

109TH CONGRESS
2D SESSION

S. 3661

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

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,*

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

5 (a) EXPANDED SERVICE.—Section 29(c) of the Inter-
6 national Air Transportation Competition Act of 1979
7 (Public Law 96–192; 94 Stat. 48 et seq.), as previously
8 amended by section 337 of Public Law 105–66, 111 Stat.
9 1447 (1997) and section 181 of Public Law 109–115, 119

1 Stat. 2430 (2005) is further amended by striking “carrier,
 2 if (1)” and all that follows and inserting the following:
 3 “carrier. Air carriers and, with regard to foreign air trans-
 4 portation, foreign air carriers, may offer for sale and pro-
 5 vide through service and ticketing to or from Love Field,
 6 Texas, and any U.S. or foreign destination through any
 7 point within Texas, New Mexico, Oklahoma, Kansas, Ar-
 8 kansas, Louisiana, Mississippi, Missouri, and Alabama.”.

9 (b) REPEAL.—Section 29 of the International Air
 10 Transportation Competition Act of 1979 (Public Law 96–
 11 192; 94 Stat. 48 et seq.), as previously amended by section
 12 337 of Public Law 105–66, 111 Stat. 1447 (1997) and
 13 section 181 of Public Law 109–115, 119 Stat. 2430
 14 (2005), and as further amended by subsection (a), is re-
 15 pealed on the date that is eight (8) years after the date
 16 of enactment of this Act.

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

19 No person shall provide, or offer to provide, air trans-
 20 portation of passengers for compensation or hire between
 21 Love Field, Texas, and any point or points outside the
 22 fifty (50) United States or the District of Columbia on
 23 a non-stop basis, and no official or employee of the Fed-
 24 eral Government may take any action to make or des-
 25 ignate Love Field, Texas, an initial point of entry into the

1 United States or a last point of departure from the United
2 States.

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

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

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

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

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

22 (a) IN GENERAL.—Except as provided in subsection
23 (b), any actions taken by the City of Dallas, the City of
24 Fort Worth, Southwest Airlines, American Airlines, and/
25 or the Dallas-Fort Worth International Airport Board (re-

ferred to in this section as the “parties”) that are reasonably necessary to implement the provisions of the agreement dated July 11, 2006, and titled CONTRACT AMONG THE CITY OF DALLAS, THE CITY OF FORT WORTH, SOUTHWEST AIRLINES CO., AMERICAN AIRLINES, INC., AND DFW INTERNATIONAL AIRPORT BOARD INCORPORATING THE SUBSTANCE OF THE TERMS OF THE JUNE 15, 2006 JOINT STATEMENT BETWEEN THE PARTIES TO RESOLVE THE “WRIGHT AMENDMENT” ISSUES, shall be deemed to comply in all respects with the parties’ obligations under all Federal laws, rules, orders, agreements, and other requirements.

(b) SAFETY.—Nothing in subsection (a) shall be construed to limit the jurisdiction of the Department of Transportation and the Federal Aviation Administration over aviation safety at Love Field, Texas.

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

(d) GENERAL AVIATION.—Nothing in the agreement described in subsection (a) shall affect general aviation service at Love Field, Texas, including, but not limited

1 to, flights to or from Love Field by general aviation air-
2 craft for air taxi service, private or sport flying, aerial pho-
3 tography, crop dusting, corporate aviation, medical evacu-
4 ation, flight training, police or fire fighting, and similar
5 general aviation purposes, or by aircraft operated by any
6 agency of the U.S. Government or by any airline under
7 contract to any agency of the U.S. Government.

8 (e) ENFORCEMENT.—Notwithstanding any other pro-
9 vision of law, the Secretary of Transportation and the Ad-
10 ministrator of the Federal Aviation Administration are
11 prohibited from making findings or determinations, pro-
12 mulgating orders or rules, withholding airport improve-
13 ment grants or approvals thereof, denying passenger facil-
14 ity charge applications, or taking any other action either
15 self-initiated or on behalf of third parties, that is incon-
16 sistent with the provisions of the agreement described in
17 subsection (a), or that challenge the legality of any of its
18 provisions.

19 **SEC. 5. JURISDICTION AND VENUE.**

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

23 **SEC. 6. APPLICABILITY.**

24 (a) IN GENERAL.—The provisions of this Act shall
25 apply only to actions taken at Love Field, Texas, or air

1 transportation to or from Love Field, Texas, under the
2 agreement described in section 4(a) of this Act and shall
3 have no application to any other airport.

4 (b) SAFETY REVIEW.—The provisions of this Act
5 shall not take effect if, within thirty (30) days after the
6 date of enactment of this Act, the Administrator of the
7 Federal Aviation Administration determines and notifies
8 Congress that aviation operations in the airspace serving
9 Love Field, Texas, and the Dallas-Fort Worth area that
10 will be facilitated by the agreement described in section
11 4(a) and by this Act, cannot be accommodated in compli-
12 ance with FAA safety standards in accordance with 49
13 U.S.C. 40101.

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