permanent loss of access privileges.
4. Badges and access privileges may be revoked or suspended by the Airport Director or designee for non-payment of rent or aircraft parking fees or for any infraction of the provisions of the Airfield Access Policy, Airport Security Plan, Airport Rules and Regulations or Airport Minimum Standards, as may be amended from time to time.
5. No vehicle shall be parked on any runway or taxiway at any time. A vehicle may be parked in a tie-down area for the limited, temporary purpose of loading or unloading passengers or cargo only. Parking in these areas for extended periods, or for other purposes, is prohibited.
6. Operators of vehicles shall observe all traffic and directional signs on the airfield and yield the right-of-way to pedestrians and aircraft.



All dimensions and locations are approximate.

February 13, 2017





**City of Venice
Interoffice Memorandum**

DATE: March 7, 2017

TO: Mark Cervasio - Airport Director & Heather LeDuc – Airport Property Administrator

FROM: Jim Eppley - Airport Operations/Maintenance Supervisor

SUBJECT: Unknown Person on Airfield

At 08:23 hours today, I was inside the airport administration offices when Suncoast Air Center personnel phoned to ask if we had any surveyors or other contractors on the airfield working this morning. I assured our airport office staff that I had not given anyone access to the airfield for any reason. Suncoast then stated that an unknown person was walking around in the field across Taxiway "A" from their business. I took the Airport Operations Truck (photo attached) and went out to see what was going on. As I approached the airfield electrical vault area, I observed a person standing approximately 75 yards directly east of the vault area with something in their hands. Not recognizing the person I proceeded with caution until I could see that it was a male individual with dark hair pulled into a bun in the back and that he had a beard. He appeared to be holding a cell phone or a handheld radio. I then pulled up to him and asked who he was and if I could help him. He replied that he did not need any help. I asked again if I could help him and who he was as I did not see any identification or any verbiage on his clothing to believe that he had any authorization to be in a restricted area. He replied that he had authorization to be anywhere on the airfield as he was an employee of the parachute business. He did not give his name. I indicated that this did not give him free run of the airfield and that he should be at the other end of the airfield in their designated drop area. The gentleman informed that they could use any area on the airfield and that the area west of the hangars was not safe due to wind turbulence so he was checking winds and turbulence here as they were going to be using this alternate drop area today. The area he was standing in is several hundred yards northeast of the designated secondary drop zone (See map attached). I told him that the designated secondary drop zone was designated for use during the upcoming construction and for emergencies as defined in their contract with the airport. He indicated that his boss told him to use this area and he walked away from my truck and began using his cell phone. I called to him to tell him that I would get clarification from Mr. Cervasio if he would wait a minute. I called the office but Mr. Cervasio had left for a meeting. I pulled up to the gentleman again to tell him that the airport director would contact them later this morning. He was talking to someone on his cell phone, telling them that some guy in a truck was telling him he could not use that area. I interrupted him and told him again who I was and my title. I advised him that Mr. Cervasio would talk to the

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owner of their company and that they could work this out. The gentleman did not acknowledge me, so I left the area.

Mr. Ford from Airport Maintenance also tried to talk to this gentleman after I left the area. He told Mr. Ford that he was leaving the area and that Mr. Ford was the second person to stop him.

I found Mr. Cervasio at Suncoast Air Center and relayed this info to him. He indicated that he would follow up with the owner of the skydiving company.



02.16.2017 12:40