



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

Ms. Leslie Wells, President
Skydive Venice Beach, Inc.
160 Airport Avenue East
Venice, Florida 34285

Via United States Mail and E-Mail Transmission

April 4, 2017

Re: Notice of Suspension of Commercial Skydiving Parachute Drop Zone Access Agreement

Dear Mr. Schoemig and Ms. Wells:

Following the approval of the City Council of the City of Venice, Florida (the "City") on September 27, 2016, the City and your company, Skydive Venice Beach, Inc. (the "Operator") entered into a Commercial Skydiving Parachute Drop Zone Access Agreement on December 13, 2016 (the "Agreement"). The Agreement authorized the Operator to use the Parachute Drop Zone and, under certain circumstances, the Alternate Parachute Drop Zone at the Venice Municipal Airport ("Airport"). More specifically, Sections 3.1 and 3.3 of the Agreement provide the following:

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.

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

On March 7, 2017, the Airport Director sent your company a Notice of Violation and Default detailing six (6) separate incidents regarding the Operator's failure to have skydivers land in the appropriate drop zone. In fact, four of these landings occurred on the Airport, but not in either drop zone. Two other landings occurred within the City limits, but off of Airport property, including one at Venice High School that was approximately 1.5 miles from the Airport. Each one of these six incidents constitutes a violation of Section 3.1 of the Agreement, as well as Section 3.3 of the Agreement requiring the Operator to at all times comply with the City's Skydiving Standard Operating Procedures. In addition, Section 3.4.a. of the Agreement specifies that the Operator must notify Airport Management for any landing by a skydiver outside of the approved drop zone. While the two off-Airport landings were properly reported, the four other landings outside of the approved drop zone were not, therefore constituting additional violations of the Agreement.

In response to the March 7, 2017, Notice of Violation and Default letter, Mr. Schoemig wrote an e-mail response on March 14, 2017, to the Airport Director setting forth what the Operator has "done to rectify the violations." This included having "conversations with the jumpmasters about landing exactly inside the PDZ's," a statement that further demonstrated the Operator's failure to understand that one and

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only one drop zone is authorized for use except during an emergency situation. In addition to scheduling some additional training on spotting for the Operator's staff, Mr. Schoemig indicated his transfer of ownership of Skydive Venice Beach, Inc., to Ms. Wells so as to "have a responsible, vested, local operator at VNC who can rectify any complaints immediately."

In addition, as acknowledged in the Operator's e-mail response to the Notice of Violation and Default letter, the Operator committed another violation of the Agreement with a third off-Airport landing occurring on March 11, 2017, on the beach near Sharky's On the Pier restaurant. Also, subsequent to the Operator's response, another landing outside of the approved drop zone occurred on March 25, 2017. Based on the foregoing, the City believes that the Operator's response to the March 7, 2017, Notice of Violation and Default appears to be insufficient and its efforts ineffective for addressing the very serious safety issues caused by the Operator's violations of the Agreement.

Section 14.2 of the Agreement states that "this Agreement may be suspended for a violation of any of the conditions of approval as set forth herein." Further, after the Operator receives a written notice of violation from the City, the Operator must "immediately cease and suspend the conduct leading to the violation," which, as set forth above, was not done in this case. Section 14.3 of the Agreement then provides that "(i)f the OPERATOR refuses or fails to address the violation as provided above, this Agreement shall be suspended and the OPERATOR shall immediately cease all use of the PDZ."

Based on the foregoing and in consideration of the very serious safety concerns for both the Operator's clientele, pilots using the Airport, other Airport tenants, and members of the general public, the December 13, 2016, Commercial Skydiving Parachute Drop Zone Access Agreement between the City of Venice, Florida, and Skydive Venice Beach, Inc., is suspended and thus all skydiving operations by Skydive Venice Beach, Inc., at the Venice Municipal Airport must be ceased immediately. This suspension shall be effective immediately and until such time that the City Council of the City of Venice has an opportunity to address this important matter, which is expected to occur at the April 11, 2017 City Council meeting.

Respectfully,

Mark J. Cervasio
Airport Director



cc: E. Lavallee, City Manager
Mayor and City Council
B. Vernace, Manager, FAA, Orlando Airports District Office
M. Douglas, Manager, FAA, Safety and Standards Branch, Southern Region Airports Division
D. Persson, City Attorney
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