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January 17, 2014

David Cushing, Manager  
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Western-Pacific Region  
P.O. Box 92007  
Los Angeles, CA 90009

Subject: Informal Complaint, L71, iaw 14 CFR para 13.1, "report of violation".

Mr. Cushing,

For over 35 years glider operations have been safely and efficiently conducted at the California City, CA (L71) airport. In August of this year, the Airport Sponsor advised the glider FBO that glider operations could no longer be conducted in the historical manner, as described in the Airport Layout Plan, and would have to be changed. We have tried every avenue at the local level to resolve these issues.

The undersigned, as representatives of glider pilots using this facility, the glider FBO, and other interests including the Soaring Society of America, believe that changing the glider operations at L71 compromises safety and impacts the efficiency of the airport as a whole. We also believe that the changes violate the Federal Grant Assurances described in FAA Order 5190. The following Grant Assurances have been potentially violated:

*Grant Assurance # 8. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.*

*Grant Assurance # 9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.*

*Grant Assurance # 19. Operation and Maintenance. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions.*

*Grant Assurance #22. Economic Non Discrimination. The sponsor will make the airport available as an airport for public use on a reasonable terms, and without unjust discrimination, to all types, kinds and classes of aeronautical uses*

Specifically the sponsor has embarked on a strategy to change California City Airport to eliminate and displace recreational aviation in order to attract and support commercial interests including but not limited to economic discrimination. This was done without sponsor corporate resolution and notification of intent to the public and is a blatant violation of Grant Assurance #8 and potentially #9. Specific examples follow, including violation of these and other identified Grant Assurances. We are prepared to present additional as necessary:

1. In 1996 the L-71 Airport Manager sent a letter to California Transportation claiming unsafe operations by the glider FBO. The alleged “near miss” incidents were not recorded or reported and were not able to be challenged by the glider FBO because they were not informed of the letter until obtained from Cal Trans in 2013. Cal Trans uses the letter as partial “safety” justification for their actions to eliminate glider infrastructure and procedures. (Attachment 1) Potential violation of Grant Assurance #8 and #9.
2. In 2002, The Airport Manager, Mr. Tom Weil, without knowledge or consulting with the glider FBO, requested permit changes to the existing permitted glider landing strips (Attachment 2), The glider FBO was not informed of the request for permit changes or the issue of the requested temporary permits. The author specifically asked Mr. Weil, when we first obtained the permits in Sep 2013, if he had ever seen them before. He said he had never seen them when in fact the temporary permits were addressed to him in 2002 and includes the phrase, “approves you request” (Attachment 3). We have repeatedly requested a copy of the sponsor letter requesting the change in permitting and Mr. Weil is “unable to locate”. The CalTrans inspector at the time, Mr. Kurt Haukohl, said he would not have issued the permits without a written request from the sponsor. Cal Trans can’t find it either. How convenient that this “smoking gun” request from the Sponsor can’t be found. This is discrimination against the sailplane users at L71 and a barrier to local resolution of issues in a timely manner. Potential violation of Grant Assurance #8, #9 and #22
3. Mr. Wiel submitted in 2002 an AIP project to improve the drainage on the airport to remedy a “safety issue” This \$510K project was not needed as rain is rare and only requires one man and a shovel a half day to remove some sand from the ramp, runway threshold and a taxiway. This happens maybe three times a year. The flat caliche infield area between the main runway and parallel taxiway were prime emergency landing areas for sailplanes. They were also used to support multiple towplane operations under NOTAM’d airfield closures to support SSA Region 12 sailplane contests. The glider FBO was assured that the new central ditch area would not exceed 8” and have gradual slope not infringing on its glider landing capability. In fact, it ended up being more than 18” deep, with concrete abutments and culverts at cross taxiways. The drainage ditch became heavily eroded with the first rain, its condition and depth eliminating its suitability as an emergency landing area for sailplanes. As of this date it has been eroded, neglected and the culverts are half full of sand. (Attachment 4). Three aircraft are known to be damaged due to this project including a tail-dragger, a Piper and a Fouga. Not only is this another violation of Grant Assurances at the expense of sailplane operations, it also created a safety issue. Potential violation of Grant Assurance #8 , #19 and #22
4. Mr. Weil submitted an ALP to the FAA in 2006 which included several unaffordable, unachievable, and un-approvable elements. (Attachment 5). The City expected that the FAA to provide grant money for land purchases, new taxiways and runways. The old runway would be abandoned even though it was just widened under a \$1.2M AIP project in 2006 The parallel taxiway would be made into a dedicated 60,000 psi dual wheel, 6000 ft “glider” runway. A new 80,000 psi southern parallel taxiway would be

constructed to service the 20 parcels of property the City had sold with deeded “thru the fence” rights. He went on a campaign to politically sell these ideas. The glider landing strips interfered with his grandiose plans which were dashed when he was told by FAA Airports that they don’t build glider runways or taxiways for “thru the fence” interests. The City could never afford to acquire the additional property and build a new runway and taxiways on its own. Potential violation of Grant Assurance #8 and #9

5. The Sponsor, acting under the recommendations of Mr. Weil, did purchase the parachute jumping property from the FBO at a premium price of over \$4M, which is being paid off at over \$26K per month. The sponsor then leased the same “thru the fence” property to a commercial interest, Norm Aviation, at \$4K per month for 10 years followed by \$7500 for 20 years. In absolute terms this is an overpayment or loss of \$1.8M which bought out the recreational para-jumping operation which left and never came back. This left only the glider FBO as the principal commercial and recreational user, continuing to contribute to over 70% of the airports operations. Potential violation of Grant Assurance #22
6. Preferential treatment of Norm Aviation continued, with Mr. Weil’s permission to park decommissioned Gulfstream 2 (G-2) aircraft in the Runway Object Free Areas and Runway Safety Areas of active glider landing strip 06. Over ten G-2’s have been parked inside the fence as well as other industrial equipment and a fuel truck for over a year. Norm Aviation was only charged for three tie-downs, while the glider FBO paid for all they were using. Norm Aviation is now expanding their facility by purchasing additional property and expanding their fence line to store G-2’s. The sponsor is silent on the expansion of property with deeded airport access. No airport access fees are being paid by Norm Aviation. (Attachment 6). Potential violation of Grant Assurance #22.
7. On 14 May 2013, The City Manager received a letter from Cal Trans demanding that the glider strips be dismantled and towing operations from the taxiway cease. All glider operations were to be combined with power traffic on the main runway. The Cal Trans letter including several gross errors including the statement that the glider runways “were never permitted” and showed complete ignorance of dependent operations and runway separation criteria for existing airports. Cal Trans would apply Obstacle Free Zone criteria to the departure end of a glider landing strip. (Attachment 7). Since Mr. Weil did not reveal this letter until one week prior to a City Council Meeting in early August 2013, the glider FBO was denied an opportunity to review, obtain relevant documents under FOIA and timely staff a response to the CalTrans letter. Mr. Weil made no attempt to respond to CalTrans despite the obvious errors, clearly supporting the action forcing sailplane users into operations on the main runway.. Under the threat of a “violation of State law” the City Council directed that the glider runways be closed and erased as landing surfaces and all operations be combined on the main runway. Due to runway lights, this is a hazardous situation for sailplanes taking off with ballast or in crosswinds. An operational analysis of the directed combined operations was performed by the author and was provided the sponsor and FAA in Sep 2013. (Attachment 8). A detailed response to Cal Trans had to be submitted by the glider FBO and the Soaring Society of America supported by local glider pilots since the sponsor took no definitive action to preserve the glider infrastructure and operations or provide a suitable alternative defined in an ALP. The sponsor did submit a brief request to temporarily restore the glider landing strips while some AIP projects are being pursued, but not including the essential glider apron adjacent to the main runway allowing efficient glider staging and recovery. (Attachment 9) The Sponsor made no detailed rebuttal to the Cal Trans allegations. . The Cal Trans response clearly admits that the FAA can only judge the suitability of Day VFR dependent operations and operations on dependent surfaces (runways and taxiways) in

close proximity and this inability by the permitting authority underwrites this complaint. Regardless of this inability, Cal Trans terminates and issues L71 permits in private consultation with the sponsor severely impacting the glider users. (Attachment 10) Potential violation of Grant Assurances #8, #9 and #22

8. Mr. Weil took immediate action to assist Norm Aviation to build a taxiway across glider RW 06. The glider FBO requested that the pavement be flushed as we were now trying to reverse the Cal Trans closing of the glider landing strips. Without notice, Mr. Weil subsequently directed that the asphalt paved endpoint of Glider Runway 06 be removed. (Attachment 11) When the author was photographing the procedure on 11 Jan 14, the weekend airport manager, Mr. Robert King, called the California City Police who restricted me from driving on the airfield. I subsequently spoke to Mr. King and he agreed that I could drive in the glider area only. He noted that he did only what he was told to do, likely by Mr. Weil. I have asked Mr. Weil for the basis and extent of my restriction as I normally examine emergency landing areas on the airfield before I fly, to which he replied he could restrict the airport as he wanted and was looking at a new policy to restrict tenants' access to the airport area, clearly pointing at the glider community as they have the greatest need and numerous visiting aircraft and crews. My car is equipped with a tow hitch for towing gliders to the flight line and for towing glider boxes as well as a VHF radio. I have been trained in the military for operating several types of vehicles on the flight line in all possible conditions including blacked out under weapons and chemical attack. My current FAA pilot's license allows me to taxi aircraft at any airport in the US and conduct flight operations iaw FAA regulations. If tenants are restricted then visiting rated glider pilots with registered sailplanes in a trailer will certainly be even more restricted. Normally gate access to pilots at public use airport is thru a combination lock set at Unicom or a side gate. I can't think of an airport that I use in California that doesn't provide easy, all hour vehicle access to pilots and crews. Again while Mr. Weil claims that the restrictive access rules will be evenly applied, they severely impact glider operations. Mr. Weil nor Mr. King have never held pilot ratings and Cal City A/P is a public airport. Potential violation of Grant Assurance #22.
9. Mr. Weil is now supporting flushing the main runway lights and possibly a glider apron adjacent to the main runway. There is no current ALP for L-71 that describes what his complete plans are despite his verbal intent. The 2006 ALP has not only expired, it is ludicrous in its content and provides no confidence to the glider community that they will be able to safely and efficiently continue to use California City Airport as a glider base. Mr. Weil is still pursuing his new southern parallel taxiway to attract commercial interest and so destruction of the glider strip 06 is consistent with that strategy. Glider pilots, concerned and frustrated by the hazards and inefficiency of combined powered and unpowered operations on the main runway are seeking alternate locations significantly impacting the glider FBO's ability to economically sustain a business and towplane. Without a towplane, there will be no reason to keep a glider at Cal City and in effect, the soaring community is driven from the airfield by the prejudicial actions of the sponsor. The absence of a current FAA approved ALP is a violation of grant assurance. The failure to provide a safe and efficient alternative to legacy glider infrastructure and procedures while favoring other interests is economic discrimination. Potential Violation of Grant Assurances #8, #9 and #22.

On 15 Jan 14, at an Airport Advisory Board meeting, Mr. Weil said that he is taking the glider storage business away from the glider FBO and glider owners must now rent spaces directly from the Airport. New rates are to be set. Furthermore only lease holders and tenants will be allowed access to the airport in order "to prevent runway incursions". Cal City is an uncontrolled airport and pilots are responsible for their own access to active runways and separation from other

aircraft. Only after presenting proof of insurance, a valid driver's license, and proof of attendance at an airport drivers course, will they will be given the code to the gates and access. There is no after hour access provision for visiting glider pilots with gliders in trailers or to recover gliders that have landed at Cal City after hours. Any glider pilots that want to survey the airfield area for potential emergency landing must be briefed and driven around by the airport manager, Mr. King. As a result of the continuing harassment, loss of efficient and safe glider operations and loss of business, ME Aviation will terminate towing services at L-71 on 3 Feb 14 and L-71 will essentially cease to be a gliderport for approximately 40-50 different users. (Attachment 12) Avgas purchases will be severely impacted. Ties down rentals will be reduced. Airport Operations will drop by 2/3rds. It will essentially become an industrial site and should be subject to an airport utilization assessment. Potential violation of Grant Assurance # 22.

Therefore we request that the FAA conduct an informal investigation of L71 for the purpose of determining if the stated Grant Assurances have been violated by these Sponsor actions and what specific remedies should be undersurfaces taken by the Airport Sponsor to not only bring the airport back into compliance, but to immediately return to a safe and efficient configuration and procedures for the operation of sailplanes. Future plans should be included in a FAA approved ALP with funding commitments as appropriate to proceed.

If you have any questions or require additional information, Please contact me at [shmoldas@roadrunner.com](mailto:shmoldas@roadrunner.com) and I will forward to our team. Thank you for your timely consideration.

Respectfully,



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12 Attachments