



CITY OF VENICE

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Office of the Mayor

April 11, 2017

Via United States Mail
and E-Mail Transmission

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

Re: Notice of Termination 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 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. In response to this latest incident, Ms. Wells responded by e-mail on March 28 by confirming that "(w)hen the winds are coming out of the East, DZ2 (the Alternate Parachute Drop Zone) provides a more favorable place to land." Again, this demonstrates that the Operator continues to have a blatant disregard for the provisions and conditions of the Agreement that require the Operator to land in the approved drop zone "unless otherwise directed by the CITY to use the" alternate drop zone. Based on the foregoing, the City suspended the Agreement with the Operator on April 4, 2017, due to the Operator's insufficient response to the March 7, 2017, Notice of Violation and Default, and its ineffective efforts in addressing the very serious safety issues caused by the Operator's violations of the Agreement.

Section 14.3 of the Agreement provides that "(r)epeated violations by Operator or any violation related to safety may be grounds for immediate termination of this AGREEMENT." The violations of the Agreement set forth herein have not only been repeated, but they are also clearly a very serious safety concern for both the Operator's clientele, pilots using the Airport, other Airport tenants, and members of the general public.

Accordingly, it is the decision of the City Council for the City of Venice, Florida, that the December 13, 2016, Commercial Skydiving Parachute Drop Zone Access Agreement between the City of Venice, Florida, and Skydive Venice Beach, Inc., be terminated

immediately and all skydiving operations by Skydive Venice Beach, Inc., at the Venice Municipal Airport be suspended accordingly.

Sincerely,

John W. Holic
Mayor, City of Venice

cc: E. Lavalley, 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
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