July 30, 2026

Molly C. Fierro
Compliance Specialist
Federal Aviation Administration
777 S Aviation Blvd., Suite 150
El Segundo, CA 90245

Re: Reply to Response of City of Mesa: Safety and Compliance Issues at Falcon Field Airport (Mesa, AZ) and Request for Immediate FAA Action

Dear Ms. Fierro:

The undersigned flight training operators appreciate the opportunity to reply to the July 2, 2026 response you received from the City of Mesa (the City) concerning two distinct complaints that raised concerns regarding a landing fee program at Falcon Field Airport (the Airport), among other issues. Although the part 13 informal process and the procedural rules at 14 C.F.R. part 16 do not contemplate consolidated responses such as the one that you received, and we are unaware that the Federal Aviation Administration (FAA) agreed to consider the complaints as consolidated, we provide this reply to the City's response in an effort to be accommodating for FAA's review. Similarly, the part 13 procedure under which the undersigned submitted the complaints does not appear to permit respondents such as the City to unilaterally decide to amend the response pending an additional 90-day time period to conduct an assessment that it was required to complete before voting to adopt the fees that are the subject of the instant complaints. As a result, the undersigned wish to preserve the opportunity to address any follow-up or amended responses that the City submits. The undersigned appreciate the FAA's consideration of this request.

Background

The undersigned have significant concerns with several aspects of the City's response to the part 13 complaints. We respectfully request that the FAA take all action necessary to ensure that

Falcon Field Airport leadership does not further disregard its obligations under FAA Grant Assurances or endanger airspace safety or aviation operations at Falcon.[1]

First, the City's reliance on a newly adopted cost center allocation model to justify the charging of landing fees remains inadequately supported by the record produced to date. At best, the available facts suggest that the City adopted the landing-fee structure before completing the analysis necessary to confirm that the fees are reasonable, transparent, and not unjustly discriminatory. At worst, the facts indicate the 2024 adoption of the cost center allocation method functions as a façade for what certain public statements convey: the City simply intends to force flight schools to leave Falcon Field Airport. Second, the City's admitted need for an additional 90 days to undertake a review of its accounting records and fee structure, which it already unanimously adopted and which the current counsel for the City has had since mid-April, can only mean one thing: the City did not appropriately review its expenditures or its need for funding in accordance with 49 U.S.C. § 47107 prior to adopting the landing fee structure.[2] Third, the City's brazen statements that the FAA Airport Director must not raise concerns in an effort to keep the City from violating FAA Grant Assurances shows a fundamental misunderstanding of the FAA's role and scope of authority in ensuring compliance with 49 U.S.C. § 47107 and the resultant Grant Assurances. Myriad other issues exist in the City's response, but above all, we are most concerned that the City misunderstands its obligations under 49 U.S.C. § 47107 and the FAA's role.

Analysis

1. Cost Recovery Principles and FAA Grant Assurances 22 and 24

The City states that it seeks to implement landing fees in a manner that complies with cost recovery principles in the longstanding Policy Regarding Airport Rates and Charges.[3] The City expects the FAA to believe that its decision to implement fees that will disproportionately impact flight schools is somehow not discriminatory because it is consistent with an acceptable cost center allocation approach. It further alleges that it complies with Grant Assurance 24 because it is maintaining a fee and rental structure that will render Falcon Field Airport as self-sustaining as possible under current circumstances.

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[1] The undersigned are aware that the FAA has many tools at its disposal for ensuring compliance with grant assurances that apply to airports that receive funding pursuant to 49 U.S.C. ch. 471. We respectfully request the FAA consider issuing a cease-and-desist letter to the Airport, requiring it to decline to collect fees unless it establishes compliance.

[2] The City adopted the landing fees on March 23, 2026, following a letter that counsel for CAE Phoenix Aviation Academy, LLC, sent to the City Attorney, expressing concerns regarding the rate methodology and other compliance questions concerning the then-proposed fees. The City did not pause the vote, stating at the City Council meeting that it had verified the fees were consistent with FAA Grant Assurances, based on counsel's review. The City now, blaming the additional need on external counsel, seeks an additional 90 days to reassess its rate methodology, pending additional review by counsel. The City's external counsel, a sophisticated law firm, has already had over 95 days to review the City's records and analysis.

[3] 78 Fed. Reg. 55330 (Sept. 10, 2013).

The record produced to date does not support those conclusions. The adopted fee structure inevitably places a disproportionate burden on flight-training operations, particularly because it charges repetitive fixed-wing touch-and-go landings while creating exemptions that materially benefit other categories of users. The undersigned provide an attached exhibit—which includes a quote from the City Councilmember who spearheaded the effort to charge landing fees by the decision on March 23, 2026—as evidence that Councilwoman Goforth discussed landing fees in the context of community noise concerns and reducing flight-school activity. The FAA need not resolve motive at this stage to conclude that the City has not yet produced the cost-causation analysis necessary to justify the adopted structure.

Financially Self-Sustaining

The City's contention that its decision is consistent with Grant Assurance 24 because the Airport must function in a financially self-sustaining manner hinges on whether the City can show that it indeed needs the funding that it expects from landing fees. Title 49 U.S.C. § 47107(b), as interpreted by FAA policy, FAA Grant Assurances, and longstanding FAA decisions under 14 C.F.R. part 16, unequivocally establishes that when establishing *new* fees, airport owners and operators must not seek to create revenue surpluses that exceed the amounts to be used for airport system purposes and for other purposes.[4] This provision sets forth a logical sequence: an airport must first undertake analyses to determine the appropriate fee to ensure the accumulation of revenue will not create an impermissible surplus. Such analyses must be transparent and available to aeronautical users who will pay the fee.

Here, we have no information that indicates the City conducted such analyses to establish the rate. Instead, the City contends, "the complainants do not allege, and have no factual basis to allege, that the City is accumulating surplus aeronautical revenues." The use of present tense in this statement indicates the City misunderstands the requirement: the City must engage in analyses *prior to* adopting a rate methodology that will ensure it will not impermissibly accumulate a surplus.[5] While the City cites FAA Policy Regarding Airport Rates and Charges to justify its use of a cost allocation model, the City curiously ignores sections of the Policy that state that revenues from fees imposed for use of an airfield must not exceed the costs to the airport proprietor of providing airfield services and assets unless affected aeronautical users agree or unless a corresponding reduction in other fees is part of the model.

This lack of adherence to the required sequence renders the undersigned unaware of the actual methodology the City used in determining the rate it adopted on March 23. FAA policy states that allowable costs subject to aeronautical use allocation must be allotted by way of a transparent, reasonable, and not unjustly discriminatory rate-setting methodology.[6] Adoption and

[4] 78 Fed. Reg. at 55335.
[5] 49 U.S.C. § 47107(b).
[6] Policy Regarding Airport Rates and Charges, 78 Fed. Reg. at 55335 (Sept. 10, 2013). A rate-setting methodology might consist of a compensatory, residual, hybrid or other permissible methodology. The City has not entered into an agreement with the flight schools to utilize a residual methodology and has not provided the requisite information

use of a permissible methodology entails calculating the appropriate rate base. For such a calculation, FAA policy states that airport proprietors must employ a reasonable, consistent, and transparent (that is, clear and fully justified) method of establishing the rate base and adjusting the rate base on a predictable schedule.[7]

Contrary to FAA policy, the City has failed to articulate the rate base at all. Instead, the City relies on the general statement that cost centers are permissible. At the same time, however, the City states it needs additional time to reevaluate its chosen methodology. The City further acknowledges that it lacks data for other cost centers. For instance, concerning hangar rentals, the City stated it cannot determine whether the fees it recovered are sufficient to offset its expenses in maintaining the hangars because it "tracks financials by fiscal year" and did not track expenses attributable to hangar use prior to Fiscal Year 2024/2025, when it established cost centers. That response raises a substantial question whether the City established accurate rate bases for the airfield and for other cost centers, including hangar and tie-down fees.[8]

Overall, the record does not demonstrate that the City completed the analysis required to adopt a suitable methodology and whether, in using such methodology, the rate might be subject to change. The City repeatedly asserts that its cost-center approach demonstrates the need for landing fees and that Grant Assurance 24 requires the Airport to be financially self-sustaining. But the City has not provided finalized records showing how it estimated recoverable costs, excluded costs paid through federal or state grants, allocated costs across user groups, or determined that the landing-fee revenue would not exceed recoverable airfield costs. Without that information, the FAA and airport users cannot verify whether the costs are appropriately allocated in accordance with FAA policy.

The City's response also leaves unresolved airport revenue and non-aeronautical accounting issues that FAA should require the City to address before implementation. The City acknowledges missing FAA approval or deposit documentation for certain historical land transactions, states that audited financial reports do not separately identify citrus-grove revenues or expenses, and states that audited financial reports do not separately identify non-aeronautical revenues or expenses. Those gaps matter because the City's rate structure depends on distinguishing airfield, hangar/tie-down, ground-lease, and non-aeronautical costs and revenues.

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indicating use of such a model, yet its rate structure indicates that airfield users will undertake the risk of paying more per landing if airport users' operations decline. Such a methodology, in the absence of negotiation or agreement with airfield users, defies FAA guidance and the 2013 Policy Regarding Airport Rates and Charges.

[7] *Id.* at 55333.

[8] The City's response at Attachment D includes a Hangar/Tie Down Revenues & Expenses Summary document, which contains FY22/23 Actual figures. The expenditures include maintenance and repair, direct and indirect costs "paid to Gen Fund," utilities, capital improvement projects (alongside a note that such costs do not include costs paid with grant funding), and personnel costs, all of which amount to $1.9 million. The revenues listed on the document include rent and fees that amounted to $1.6 million. The information on Attachment D, therefore, appears relevant to the City's calculation of a rate base.

Pavement and Maintenance Costs

The fact that the City contends that pavement refurbishment is necessary undermines even further its contention that it has complied with Grant Assurances 22 and 24. For improvement projects that involve pavement repair, the FAA expects careful analysis of the condition of the pavement itself and repairs that it will need. The City has not established that it has fulfilled its obligation to complete the necessary analysis and, using an acceptable methodology, charge a rate that is commensurate with the need for pavement repair.

The gaps in the necessary analyses are troubling. The City's basis for enacting the landing fees in the first place is its conclusion that the Airport will experience a budget shortfall due to the pressing need to address pavement degradation. Under FAA guidance, the City must identify causes of pavement distress and outline specific repair methods.[9] The FAA expects airports to prepare and maintain records of all inspections and maintenance performed on pavement, which should document existing distresses, locations, probable causes, remedial actions required and follow-up inspections or maintenance.[10] FAA guidance further identifies a litany of potential causes of pavement distress, which include aircraft loads in addition to many other factors. Given the wide span of causes of degradation, the FAA recommends airports maintain a comprehensive PMP that includes measurements that clearly indicate structural performance.[11] An airport's PMP is not only critical for ensuring safety, but also because it is a key resource for setting priorities and schedules, allocating resources, and budgeting for pavement maintenance and rehabilitation.[12]

In addition, FAA Advisory Circular 150/5370-12C requires submission of a Quality Management Program (QMP) for airport construction programs that involve pavement costs that exceed $500,000. The QMP must include procedures for completing an array of inspections and tests, as well as procedures for determining that testing laboratories meet industry consensus standards and for ensuring tests are taken in compliance with the program, documented daily, and that proper corrective actions are taken where necessary. Additional requirements apply upon completion of the project. Based on the City's lack of detailed information that formed the basis for its conclusion that pavement repair was necessary and that landing fees are the sole means of accomplishing the repairs, the undersigned parties question the City's ability and willingness to complete repairs in accordance with a requisite QMP. Moreover, the City urges quick implementation of the landing fees and is unwilling to delay the collection of funding, ostensibly

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[9] FAA Advisory Circular 150/5380-6C (2014) (stating that "[t]he primary component of any [pavement management program (PMP)] is the ability to track a pavement's deterioration and determine the cause of the deterioration. This requires an evaluation procedure that is objective systematic, and repeatable")

[10] *Id.* at ¶ 4.2.2.

[11] FAA Advisory Circular 150/5380-7B (2014).

[12] *Id.* at ¶ 2.0. *See also* ¶ 2.2, which states a PMP should include procedures to determine budget requirements to meet management objectives, such as maintenance and repair budget required to keep a pavement at a specified pavement condition index (PCI) level or improve to a target PCI level.

to address pavement degradation immediately, further indicating that it might not be prepared to produce and maintain an appropriate QMP.

The City has not shown or discussed its compliance with the applicable Advisory Circulars and has not produced sufficient records establishing that charging the landing fees established by its March 23 decision is the sole or even preferable solution to addressing pavement degradation on the airfield. Instead, as stated in the CAE and Thrust Flight complaint, the Airport Manager has merely opined that the airfield is unsafe because the pavement is in poor repair, without citing data or providing necessary information to establish that pavement repair is necessary, how much and what type of repair must occur, and how the anticipated landing fee amounts received will pay for the cost of such repair without creating a revenue surplus. The City provided a series of unlabeled records concerning pavement costs, which consist of both maintenance costs and plans for reconfiguration of a taxiway. The relation of the records to the landing fee schedule that the City adopted is ambiguous. Of the general pavement maintenance costs and totals listed in one record, the City estimates the following approximate total amounts:[13]

- FY 26/27: $1.1 million
- FY 27/28: $1.4 million
- FY 28/29: $1.4 million
- FY 29/30: $1.5 million
- FY 30/31: $1.5 million

The annual amounts above are each divided between the hangar cost center and the airfield cost center, yet the preceding record indicates that some work on certain hangar rows and taxilanes is subject to a combined cost.[14] Overall, the City's basis for the totals above, and the corresponding fee amounts it plans to charge to address these costs, is unclear at best. The City stated that it did not perform an analysis to evaluate the proportion of aircraft loading deterioration attributable to the specific aircraft as categorized in its fee structure, but states that "[e]ven if such analysis were performed, it would be of limited use because aircraft load is a relatively insignificant factor in pavement deterioration at FFZ."[15]

The City's assertion that the chosen rate is appropriately attributable to the use of the airfield is inconsistent with prior FAA decisions and with the facts as we know them. When the FAA requested the City explain its analysis of causes of pavement deterioration, the City answered that "climatic conditions . . . are the predominant cause of pavement deterioration at FFZ" and that aircraft load is a "relatively insignificant" factor in pavement deterioration at the Airport.[16] If aircraft operational factors are insignificant, then the City must explain its rationale for

[13] City's Response at Attachment S. The amounts shown are rounded to the nearest tenth for ease of review.
[14] City's Response at Attachment R (listing, in certain line items, cost totals for work on both taxiways and hangar lanes within the same line item).
[15] City's Response to FAA Questions, Attachment A at question no. 17.
[16] *Id.*

exempting certain aircraft from the landing fees. The City takes time to explain the obvious fact that rotorcraft require a smaller takeoff and landing surface than fixed wing aircraft, yet it blames pavement degradation on environmental conditions alone. Such a contention undermines the City's chosen exemptions from its landing fee rates. And perhaps more importantly, it is plainly inconsistent with FAA guidance and prior FAA decisions.[17]

Based on the foregoing, the undersigned implore the FAA to take action to ensure the landing fees, as adopted, do not take effect. The City admits that it needs additional time to undertake an analysis that it should have already completed, and that such analysis might render the part 13 complaints moot. The undersigned request that the FAA require the City to delay implementation of the fees and complete a detailed analysis, to be provided to the FAA. Such a result is the only means by which the undersigned and other users of the airfield, as well as the FAA, can have confidence that the City is fulfilling its obligations under 49 U.S.C. § 47107 and its resultant Grant Assurances.

2. **Unjust Discrimination**

The City's statements to the public, its adoption of landing fees in a manner that does not show that its rate is based on an acceptable methodology, and its disregard of FAA concerns, all indicate that the City has one goal in mind: it seeks to restrict or remove flight schools from the Airport. It is fundamental that aeronautical fees must not unjustly discriminate against aeronautical users or user groups.[18] When fees are at issue, the law is clear: the portion of shared costs allocated to aeronautical users must not exceed an amount that reflects the respective aeronautical purposes and proportionate aeronautical uses of the facility.[19]

Fees must be proportionally calculated, and subject to a transparent methodology, because they can be used as discriminatory tools. In *Investigation into Massport's Landing Fees*,[20] the administrative law judge concluded:

> It appears to me that when Massport restructures its fees to effect a threefold increase in landing fees on a group of users that documents show it intends to get rid of by making fees prohibitively high, while simultaneously reducing the fees

[17] *Bombardier Aerospace Corp. Dassault Falcon Jet Corp. v. City of Santa Monica*, Docket No. 16-03-11 at 8 n.49 (Director's Determination) (stating asphalt pavement "deteriorates due to applied loads that induce stress in the various pavement layers *and* due to environmental [effects], which weaken or modify the layer properties" (emphasis added)).

[18] 49 U.S.C. § 47107(a)(1); Policy Regarding Airport Rates and Charges, 78 Fed. Reg. 55330, 55335 (Sept. 10, 2013); FAA Order 5190.6C, Airport Compliance Manual at Part IV, Ch. 9 (Feb. 20, 2026).

[19] *Bombardier Aerospace Corp. Dassault Falcon Jet Corp. v. City of Santa Monica*, Docket No. 16-03-11 at 15 (2005); FAA Policy Regarding Airport Rates and Charges, 78 Fed. Reg. 55330, 55334 (Sept. 10, 2013).

[20] Docket No. 13-88-2, 1988 WL 1568356, at *24 (Nov. 10, 1988) (ALJ Recommended Order), *aff'd in relevant part in* Opinion & Order (Dec. 22, 1988). In affirming the administrative law judge's order, the Deputy Secretary explained that penalizing smaller aircraft through disproportionate fees "goes beyond a fair and reasonable action to effect the legitimate recovery of costs, and clearly crosses over into an area which is inconsistent with Massport's federal grant assurances to keep the airport open and available for public use to all classes of aeronautical users on fair and reasonable terms." Docket No. 13-88-2, Opinion & Order, at 9 (Dec. 22, 1988).

> for other groups it favors, one does not have to look much beyond this for further explanation.

The *Massport* conclusion was based on review of records such as an Airport Director's memorandum to himself in preparation for a meeting and internal memoranda to staff. A reliance on such internal records contradicts the City's implication that the records the undersigned have submitted are not worthy of consideration. The undersigned further note that the attached record includes a City Councilmember's statement that she planned to prioritize "making Falcon Field a business aviation airport instead of being 'the flight school capital of America.'"[21] As such, the factual record here is reminiscent of that in *Massport*. The City's attempt to disregard this evidence is simply illogical: the City expects the FAA to believe that it needs significant funding to address a serious maintenance issue, which just so happens to be occurring at a time when residents have recently moved to areas close to the Airport and have expressed concerns about noise.

The undersigned recognize that Grant Assurance 22 permits reasonable distinctions among aeronautical users.[22] But those distinctions must be supported by a transparent and reasonable rationale. The distinctions that the City has articulated as justifications for its exemptions from the fee schedule are not only devoid of rationale but are also uniquely troubling. The undersigned respectfully disagree with the City's contention, at Attachment A, Question 14 of its response, that it considered other, similar airports' fee schedules.

The City's response also refers to Attachment K, which oddly consists of a listing of 17 airports, all of which are simply not comparable to Falcon Field Airport and do not have fee structures that are analogous in any way to the disputed fee schedule here, as 14 of the 17 would exempt based flight training schools. Of the airports listed on Attachment K, only those within close proximity to extremely congested Class B airspace charge landing fees to flight schools; accordingly, the volume of flight school training operations at those airports is significantly less than the volume at Falcon Field. This distinction is notable because it highlights the absence of a fulsome analysis from the City: absent from the City's response or Attachment K is a discussion of whether flight schools' training operations at Teterboro (NYC Class B), Dallas Love Field (DFW Class B), and Jacksonville (Class C) are subject to agreement with the local FAA air traffic facility concerning their operations. Such an analysis would further establish the contrast between the aforementioned commercial airports and Falcon Field.

In addition, Attachment K inexplicably includes large commercial airports such as San Antonio International Airport, Dallas Love Field, "Jacksonville, FL" and "Phoenix, AZ," without clarifying whether the list item refers to Phoenix Sky Harbor International Airport or Phoenix Deer Valley Airport. Most importantly, not only are the cited airports not comparable, but they

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[21] Exhibit A, *2 of 3 Mesa Council Seats will see Primary Battles*, Mesa Tribune (Mar. 30, 2026).
[22] Policy Regarding Airport Rates and Charges, 78 Fed. Reg. 55330, 55335 (Sept. 10, 2013).

are further indication that the fee structure that the City now seeks to implement is unlike any other fee structure at an airport receiving funding under the Airport Improvement Program.[23]

Overall, the City levies conclusory statements that it is not burdening flight schools in particular; however, it does not exclude touch-and-go landings, which are a critical aspect of flight training. The exemptions in the adopted fee structure further validate that the City intends to curtail flight schools' operations. But perhaps the most significant factor from which the City simply cannot hide is its Councilmembers' own remarks about the desire to halt operations of flight schools at the Airport. Such a cavalier attempt to disregard a fundamental tenet of airport compliance law shows the City misunderstands its obligations under 49 U.S.C. § 47107.

3. **Consultation with Airport Stakeholders About the Proposed Landing Fees**

The City also disputes the undersigned flight schools' evidence, consisting of numerous email records, that the flight schools did not have an opportunity to engage in meaningful dialogue concerning the landing fees prior to the City's adoption of them. The City refers to website postings and online meetings as evidence of stakeholder outreach. As evidenced by the attached declaration of a flight school representative in attendance,[24] these meetings functioned as lectures of what was going to happen rather than engagement. All Airport stakeholders' questions were met with evasive and non-substantive responses from the airport director. Furthermore, consultation is meaningful only if affected users receive adequate information to evaluate the justification for the proposed charges and a fair opportunity to address the methodology before adoption. The City's own response on July 2, 2026, indicates that material aspects of the methodology remain under review, which calls into question whether the pre-adoption consultation process could have been sufficient. Certain meetings the City held only consisted of closed door discussions and gatherings of a select focus group that consisted of residents, Airport business representatives who will be paying little—if any—landing fees, a pilot who is a tenant at the Airport, and Airport and city staff. The focus group did not consist of based flight schools that are important stakeholders of the Airport and who will be paying the vast majority of the landing fees, nor did it include representatives from groups such as the Aircraft Owners and Pilots Association (AOPA), Arizona Pilots Association, and the Aviation Safety Advisory Group of Arizona.

In addition, the City's response ignores the multiple requests for meetings that it received not only from the undersigned flight schools, but also from AOPA, the Arizona Pilots Association, and the Aviation Safety Advisory Group of Arizona in March 2026, prior to the City's vote to adopt the fees. Letters from these groups expressly requested that the City not only meet, but also establish, a Falcon Field Advisory Board, to collaborate and hear ideas from all types of stakeholders, including residents. The recommendation of creating a Board included a listing of important topics to address all stakeholders' concerns and ensure the City had undertaken the

[23] Exhibit B, *Analysis of Airports Listed in Attachment K.*
[24] Exhibit C, *Declaration of Brent Crow.*

requisite review of its financial data to ensure that it would adopt an acceptable rate methodology.

Furthermore, the supposed "demand" for a "closed door meeting" referenced in Section 4 of the City's letter is patently false. The undersigned flight schools did not request a "closed door meeting." In fact, representatives of the flight schools did not learn that any such meeting would be private until they arrived at the meeting and found only City Councilwoman Goforth, the Mayor, and the Airport Director.

The lack of meaningful consultation and correspondence not only prompts questions concerning the Airport's compliance with FAA guidance that addresses consultation, but also indicates the City rushed in deciding to levy landing fees. Further proof of this rush to vote on March 23 is evident from the City's responses to the undersigned flight schools' requests for records that should already be readily available. On April 17, 2026, CAE Aviation Academy Phoenix, LLC, requested records under Arizona statutes governing public disclosure of records, yet has received only indications that the City is trying to search and produce the records. Overall, the rushed manner and the absence of discussion with stakeholders indicate the City had an agenda all along: to halt flight schools' operations at the Airport.

4. **Airspace Safety**

Equally alarming in the City's response is its overt disregard for the FAA's authority and responsibility for ensuring aviation safety. The City's dismissive statements that the undersigned flight schools' concerns about airspace congestion and safety are merely speculative and are entirely unrelated to the City's compliance with 49 U.S.C. § 47107 again indicate a fundamental misunderstanding of the FAA's role and its comprehensive responsibility. The City's response that "concerns about airspace management and congestion are not valid bases to disallow the City's landing fees" indicates it does not believe that the FAA can take action to address safety. In stark contrast, the FAA's principal responsibility from which almost all operational regulations flow is to ensure safety and efficiency in the airspace.[25] Time and again, courts have confirmed that the FAA maintains authority to ensure the requisite level of safety, which the agency accomplishes in an admirable manner, given that the national airspace system consists of the most complex and congested airspace in the world.[26] The fact that the City misunderstands the FAA's role is alarming and indicates it should, at a minimum, work with the agency to ensure compliance when it comes to managing the Airport.

The undersigned flight schools continue to have grave safety concerns about how the landing fees would affect the level of congestion in the airspace around the area. Implementation of the

[25] 49 U.S.C. §§ 40101(d), 40103(b) and 44701.
[26] *Bargmann v. Helms*, 715 F.2d 638, 642 (D.C. Cir. 1983) (stating the FAA has plenary authority to make and enforce safety regulations governing design and operation of civil aircraft in order to ensure the maximum possible safety); *see also Flyers Rights Educ. Fund, Inc. v. Fed. Aviation Admin.*, 864 F.3d 738, 741 (D.C. Cir. 2017); *Wallaesa v. Fed. Aviation Admin.*, 824 F.3d 1071, 1079 (D.C. Cir. 2016).

landing fees will undermine the FAA's intent in designating the Airport as a reliever airport because the fees will drive away general aviation traffic, such as flight schools and small private aircraft, rather than keeping it in furtherance of ensuring reduction in congestion at primary hubs. As addressed in the FAA's recent public meetings concerning use of performance-based navigation at Phoenix Sky Harbor International Airport, the FAA is keenly aware that congestion in the airspace of the Phoenix area is significant and will continue to grow.[27]

Perhaps the most concerning aspect of the City's response is that it shows the City's myopic focus on addressing only rate setting methodology and creating a justification for the landing fees. The City disregards the collaborative process in which it should have engaged with the FAA when first contemplating the fees. But in lieu of working with the FAA to address the agency's concerns as expressed in the letter from FAA Director of Office of Compliance and Management Analysis Michael Helvey on April 13, 2026, the City has, in its July 2 response, indicated that it questions Mr. Helvey's ethics in sending such a letter. The City clearly does not understand that the FAA has an obligation to work with airport sponsors in counseling them to ensure compliance with FAA grant assurances. Indeed, the FAA may prompt its own investigation in the absence of a complaint from an external party under 14 C.F.R. part 16.[28] This misunderstanding of the FAA's comprehensive role is concerning and indicates the City should, at a minimum, work with the FAA to achieve compliance at the Airport.

As frequent users of the airspace in the Phoenix area, the flight schools would be subverting their duty of ensuring safety in their operations if they did not express concern about the effects the landing fees will have on safety. In fact, 14 C.F.R. part 13 exists in part for this precise objective. Users of the airspace who have safety concerns may reach out to the FAA—and, in practice, frequently do so—to notify the FAA of such concerns. The undersigned flight schools reiterate their request that the FAA undertake a comprehensive safety review, as contemplated by FAA Safety Risk Management framework, to ensure that the fees' effect on traffic in the airspace will not present risk.[29]

5. **Use of ADS-B Data**

The City further takes issue with the undersigned flight schools' assertion that automatic dependent surveillance-broadcast (ADS-B) is intended for safety, rather than collection of fees. The City has stated that it had to delay the date of implementation of the landing fees because it needed time to procure services from a vendor that will use ADS-B Out. Disregarding the

[27] Community Engagement – Phoenix, East Valley Airports (May 20, 2026), *available at* https://www.youtube.com/live/Y5q02PKD_lw?si=sZvq9bUjVErnFQZU; see also East Airports Workshop Proposed Procedure Boards.
[28] 14 C.F.R. § 16.101.
[29] 49 U.S.C. § 46101(a); FAA Safety Risk Management Guidance (June 2024); FAA Order 8040.4C, *Safety Risk Management Policy* (Sept. 29, 2023).

legislative intent of the ADS-B Out mandate, the City simply states that its planned use of ADS-B is appropriate and that it will proceed.

The City appears to be unaware of the debate currently underway in Congress to ban the use of ADS-B Out for purposes of collecting landing fees. Under the Airspace Location and Enhanced Risk Transparency Act of 2026, use of ADS-B data for imposing fees would be prohibited.[30] This unawareness further undermines the City's stated rationale for the landing fees: while asserting that pavement maintenance must occur in short order because the airfield is unsafe and that it lacks funding to make necessary repairs, the City does not have a plan for a potential prohibition on use of ADS-B data for purposes of charging fees. Such a lack of implementation planning, while contending that (1) immediate repair is necessary, (2) charging landing fees are the "only viable" manner in which the City can make such repairs, and (3) the City is not willing to delay its implementation pending FAA review, shows that the City has rushed to a decision in charging fees and that its motive is to remove flight schools from the Airport altogether.

6. **Delay in Implementation**

Notwithstanding the FAA's explicit request that it delay implementation of the fees until the FAA concludes its part 13 investigation, the City refuses to delay implementation of the fees, yet at the same time assumes that it can undertake a *post hoc* 90-day review of financial and budget records in an attempt to justify its unanimous decision to charge fees. It further states that it unilaterally has decided to reserve the opportunity to amend its response based on review by its counsel to "reevaluate the landing fee methodology." Such an approach is not only unusual but establishes that the City simply did not conduct a thorough evaluation prior to enacting the fees.

Although the undersigned are relieved that the fees will not take effect immediately, the uncertain implementation timeline continues to create substantial planning uncertainty for flight schools and other airport users. The undersigned therefore request that FAA require a clear suspension of implementation pending FAA's review and any additional City submission, rather than allowing the City to proceed based on an incomplete or evolving methodology. The undersigned request that the FAA consider this aspect as it evaluates the City's compliance with 49 U.S.C. § 47107, FAA Grant Assurances and guidance, and implementing policy decisions.

Conclusion

The FAA is responsible for conducting a comprehensive investigation of the City's rate methodology and compliance with FAA Grant Assurances under 49 U.S.C. § 47107: the undersigned request the FAA do so while considering the statements the City has made that indicate its motive is to curtail flight schools' operations and the City's assumption that it can take even more time and amend its response to complete analyses that it should have completed months ago. The undersigned continue to respectfully request that the FAA advise the City to:

[30] Airspace Location and Enhanced Risk Transparency Act of 2026 ("ALERT Act"), H.R. 7613 at § 105(a)(1), 119th Cong., 2d Sess. (Feb. 20, 2026).

(i) postpone the fees' effective date pending a thorough FAA review of the City's compliance with FAA Grant Assurances; (ii) immediately produce final rate-base and cost-allocation workpapers; (iii) immediately produce a user-group cost-causation analysis for fixed-wing training, based/itinerant, ≤6,000 lbs./>6,000 lbs., and exempt/non-exempt landings; (iv) immediately quantify and justify each exemption; (v) immediately provide ADS-B billing and dispute protocols; and (vi) if the FAA decides to honor the City's self-authorized extension, require the City to provide all documentation the City's counsel intends to review (including documentation to sufficiently verify airport-revenue, land-proceeds, citrus-grove, and nonaeronautical accounting treatment) during this period. These asks track FAA's own April 23 and May 28 requests and FAA's policy requirements for fair, reasonable, transparent, and non-unjustly discriminatory aeronautical fees. It should be noted that the City's external counsel should not be creating materials at this point, but solely examining *existing materials* that influenced the City's March 23, 2026 decision.

The undersigned appreciate your attention to this, and we remain available to discuss any aspects of our correspondence at your convenience.

Sincerely,

David Morse

David Morse
Director of Operations
CAE Phoenix Aviation Academy

Patrick Arnzen
Chief Executive Officer
Thrust Flight Properties, LLC

https://www.themesatribune.com/news/2-of-3-mesa-council-seats-will-see-primary-battles/article_79310392-9ed4-4610-80e4-e596365df3e2.html

2 of 3 Mesa Council seats will see primary battles

Tribune News Staff
Mar 30, 2026

Voters will see contested races in two of the three Mesa City Council districts up for election July 21 as the deadline to submit petition signatures passed last week.

To qualify for the primary, candidates had to each submit 250 signatures from registered voters in the district. If candidates fail to win their seat July 21 with a majority vote, the two candidates with the highest number of votes will face off in the Nov. 3 General Election.

Two of the three Mesa council primary races are contested.

Unlike in 2022 when she first ran unopposed in District 5, Councilwoman Alicia Goforth has a battle on her hands this time around. The northwest Mesa representative must fend off challenges from Ryan Blakeman, Danny Hart, Amanda Jones and Aleks Vranicic.

Goforth previously worked as a corporate lawyer. At a council retreat in February, she said her priorities included building a city that people want to live in and making Falcon Field a business aviation airport instead of being “the flight school capital of America.”

Blakeman, who grew up in District 5, is the CEO of Lokahi Teams and is a Software Solutions executive. A youth coach, his priorities include safe neighborhoods, strong emergency response, investment in safe parks, recreation and community spaces and job creation and innovation.

He also is married to Jamie Blakeman, who serves on Mesa's Planning and Zoning Board.

Hart, a self-described progressive, is a part-time substitute teacher at Mesa Public Schools. He's a former business and real estate trial lawyer and Realtor.

His platform includes wanting to make Mesa "more affordable, more accountable, and more united."

Vranicic's platform includes prioritizing balanced budgets, cutting wasteful spending, backing public safety with resources they need and slowing down high-density developments and increasing the stock of single-family homes for sale.

So far, he's garnered a number of endorsements, including from state Sen. David Farnsworth and state Rep. Justin Olson, both of Mesa, Maricopa County Recorder Justin Heap and Mesa Public Schools Governing Board member Sharon Benson.

Jones did not have a campaign website last week.

District 4, which covers downtown and south of downtown, is guaranteed a new face on the dais as Councilwoman Jenn Duff is termed out after serving eight years. There, Ray Johnson and Nick Willis face off after Jason Mercier and Matthew Morales withdrew their statements of interest for the seat.

Johnson is a personal injury attorney with his own firm and is also a developer, according to his campaign website. He supports growth that doesn't raise taxes, building strong communities and making Mesa a place where entrepreneurs can succeed.

Willis is the government affairs manager at National Strategies, a consulting firm. His priorities include more housing options, growing the local economy and investing in education and work opportunities. He's secured the endorsement of Councilman Francisco Heredia, who represents west Mesa.

District 6 Councilman Scott Somers, who represents southeast Mesa, is assured a second four-year term July 21 as he is unchallenged. C. Adam Windess II could not collect the required valid signatures.

Somers, a retired Phoenix firefighter, previously served on the council from 2006 to 2015 until he was termed out. After a break, he ran again for council in 2022.

Some of his accomplishments in his current term include opening the new Gateway Library, breaking ground on a new public safety facility and quality job growth and retail development starting to take root.

He cited as one of his top priorities, bringing more quality jobs to his district. Mayor Mark Freeman has endorsed him.

It’s not too late to jump into the race though. The deadline to file as a write-in candidate for the primary is 5 p.m., May 22.

To be eligible to run, a person must be a qualified elector and has lived in Mesa in the district the seat is in for at least two years immediately preceding filing nomination papers.

Candidates are not eligible to file as a write-in if they previously filed a nomination petition for the same office in the current primary but failed to submit the minimum number of required signatures, withdrew after a legal challenge was filed or was removed from the ballot or ruled ineligible by a court.

The last day for residents to register to vote in the primary is June 22.

Council seats are nonpartisan and are for four years. The position pays $44,707 a year and comes with a $350 a month car allowance and $100 monthly phone allowance.

Exhibit B

Airport	Class Airport	Airline Ops	Reference	Landing fee details	Fee for <=6,000 lbs	CAE Actual	Notes	3rd Party Collector
Glendale, AZ	D		Airport Rates & Fees | City of Glendale, AZ	Single: $3.00; Twin: $5.00; Jet: $7.00; $50/mo/aircraft	$3.00	$ -	Part 135 only -flightschool aircraft conducting training operations would be exempt.	PlanePass
Oxford Airport, CT	D		Microsoft Word - WebPage Rate Sheet (GA-FY25).docx	<=6,000 lbs = $15; >6,000 lbs=$2.75/1,000 lbs MLW	$15.00	$ -	Based Aircraft Exempt -based flightschool aircraft conducting training operations would be exempt.	
Groton-New London, CT	D		Microsoft Word - WebPage Rate Sheet (GA-FY25).docx	<=6,000 lbs = $15; >6,000 lbs=$2.75/1,000 lbs MLW	$15.00	$ -	Based Aircraft Exempt - based flightschool aircraft conducting training operations would be exempt.	
Brainard, CT	D		Microsoft Word - WebPage Rate Sheet (GA-FY25).docx	<=6,000 lbs = $15; >6,000 lbs=$2.75/1,000 lbs MLW	$15.00	$ -	Based Aircraft Exempt - based flightschool aircraft conducting training operations would be exempt.	
Windham, CT	Uncontrolled		Microsoft Word - WebPage Rate Sheet (GA-FY25).docx	<=6,000 lbs = $15; >6,000 lbs=$2.75/1,000 lbs MLW	$15.00	$ -	Based Aircraft Exempt - based flightschool aircraft conducting training operations would be exempt.	
Danielson, CT	Uncontrolled		Microsoft Word - WebPage Rate Sheet (GA-FY25).docx	<=6,000 lbs = $15; >6,000 lbs=$2.75/1,000 lbs MLW	$15.00	$ -	Based Aircraft Exempt - based flightschool aircraft conducting training operations would be exempt.	
Pennridge, PA	Uncontrolled		LANDING FEES | Pennridge	$2.50/1,000 lbs MLW; $5.00 min./landing	$15.00	$ -	Based Aircraft Exempt - based flightschool aircraft conducting training operations would be exempt.	PlanePass
Santa Monica, CA	D		santamonica.gov - Santa Monica Airport Landing Fees	$2.56/1,000 lbs MGLW	$15.36	$ -	Based Aircraft Exempt - based flightschool aircraft conducting training operations would be exempt.	PlanePass
Kissimmee, FL	D		Landing Fees | Flykissimmee	$3.00/1,000 MLW; 1 free landing/day < 5,000 lbs	$18.00	$ -	Based Aircraft Exempt- based flightschool aircraft conducting training operations would be exempt.	PlanePass
San Antonio Intl, TX	C	Yes	General Aviation - San Antonio International Airport	<6,000 lbs=$20; $3.50-4.50/1,000 lbs MLW up to 49,999 lbs	$20.00	$ -	Based Aircraft Exempt- based flightschool aircraft conducting training operations would be exempt.	PlanePass
Teterboro, NJ	D		scheduleofcharges-teb.pdf	<=6,000 lbs MGTW=$21.25; 6,000-12,999 lbs MGTW=$31.25; 12,500-79,999 lbs MGTW=$4.38/1,000 lbs	$21.25	$ 21.25		
Jacksonville, FL	C	Yes	AppendixI.pdf	$4.83/1,000 lbs	$28.98	$ 17.14		
Dallas Love Field, TX	B	Yes	Landing Fees | Dallas Love Field Airport	$7.57/1,000 lbs MLW for GA	$45.42	$ 19.30		
Phoenix, AZ	B		PHOENIX SKY HARBOR INTERNATIONAL AIRPORT	$2.97/student flight hour; Commercial <=12,500 MGLW=$100/mo/aircraft; >12,500 MGLW=$250/mo/aircraft		$ -	No landing fees for less than 12,500- flightschool aircraft conducting training operations would be exempt.	
Scottsdale, AZ	D		Scottsdale Airport/Airpark Rates and Fees Schedule	Transient >12,500 lbs = $1.50/1,000 lbs MCTW		$ -	No landing fees for less than 12,500 - flightschool aircraft conducting training operations would be exempt.	
Mesa Gateway	D	Yes		<=12,500 lbs=Does not charge non-revenue & flight training aircraft		$ -	Flight Training Exempt	
Chandler	D			Does not charge landing fees		$ -	No Landing Fees	

Exhibit C

DECLARATION OF BRENT CROW

I, Brent Crow, hereby declare as follows:

1. I am over the age of 18 years and am competent to make this Declaration. I have personal knowledge of the facts in this Declaration and will testify to their accuracy if called upon to do so.

2. I make this Declaration in response to the City of Mesa's response submitted to the Federal Aviation Administration on July 2, 2026 (the "**City's Response**"); specifically, I wish to address some of the points raised in the City's Response on the subject of meetings with interested members of the public concerning proposed landing fees at Falcon Field Airport.

3. The City's Response raises certain points relating to discussion that occurred at meetings that occurred, which I address to the best of my knowledge and belief below.

4. The City's Response states the City held fifteen meetings with aeronautical users regarding the proposed landing fees, on December 9, 10 and 16, and January 7, 8, 12 and 14. The City's Response further states that upon receiving feedback at those meetings, the proposed landing fee schedule was adjusted and re-published, after which a second series of eight meetings with aeronautical users were held in February and March 2026.

5. I attended the virtual meeting on December 10, 2025, convened by the City of Mesa and held via Zoom.

6. The meeting did not consist of collaboration. Rather, it was a lecture given by Airport Director Corynne Nystrom concerning the City's decided plan to implement landing fees.

7. The meeting I attended was a crafted briefing on the landing fee program to advise users of changes that would occur.

8. While users of the airport expressed concerns about landing fees and questioned the need for such fees, our concerns were not addressed by Director Nystrom. Instead, Director Nystrom indicated that this was the City's proposal that they would bring forward to the City Council Meeting in February, regardless of input received by those in attendance.

9. In response to questions at the meeting, Director Nystrom only answered questions from the public about the landing fee program that the Airport would institute.

10. Questions about the airport costs driving the need for landing fees and impacts on safety were ignored or were deflected with superficial answers. Responses to questions indicated the City Council had determined its plan to move forward with the landing fees, regardless of the community's concerns for the economic well-being of the airport community or the safety of the airspace.

11. I declare that the foregoing is true and correct to the best of my knowledge and belief.

Date: July 30, 2026

Brent Crow