

109TH CONGRESS
2^D SESSION

H. R. 5830

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 HOUSE OF REPRESENTATIVES

JULY 18, 2006

Mr. YOUNG of Alaska (for himself, Mr. OBERSTAR, Mr. MICA, Ms. EDDIE BERNICE JOHNSON of Texas, Mr. MARCHANT, Ms. GRANGER, Mr. BARTON of Texas, Mr. BURGESS, Mr. EDWARDS, Mr. GOHMERT, Mr. HALL, Mr. SAM JOHNSON of Texas, and Mr. SESSIONS) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure

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. SHORT TITLE.**

4 This Act may be cited as the “Wright Amendment
5 Reform Act”.

1 **SEC. 2. 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. 35) is amended by striking
6 “carrier, if (1)” and all that follows and inserting the fol-
7 lowing: “carrier. Air carriers and, with regard to foreign
8 air transportation, foreign air carriers, may offer for sale
9 and provide through service and ticketing to or from Love
10 Field, Texas, and any United States or foreign destination
11 through any point within Texas, New Mexico, Oklahoma,
12 Kansas, Arkansas, Louisiana, Mississippi, Missouri, and
13 Alabama.”.

14 (b) **REPEAL.**—Section 29 of the International Air
15 Transportation Competition Act of 1979 (94 Stat. 35), as
16 amended by subsection (a), is repealed on the date that
17 is 8 years after the date of enactment of this Act.

18 **SEC. 3. TREATMENT OF INTERNATIONAL NONSTOP**
19 **FLIGHTS TO AND FROM LOVE FIELD, TEXAS.**

20 No person shall provide, or offer to provide, air trans-
21 portation of passengers for compensation or hire between
22 Love Field, Texas, and any point or points outside the
23 50 States or the District of Columbia on a nonstop basis,
24 and no official or employee of the Federal Government
25 may take any action to make or designate Love Field as

1 an initial point of entry into the United States or a last
2 point of departure from the United States.

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

4 (a) IN GENERAL.—Charter flights (as defined in sec-
5 tion 212.2 of title 14, Code of Federal Regulations) at
6 Love Field, Texas, shall be limited to—

7 (1) destinations within the 50 States and the
8 District of Columbia, and

9 (2) no more than 10 per month per air carrier
10 for charter flights beyond the States of Texas, New
11 Mexico, Oklahoma, Kansas, Arkansas, Louisiana,
12 Mississippi, Missouri, and Alabama.

13 (b) CARRIERS WHO LEASE GATES.—Except for any
14 flights operated by any agency of the Federal Government
15 or by any air carrier under contract with any agency of
16 the Federal Government and except in irregular oper-
17 ations described in the agreement referred to in section
18 5(a), all flights operated to or from Love Field by air car-
19 riers that lease terminal gate space at Love Field shall
20 depart from and arrive at one of those leased gates.

21 (c) CARRIERS WHO DO NOT LEASE GATES.—Char-
22 ter flights from Love Field, Texas, operated by air carriers
23 that do not lease terminal space at Love Field may operate
24 from nonterminal facilities or one of the terminal gates
25 at Love Field.

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

2 (a) IN GENERAL.—Any action taken by the city of
3 Dallas, the city of Fort Worth, Southwest Airlines, Amer-
4 ican Airlines, and the Dallas-Fort Worth International
5 Airport Board (referred to in this section as the “parties”)
6 that is reasonably necessary to implement the provisions
7 of the agreement dated July 11, 2006, and entitled “CON-
8 TRACT AMONG THE CITY OF DALLAS, THE CITY
9 OF FORT WORTH, SOUTHWEST AIRLINES CO.,
10 AMERICAN AIRLINES, INC., AND DFW INTER-
11 NATIONAL AIRPORT BOARD INCORPORATING
12 THE SUBSTANCE OF THE TERMS OF THE JUNE
13 15, 2006 JOINT STATEMENT BETWEEN THE PAR-
14 TIES TO RESOLVE THE ‘WRIGHT AMENDMENT’
15 ISSUES”, and the agreement, shall be deemed to comply
16 in all respects with the parties’ obligations under title 49,
17 United States Code, and any competition laws.

18 (b) LOVE FIELD GATES.—

19 (1) IN GENERAL.—The city of Dallas, Texas,
20 shall reduce, as soon as practicable, the number of
21 gates available for passenger air service at Love
22 Field to no more than 20 gates. Thereafter, the
23 number of gates available for such service shall not
24 exceed a maximum of 20 gates.

25 (2) PERMISSIBLE AIRPORT COSTS.—Costs asso-
26 ciated with reduction of gates under paragraph (1)

1 are permissible airport costs and shall not be consid-
2 ered as revenue diversion.

3 (c) GENERAL AVIATION.—Nothing in the agreement
4 referred to in subsection (a) and this Act shall affect gen-
5 eral aviation service at Love Field, including flights to or
6 from Love Field by general aviation aircraft for air taxi
7 service, private or sport flying, aerial photography, crop
8 dusting, corporate aviation, medical evacuation, flight
9 training, police or fire fighting, and similar general avia-
10 tion purposes, or by aircraft operated by any agency of
11 the Federal Government or by any air carrier under con-
12 tract to any agency of the Federal Government.

13 (d) ENFORCEMENT.—Notwithstanding any other
14 provision of law, the Secretary of Transportation and the
15 Administrator of the Federal Aviation Administration may
16 not make findings or determinations, issue orders or rules,
17 withhold airport improvement grants or approvals thereof,
18 deny passenger facility charge applications, or take any
19 other action, either self-initiated or on behalf of third par-
20 ties, that is inconsistent with the provisions of the agree-
21 ment referred to in subsection (a) or that challenges the
22 legality of any of its provisions.

23 (e) LIMITATIONS ON STATUTORY CONSTRUCTION.—

24 (1) IN GENERAL.—Nothing in this Act shall be
25 construed—

1 (A) to limit the obligations of the parties
2 under the programs of the Department of
3 Transportation and the Federal Aviation Ad-
4 ministration relating to aviation safety, labor,
5 environmental, national historic preservation,
6 civil rights, small business concerns (including
7 disadvantaged business enterprise), veteran's
8 preference, disability access, and revenue diver-
9 sion;

10 (B) to limit the authority of the Depart-
11 ment of Transportation or the Federal Aviation
12 Administration to enforce the obligations of the
13 parties under the programs described in sub-
14 paragraph (A);

15 (C) to limit the obligations of the parties
16 under the aviation security programs of the De-
17 partment of Homeland Security and the Trans-
18 portation Security Administration at Love
19 Field, Texas;

20 (D) to authorize the parties to offer mar-
21 keting incentives that are in violation of Fed-
22 eral law, rules, orders, agreements, and other
23 requirements; or

24 (E) to limit the authority of the Federal
25 Aviation Administration or any other Federal

1 agency to enforce requirements of law and
2 grant assurances (including subsections (a)(1),
3 (a)(4), and (s) of section 47107 of title 49,
4 United States Code) that impose obligations on
5 Love Field to make its facilities available on a
6 reasonable and nondiscriminatory basis to air
7 carriers seeking to use such facilities, or to
8 withhold grants or deny applications to appli-
9 cants violating such obligations with respect to
10 Love Field.

11 (2) FACILITIES.—Paragraph (1)(E)—

12 (A) shall only apply with respect to facili-
13 ties that remain at Love Field after implemen-
14 tation of subsection (b); and

15 (B) shall not be construed to require the
16 city of Dallas, Texas—

17 (i) to construct additional gates be-
18 yond the 20 gates referred to in subsection
19 (b); or

20 (ii) to modify or eliminate preferential
21 leases with air carriers in order to allocate
22 gate capacity to new entrants or to create
23 common use gates, unless such modifica-
24 tion or elimination is implemented on a na-
25 tionwide basis.

1 **SEC. 6. DEPARTMENT OF TRANSPORTATION REVIEW.**

2 The Department of Transportation shall have exclu-
3 sive authority to review actions taken under this Act (in-
4 cluding the agreement referred to in section 5(a)), and ac-
5 tions taken to implement the agreement, with respect to
6 all provisions of title 49, United States Code, and with
7 respect to any Federal competition laws not included in
8 such title that may otherwise apply.

9 **SEC. 7. APPLICABILITY.**

10 The provisions of this Act shall apply only to actions
11 taken by the parties to the agreement referred to in sec-
12 tion 5(a) of this Act at Love Field, Texas, and shall have
13 no application to any other airport (other than an airport
14 owned or operated by the city of Dallas or the city of Fort
15 Worth, Texas, or both).

16 **SEC. 8. EFFECTIVE DATE.**

17 Sections 1 through 7 and the amendments made by
18 such sections shall take effect on the date that the Admin-
19 istrator of the Federal Aviation Administration notifies
20 Congress that aviation operations in the airspace serving
21 Love Field and the Dallas-Fort Worth area, Texas, occur-
22 ring as a result of the agreement referred to in section
23 5(a) and this Act can be accommodated in full compliance
24 with Federal Aviation Administration safety standards in
25 accordance with section 40101 of title 49, United States

- 1 Code, and, based on current expectations, without adverse
- 2 effect on use of airspace in such area.

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