

Calendar No. 563109TH CONGRESS
2^D SESSION**S. 3661****[Report No. 109-317]**

To amend section 29 of the International Air Transportation Competition Act of 1979 relating to air transportation to and from Love Field, Texas.

IN THE SENATE OF THE UNITED STATES

JULY 13, 2006

Mrs. HUTCHISON (for herself, Mr. CORNYN, Mr. INHOFE, and Mr. HARKIN) introduced the following bill; which was read twice and referred to the Committee on Commerce, Science, and Transportation

AUGUST 1, 2006

Reported by Mr. STEVENS, with an amendment

[Strike out all after the enacting clause and insert the part printed in *italic*]**A BILL**

To amend section 29 of the International Air Transportation Competition Act of 1979 relating to air transportation to and from Love Field, Texas.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. MODIFICATION OF PROVISIONS REGARDING**
2 **FLIGHTS TO AND FROM LOVE FIELD, TEXAS.**

3 (a) **EXPANDED SERVICE.**—Section 29(c) of the Inter-
4 national Air Transportation Competition Act of 1979
5 (Public Law 96–192; 94 Stat. 48 et seq.), as previously
6 amended by section 337 of Public Law 105–66, 111 Stat.
7 1447 (1997) and section 181 of Public Law 109–115, 119
8 Stat. 2430 (2005) is further amended by striking “carrier,
9 if (1)” and all that follows and inserting the following:
10 “carrier. Air carriers and, with regard to foreign air trans-
11 portation, foreign air carriers, may offer for sale and pro-
12 vide through service and ticketing to or from Love Field,
13 Texas, and any U.S. or foreign destination through any
14 point within Texas, New Mexico, Oklahoma, Kansas, Ar-
15 kansas, Louisiana, Mississippi, Missouri, and Alabama.”.

16 (b) **REPEAL.**—Section 29 of the International Air
17 Transportation Competition Act of 1979 (Public Law 96–
18 192; 94 Stat. 48 et seq.), as previously amended by section
19 337 of Public Law 105–66, 111 Stat. 1447 (1997) and
20 section 181 of Public Law 109–115, 119 Stat. 2430
21 (2005), and as further amended by subsection (a), is re-
22 pealed on the date that is eight (8) years after the date
23 of enactment of this Act.

1 **SEC. 2. TREATMENT OF INTERNATIONAL NON-STOP**
2 **FLIGHTS TO AND FROM LOVE FIELD, TEXAS.**

3 No person shall provide, or offer to provide, air trans-
4 portation of passengers for compensation or hire between
5 Love Field, Texas, and any point or points outside the
6 fifty (50) United States or the District of Columbia on
7 a non-stop basis, and no official or employee of the Fed-
8 eral Government may take any action to make or des-
9 ignate Love Field, Texas, an initial point of entry into the
10 United States or a last point of departure from the United
11 States.

12 **SEC. 3. CHARTER FLIGHTS AT LOVE FIELD, TEXAS.**

13 (a) IN GENERAL.—Charter flights (as defined in 14
14 C.F.R. 212.2) at Love Field, Texas, shall be limited to
15 destinations within the fifty (50) United States and the
16 District of Columbia and shall be limited to no more than
17 ten per month per air carrier for charter flights beyond
18 the States of Texas, New Mexico, Oklahoma, Kansas, Ar-
19 kansas, Louisiana, Mississippi, Missouri, and Alabama.

20 (b) CARRIERS WHO LEASE GATES.—Except for any
21 flights operated by any agency of the U.S. Government
22 or by any airline under contract to any agency of the U.S.
23 Government, all flights operated by air carriers that lease
24 terminal gate space at Love Field, Texas, shall depart
25 from and arrive at one of those leased gates.

1 (c) CARRIERS WHO DO NOT LEASE GATES.—Char-
 2 ter flights operated by air carriers that do not lease ter-
 3 minal space at Love Field, Texas, may operate from non-
 4 terminal facilities or one of the terminal gates.

5 **SEC. 4. AGREEMENT OF THE PARTIES.**

6 (a) IN GENERAL.—Except as provided in subsection
 7 (b), any actions taken by the City of Dallas, the City of
 8 Fort Worth, Southwest Airlines, American Airlines, and/
 9 or the Dallas-Fort Worth International Airport Board (re-
 10 ferred to in this section as the “parties”) that are reason-
 11 ably necessary to implement the provisions of the agree-
 12 ment dated July 11, 2006, and titled CONTRACT
 13 AMONG THE CITY OF DALLAS, THE CITY OF
 14 FORT WORTH, SOUTHWEST AIRLINES CO.,
 15 AMERICAN AIRLINES, INC., AND DFW INTER-
 16 NATIONAL AIRPORT BOARD INCORPORATING
 17 THE SUBSTANCE OF THE TERMS OF THE JUNE
 18 15, 2006 JOINT STATEMENT BETWEEN THE PAR-
 19 TIES TO RESOLVE THE “WRIGHT AMENDMENT”
 20 ISSUES, shall be deemed to comply in all respects with
 21 the parties’ obligations under all Federal laws, rules, or-
 22 ders, agreements, and other requirements.

23 (b) SAFETY.—Nothing in subsection (a) shall be con-
 24 strued to limit the jurisdiction of the Department of

1 Transportation and the Federal Aviation Administration
2 over aviation safety at Love Field, Texas.

3 (c) LOVE FIELD GATES.—The number of gates avail-
4 able for passenger air service at Love Field, Texas, shall
5 be reduced, as soon as practicable, to no more than twenty
6 (20) gates, and thereafter shall not exceed a maximum
7 of twenty (20) gates.

8 (d) GENERAL AVIATION.—Nothing in the agreement
9 described in subsection (a) shall affect general aviation
10 service at Love Field, Texas, including, but not limited
11 to, flights to or from Love Field by general aviation air-
12 craft for air taxi service, private or sport flying, aerial pho-
13 tography, crop dusting, corporate aviation, medical evacu-
14 ation, flight training, police or fire fighting, and similar
15 general aviation purposes, or by aircraft operated by any
16 agency of the U.S. Government or by any airline under
17 contract to any agency of the U.S. Government.

18 (e) ENFORCEMENT.—Notwithstanding any other pro-
19 vision of law, the Secretary of Transportation and the Ad-
20 ministrator of the Federal Aviation Administration are
21 prohibited from making findings or determinations, pro-
22 mulgating orders or rules, withholding airport improve-
23 ment grants or approvals thereof, denying passenger facil-
24 ity charge applications, or taking any other action either
25 self-initiated or on behalf of third parties, that is incon-

1 sistent with the provisions of the agreement described in
2 subsection (a), or that challenge the legality of any of its
3 provisions.

4 **SEC. 5. JURISDICTION AND VENUE.**

5 Any action giving rise to a claim under this Act shall
6 be instituted in the District Court of the United States
7 for the Northern District of Texas.

8 **SEC. 6. APPLICABILITY.**

9 (a) **IN GENERAL.**—The provisions of this Act shall
10 apply only to actions taken at Love Field, Texas, or air
11 transportation to or from Love Field, Texas, under the
12 agreement described in section 4(a) of this Act and shall
13 have no application to any other airport.

14 (b) **SAFETY REVIEW.**—The provisions of this Act
15 shall not take effect if, within thirty (30) days after the
16 date of enactment of this Act, the Administrator of the
17 Federal Aviation Administration determines and notifies
18 Congress that aviation operations in the airspace serving
19 Love Field, Texas, and the Dallas-Fort Worth area that
20 will be facilitated by the agreement described in section
21 4(a) and by this Act, cannot be accommodated in compli-
22 ance with FAA safety standards in accordance with 49
23 U.S.C. 40101.

24 **SECTION 1. FINDINGS.**

25 *The Congress finds the following:*

1 (1) *The Dallas-Fort Worth region is served by*
2 *two large airports, Dallas-Fort Worth International*
3 *Airport and Love Field. American Airlines and*
4 *Southwest Airlines each have their headquarters, re-*
5 *spectively, at these two airports.*

6 (2) *Dallas-Fort Worth International Airport*
7 *ranks fourth nationally and had more than 28 mil-*
8 *lion enplanements in 2005. Love Field ranks fifty-*
9 *sixth and had nearly 3 million enplanements in 2005.*

10 (3) *The history of the development and creation*
11 *of the Dallas-Fort Worth International Airport and*
12 *the subsequent use of Love Field has been one of con-*
13 *tinuous disagreement, frequent litigation, and con-*
14 *stant uncertainty within the local communities. As a*
15 *result of these factors, this has been the only time that*
16 *Congress has intervened, with the consent of the local*
17 *communities, to promulgate specific rules relating to*
18 *the scope of a locally owned airport. Having done so,*
19 *the dispute cannot end without a change in federal*
20 *statutes. Therefore, Congress recognizes the completely*
21 *unique historical circumstances involving these two*
22 *airport and cities and the previous unprecedented his-*
23 *tory of legislation. This legislation is based on the*
24 *compelling consensus of the civic parties to resolve the*

1 *dispute on a permanent basis, assure the end of liti-*
2 *gation, and establish long-term stability.*

3 *(4) In 1979, Congress intervened and passed leg-*
4 *islation known as the Wright Amendment which im-*
5 *posed restrictions at Love Field limiting service from*
6 *the airport to points within the State of Texas and*
7 *States contiguous to Texas. Congress has since al-*
8 *lowed service to the additional States of Alabama,*
9 *Kansas, Mississippi, and Missouri. At the urging of*
10 *Congressional leaders, local community leaders have*
11 *reached consensus on a proposal for eliminating the*
12 *restrictions at Love Field in a manner deemed equi-*
13 *table by the involved parties. That consensus is re-*
14 *flected in an agreement dated July 11, 2006.*

15 *(5) The agreement dated July 11, 2006, does not*
16 *limit an air carrier's access to the Dallas Fort Worth*
17 *metropolitan area, and in fact may increase access*
18 *opportunities to other carriers and communities. It is*
19 *not Congressional intent to limit any air carrier's ac-*
20 *cess to either airport.*

21 *(6) At the urging of the Civil Aeronautics Board*
22 *(CAB), the communities originally intended to create*
23 *one large international airport, and close Love Field*
24 *to commercial air transportation. Funding for the*
25 *new airport was, in part, predicated on the closing*

1 *of Love Field to commercial service, and was agreed*
2 *to by the carriers then serving Love Field. Southwest*
3 *Airlines, created after the local decision was made,*
4 *asserted its rights and as a result a new international*
5 *airport was built, and Love Field remained open.*

6 *(7) Congress also recognizes that the agreement,*
7 *dated July 11, 2006, does not harm any city that is*
8 *currently being served by these airports, and thus the*
9 *agreement does not adversely affect the airline indus-*
10 *try or other communities that are currently receiving*
11 *service, or hope to receive service in the future.*

12 *(8) Congress finds that the agreement, dated*
13 *July 11, 2006, furthers the public interest as con-*
14 *sumers in, and accessing, the Dallas and Fort Worth*
15 *areas should benefit from increased competition.*

16 *(9) Congress also recognizes that each of the par-*
17 *ties was forced to make concessions to reach an agree-*
18 *ment. The two carriers, Southwest Airlines and*
19 *American Airlines, did so independently, determining*
20 *what is in each of their interests separately. The nego-*
21 *tiations between the two communities forced each car-*
22 *rier to respond, individually, to a host of options,*
23 *which ultimately were included, as part of the agree-*
24 *ment dated July 11, 2006.*

1 (10) *Nothing in the agreement dated July 11,*
2 *2006, is intended to eliminate the jurisdiction of the*
3 *U.S. Department of Transportation, the Federal*
4 *Aviation Administration and the Transportation Se-*
5 *curity Administration with respect to the aviation*
6 *safety and security responsibilities of those agencies.*

7 **SEC. 2. MODIFICATION OF PROVISIONS REGARDING**
8 **FLIGHTS TO AND FROM LOVE FIELD, TEXAS.**

9 (a) *EXPANDED SERVICE.*—Section 29(c) of the Inter-
10 *national Air Transportation Competition Act of 1979 is*
11 *amended by striking “carrier, if (1)” and all that follows*
12 *and inserting “carrier. Air carriers and, with regard to for-*
13 *eign air transportation, foreign air carriers, may offer for*
14 *sale and provide through service and ticketing to or from*
15 *Love Field, Texas, and any domestic or foreign destination*
16 *through any point within Texas, New Mexico, Oklahoma,*
17 *Kansas, Arkansas, Louisiana, Mississippi, Missouri, or*
18 *Alabama.”.*

19 (b) *REPEAL.*—Section 29 of the *International Air*
20 *Transportation Competition Act of 1979 (Public Law 96–*
21 *192; 94 Stat. 48 et seq.) is repealed on the date that is 8*
22 *years after the date of enactment of this Act.*

1 **SEC. 3. TREATMENT OF INTERNATIONAL NON-STOP**
2 **FLIGHTS TO AND FROM LOVE FIELD, TEXAS.**

3 *No person may provide, or offer to provide, air trans-*
4 *portation of passengers for compensation or hire between*
5 *Love Field, Texas, and any point or points outside the 50*
6 *States or the District of Columbia on a non-stop basis, and*
7 *no officer or employee of the United States Government may*
8 *take any action to make or designate Love Field, Texas,*
9 *an initial point of entry into the United States or a last*
10 *point of departure from the United States.*

11 **SEC. 4. CHARTER FLIGHTS AT LOVE FIELD, TEXAS.**

12 *(a) IN GENERAL.—Charter flights (as defined in sec-*
13 *tion 212.1 of title 14, Code of Federal Regulations) at Love*
14 *Field, Texas, shall be limited to destinations within the 50*
15 *States and the District of Columbia and shall be limited*
16 *to no more than 10 per month per air carrier for charter*
17 *flights beyond Texas, New Mexico, Oklahoma, Kansas, Ar-*
18 *kansas, Louisiana, Mississippi, Missouri, or Alabama.*

19 *(b) CARRIERS THAT LEASE GATES.—Except for a*
20 *flight operated by a Federal agency or by an air carrier*
21 *under contract to a Federal agency or in extraordinary cir-*
22 *cumstances or irregular operations, all flights operated by*
23 *air carriers that lease terminal gate space at Love Field,*
24 *Texas, shall depart from and arrive at one of those leased*
25 *gates.*

1 (c) *CARRIERS THAT DO NOT LEASE GATES.*—A char-
2 *ter flight operated by an air carrier that does not lease ter-*
3 *минаl space at Love Field, Texas, may operate from non-*
4 *terminal facilities or one of the terminal gates.*

5 **SEC. 5. AGREEMENT OF THE PARTIES.**

6 (a) *IN GENERAL.*—*Except as provided in subsection*
7 *(b), any action taken by the City of Dallas, the City of Fort*
8 *Worth, Southwest Airlines, American Airlines, or the Dal-*
9 *las-Fort Worth International Airport Board (referred to in*
10 *this section as the “parties”)* that is reasonably necessary
11 *to implement the provisions of the agreement dated July*
12 *11, 2006, and titled “Contract among the City of Dallas,*
13 *the City of Fort Worth, Southwest Airlines Co., American*
14 *Airlines, Inc., and DFW International Airport Board In-*
15 *corporating the Substance of the Terms of the June 15, 2006*
16 *Joint Statement Between the Parties To Resolve the ‘Wright*
17 *Amendment’ Issues”, and such agreement, shall be deemed*
18 *to comply in all respects with the parties’ obligations under*
19 *title 49, United States Code, and any other competition*
20 *laws.*

21 (b) *LIMITATIONS ON STATUTORY CONSTRUCTION.*—
22 *Nothing in this section shall be construed—*

23 (1) *to limit the obligations of the parties under*
24 *the existing programs of the United States Depart-*
25 *ment of Transportation and the Federal Aviation Ad-*

1 *ministration relating to aviation safety, labor, envi-*
2 *ronmental, national historic preservation, civil rights,*
3 *small business concerns (including disadvantaged*
4 *business enterprise), veteran's preference, and dis-*
5 *ability access;*

6 *(2) to limit the obligations of the parties under*
7 *the existing aviation security programs of the Depart-*
8 *ment of Homeland Security and the Transportation*
9 *Security Administration at Love Field, Texas; or*

10 *(3) to authorize the parties to offer marketing in-*
11 *centives that are in violation of Federal law, rules,*
12 *orders, agreements, and other requirements.*

13 *(c) LOVE FIELD GATES.—The number of gates avail-*
14 *able for passenger air service at Love Field, Texas, shall*
15 *be reduced, as soon as practicable, to no more than 20 gates,*
16 *and thereafter shall not exceed a maximum of 20 gates.*

17 *(d) GENERAL AVIATION.—Nothing in the agreement*
18 *described in subsection (a) shall affect general aviation serv-*
19 *ice at Love Field, Texas, including flights to or from Love*
20 *Field by general aviation aircraft for air taxi service, pri-*
21 *vate or sport flying, aerial photography, crop dusting, cor-*
22 *porate aviation, medical evacuation, flight training, police*
23 *or fire fighting, and similar general aviation purposes, or*
24 *by aircraft operated by any Federal agency or by any air-*
25 *line under contract to any Federal agency.*

1 (e) *ENFORCEMENT.*—Notwithstanding any other pro-
2 vision of law, the Secretary of Transportation and the Ad-
3 ministrator of the Federal Aviation Administration are
4 prohibited from making findings or determinations, pro-
5 mulgating orders or rules, withholding airport improve-
6 ment grants or approvals thereof, denying passenger facility
7 charge applications, or taking any other action either self-
8 initiated or on behalf of third parties, that is inconsistent
9 with the provisions of the agreement described in subsection
10 (a), or that challenge the legality of any of its provisions.

11 **SEC. 6. JURISDICTION.**

12 The Department of Transportation shall have exclusive
13 jurisdiction with respect to the agreement described in sec-
14 tion 5(a) of this Act.

15 **SEC. 7. APPLICABILITY.**

16 (a) *IN GENERAL.*—The provisions of this Act shall
17 apply only to actions taken with respect to Love Field,
18 Texas, or air transportation to or from Love Field, Texas,
19 under the agreement described in section 5(a) of this Act
20 and shall have no application to any other airport.

21 (b) *SAFETY REVIEW.*—The provisions of this Act shall
22 not take effect if, within 30 days after the date of enactment
23 of this Act, the Administrator of the Federal Aviation Ad-
24 ministration determines and notifies Congress that aviation
25 operations in the airspace serving Love Field, Texas, and

1 *the Dallas-Fort Worth area that will be facilitated by the*
2 *agreement described in section 5(a) and by this Act, cannot*
3 *be accommodated in compliance with FAA safety standards*
4 *in accordance with section 40101 of title 49, United States*
5 *Code.*

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109TH CONGRESS
2^D SESSION

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[Report No. 109-317]

A BILL

To amend section 29 of the International Air
Transportation Competition Act of 1979 relating
to air transportation to and from Love Field,
Texas.

August 1, 2006

Reported with an amendment