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BY THE COMPTROLLER GENERAL

Report To The Congress

OF THE UNITED STATES

Fresh Look Is Needed At Proposed South Florida Jetport

To prevent serious environmental and ecological effects to the Everglades National Park, the United States, the State of Florida, and Dade County entered into the Jetport Pact of 1970. The Pact specifies that Dade County, with assistance from the State of Florida, will take necessary action to locate a replacement site for the training airport known as the Everglades Jetport. This replacement training airport, to be suitable for a future regional commercial airport, could be totally paid for by Federal funds (current estimate \$162 million) in exchange for the land and training facilities at the Everglades Jetport.

Conditions leading to the Jetport Pact, particularly the need for an air carrier training facility, have changed considerably since the Pact was signed in 1970. GAO recommends that the United States not consent to renewing the Jetport Pact in January 1983 unless it is revised to recognize the changed conditions.



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COMPTROLLER GENERAL OF THE UNITED STATES
WASHINGTON D.C. 20548

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To the President of the Senate and the
Speaker of the House of Representatives

This report discusses the need to renegotiate the Jetport Pact, an agreement between the United States, the State of Florida, and Dade County, Florida, in light of changed conditions and the need to resolve certain operational questions concerning the suitability of the site selected for a new jetport in south Florida. Because the Federal Aviation Administration's intent is to seek 100 percent Federal funding to carry out the terms of the Pact, the Congress will ultimately have to decide whether to appropriate funding.

We made this review to assist the Congress in evaluating the Jetport Pact and in determining what action to take if and when funding to carry out the Pact is requested.

Copies of this report are being sent to the Director, Office of Management and Budget; the Secretaries of Transportation and the Interior; the Governor of Florida; the Mayor, Metropolitan Dade County, Florida; interested congressional committees and Members of Congress; and other interested parties.

Charles A. Bowsher

Comptroller General
of the United States

D I G E S T

To protect the Everglades, the United States entered into the Jetport Pact of 1970 with the State of Florida and Dade County, Florida. The Pact provides, as one alternative, that a suitable replacement site in south Florida for a regional airport be located and training facilities equivalent to those now at the Everglades Jetport be constructed without cost to the county. Until that time, the United States will not require Dade County to abandon the Everglades Jetport.

The Federal Aviation Administration says its intent under the Pact is to seek 100 percent Federal funding to acquire a suitable site in south Florida for a regional airport and to construct a new training airport at the site to replace the existing Everglades Jetport. The replacement airport is currently estimated to cost about \$162 million--about \$33 million for the land and about \$129 million for the training facility. In exchange, the United States would receive title to the land and training facilities at the Everglades Jetport--owned by Dade County, Florida.

GAO made this review to assist the Congress in evaluating the Jetport Pact and in determining what action to take if and when funding to carry out the Pact is requested.

CONDITIONS WHICH LED TO THE
JETPORT PACT HAVE CHANGED

In the 1960's air carrier training operations strained the capacity of Miami International Airport, and an additional regional commercial airport was predicted to be needed in south Florida by 1980. To satisfy these needs, Dade County acquired 39 square miles of land and constructed the Everglades Jetport which was opened for air carrier training operations in 1970. Operations at the jetport peaked in 1972 and by 1980 were less than one-third of the 1972 level. In that time technological advances in air carrier training simulators and recent Federal Aviation Administration regulations

permitting almost all air carrier training to be done in simulators have, in GAO's opinion, almost eliminated the need for an air carrier training facility. (See pp. 6 to 10.)

GAO therefore believes it is no longer necessary to construct a replacement training facility. If some actual use of aircraft for air carrier training is still needed in the future, such training could be handled at the existing Everglades Jetport apparently without significant adverse environmental impact, according to the final environmental impact statement. (See p. 9.)

When the Jetport Pact was signed, the signatories recognized a need for a new south Florida regional airport by 1980. The current projection puts the date at about 1995. Therefore, in the 12 years since the Pact was signed, the need for a new regional airport has moved about 15 years into the future. (See pp. 10 and 11.)

Since the need for an air carrier training airport has virtually disappeared, the primary justification for replacing the training airport apparently is now to satisfy projected general aviation training demands. General aviation primarily involves personal and business flying. The Jetport Pact did not specifically address general aviation needs. The capacity available at existing airports and planned expansions to them, however, will adequately satisfy predicted general aviation training needs to the year 2000. (See pp. 11 to 14.)

RECOMMENDATION TO THE SECRETARY OF TRANSPORTATION

GAO is recommending that when the current extension to the Jetport Pact expires in January 1983, the Secretary not agree to renew it until it is revised to recognize that a training facility is no longer needed and that the claimed need for a regional airport has been moved 15 years into the future. (See pp. 14 and 15.)

AGENCY COMMENTS AND GAO'S EVALUATION

The Department of Transportation said it cannot express a final position relative to GAO's findings and recommendations since it has not completed several evaluations which will

indicate how much, if any, it would propose to modify the Jetport Pact. Transportation does plan to have a position regarding the Pact when it comes up for renewal. (See p. 15.)

Dade County believes that the need for a training runway is a nonissue and that the real issue is the runway's ultimate use, not whether it should be constructed. Since the Jetport Pact addresses a replacement training facility, not an ultimate commercial runway, GAO believes that whether the United States should fund an ultimate commercial runway should be a matter of negotiation between the Jetport Pact signatories and ultimately a question for the Congress in deciding whether to appropriate funding. (See p. 15.)

The State of Florida believes this is a timely report which will be of value to the Jetport Pact signatories as they renegotiate the Pact.

POTENTIAL OPERATIONAL QUESTIONS
AT SITE 14 REGIONAL AIRPORT
NEED TO BE RESOLVED

Potential operational questions remain unresolved concerning developing a commercial airport at site 14, the replacement airport site, and could threaten the site's suitability as a regional commercial airport. (See p. 17.)

Commercial operations at a site 14 airport could reduce the total number of flights that can be handled at neighboring airports. Because several large airports in south Florida are nearby, operations at a site 14 airport will conflict with flights at these other airports. The effect could be significant enough to reduce overall south Florida aircraft operations even with the added capacity provided by the site 14 airport. (See pp. 17 to 20.)

According to Dade County aviation officials, control of all aviation activity in the south Florida airspace and new air traffic control technology will alleviate almost all of the potential airspace conflicts. Dade County has no evidence that new technology, even if available, will alleviate the conflicts since no analysis has been done on the effect of this technology on south Florida's air traffic. Federal Aviation Administration officials state that control over aviation activity will help

manage traffic better but will not eliminate the airspace conflicts. (See p. 20.)

Dade County aviation officials' planning for the ground transportation needs for a site 14 commercial airport is not consistent with established criteria. As a result, the ground transportation system recommended by Dade County aviation officials does not comply with established Dade County policy or the assumptions contained in the final environmental impact statement, which envisioned primary reliance on public transit while the present planning envisions primary reliance on the automobile. (See pp. 20 to 22.)

RECOMMENDATION TO THE
SECRETARY OF TRANSPORTATION

GAO is recommending that the Secretary satisfactorily resolve the airspace conflicts that commercial development at site 14 may create and the inconsistent ground transportation access planning for site 14. (See p. 23.)

AGENCY COMMENTS AND GAO's EVALUATION

Dade County has prepared an airspace study which it believes demonstrates the site's operational feasibility. GAO notes, however, that the Secretary of Transportation has the statutory responsibility for airspace utilization. The Department of Transportation advised GAO that it is still investigating the potential conflicts highlighted in the final environmental impact statement and is not prepared to comment on this section of the report at this time. (See p. 23.)

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ABBREVIATIONS

DCAD	Dade County Aviation Department
EIS	environmental impact statement
FAA	Federal Aviation Administration
GAO	General Accounting Office
MIA	Miami International Airport

CHAPTER 1

INTRODUCTION

On January 16, 1970, the Secretaries of Transportation and the Interior signed an agreement with the State of Florida and Dade County, Florida, called the Jetport Pact. This pact, as one alternative, called for Dade County with the assistance of the State of Florida to locate a suitable site in south Florida for a regional airport adequate to accommodate passenger, cargo, mail, and training facilities. The United States, if necessary, could fund 100 percent of the cost of acquiring the site and constructing facilities substantially equivalent to those at the Dade-Collier Training and Transition Airport, commonly known as the Everglades Jetport. In return, the United States would receive title and all rights to the Everglades Jetport property. The Pact can be renewed upon mutual agreement of the parties and can be amended or modified by mutual agreement. The Pact has been renewed five times since it was originally signed. The last renewal was in January 1981, and it will expire in January 1983.

Before Dade County would be required to abandon the Everglades Jetport, and before the United States could fund 100 percent of the cost of developing the replacement site, congressional action would be required to provide funding.

The parties entered into the Jetport Pact because of environmental concerns surrounding the jetport. The Jetport Pact's principal goal was to forestall development of a commercial airport at the jetport and its attendant commercial area development, preventing possible environmental damage to the Everglades National Park.

Dade County acquired the Everglades Jetport site and constructed the training facility in good faith and with the full cooperation of the Federal Aviation Administration (FAA). The United States recognized this in the Jetport Pact and has stated its intention to assist Dade County in locating and developing a suitable replacement site. Since then, Dade County has complied with the provisions of the Pact by locating the replacement site and not developing the Everglades Jetport into a commercial facility.

THE EVERGLADES JETPORT CONTROVERSY

During the late 1960's, air carrier training demands strained the capacity of Miami International Airport (MIA). Increasing citizen complaints about noise raised the level of public and official concern regarding continued expansion of operations there. To drain off these training demands and lessen noise problems, Dade County, in 1968, purchased 39 square miles of land in south-central Florida and constructed the training facility at the Everglades Jetport at a total cost of \$15 million. Since air

traffic was expected to exceed the capacity of existing south Florida airports in the 1980's, Dade County acquired enough land to expand the training facility into a south Florida regional jetport if economically, operationally, and environmentally feasible.

In late 1968 the Central and Southern Florida Flood Control District, a State agency concerned with water management, objected to a suggestion to route a limited-access highway through a water conservation area to the jetport property. A national controversy arose from this protest, focusing on potential environmental damage to the Everglades National Park and the cypress lands near the training runway. It was believed that the Park was threatened by possible water, air, and noise pollution, but most of all by the urban development expected to occur around the jetport. The storm of environmental concerns brought about the Jetport Pact.

SITE 14--THE SELECTED REPLACEMENT SITE

After evaluating 36 potential replacement sites, representatives of the signatories to the Jetport Pact recommended site 14 for the Everglades Jetport replacement facility. Dade County approved the site in July 1973. It consists of 23 square miles in northern Dade County, just south of the Broward County, Florida, line. In December 1975 FAA issued the first draft environmental impact statement (EIS). On November 30, 1981, FAA approved a final EIS, which in its view complies with all applicable environmental laws and regulations. Additional environmental study would have to be performed in the future in greater detail before environmental approval could be considered for any air carrier development at site 14.

FAA must still approve site 14 as an airport site. The Congress would have to enact legislation to appropriate the 100-percent Federal funding for the cost of acquiring the site and constructing training facilities. The final EIS estimates that the cost to acquire the site (about \$33 million) and construct the training facility (about \$128.9 million) is approximately \$161.9 million. Training facilities to duplicate those at the Everglades Jetport would include

- a 10,500-foot by 150-foot runway;
- parallel and connecting taxiways;
- a 400-foot by 900-foot apron;
- approach, runway, and taxiway lighting systems;
- a control tower and attendant facilities;

- an instrument landing system, including a medium-intensity approach light system with runway alignment indicator lights;
- an access road;
- security fencing; and
- a water quality control system.

The current schedule for the site 14 training facility shows completion of construction in the summer of 1988. Commercial airport construction could be completed by mid-1997 based on this schedule.

OBJECTIVES, SCOPE, AND METHODOLOGY

We made this review to determine whether the replacement training facility is still needed based on changing circumstances in the past decade and on projections of future need and whether plans for a new commercial jetport at site 14 have adequately shown that the site is suitable for air carrier airport development.

We conducted our review at FAA's Southern Region in Atlanta, Georgia; its Airports District Office in Miami, Florida; State offices responsible for airport planning and development in Tallahassee, Florida; and the Dade and Broward Counties', Florida, Aviation Departments. We also contacted major airlines and other airport users in south Florida and other agencies and organizations with input into the plans for the proposed site 14 facility, including the Federal Highway Administration and the Dade County Office of Transportation Administration.

To determine the need for the replacement training facility, we compared past and projected training operations in south Florida. We examined the increasing use of flight simulators for training, discussed the economics of simulator versus hands-on training in aircraft with several airline companies, and reviewed FAA regulations on simulator use. We compared the capacity and feasibility of using already established airports in the region with forecasted demand. We reviewed the final EIS in-depth, including its discussion of the environmental impact of training operations at the Everglades Jetport.

To determine whether plans for the new airport adequately demonstrate the suitability of site 14 for air carrier development, we reviewed the final EIS, supporting documentation, consultants' studies, and plans prepared for the airport. To identify any potential questions concerning the site's suitability, we reviewed pertinent documentation and determined what actions airport planners have taken to resolve those questions.

We did not evaluate the projected need for a new regional commercial airport in south Florida. The projected need for a new airport is based on forecasts of south Florida aviation

activity through the 1990's. Whether the need for the airport materializes will depend on future aviation activity.

Our review was made in accordance with our current "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

CHAPTER 2

CONDITIONS WHICH LED TO THE

JETPORT PACT HAVE CHANGED

The United States can avoid spending millions of dollars by not funding the construction of unneeded training facilities. To achieve this, when the Jetport Pact--under which FAA states that it will seek 100 percent Federal funding of a south Florida training airport--comes up for renewal in January 1983, the United States should not agree to renew it unless it is revised to recognize that the part of the Pact dealing with a training facility is no longer needed.

When the Jetport Pact was signed, an immediate need existed for an air carrier (large commercial aircraft) training facility. Also, a regional commercial airport was forecasted to be needed by 1980. However, with technological advances in air carrier training simulators, coupled with recent FAA regulations encouraging simulator use, we believe the need for a future air carrier training airport has virtually disappeared. Additionally, a regional commercial airport is not projected to be needed until 1995.

Dade County Aviation Department (DCAD) (the airport sponsor), State Bureau of Aviation, and FAA Southern Region officials agreed that the current and projected use of simulators has substantially decreased the need for a south Florida air carrier training airport.

Finally, while the Jetport Pact did not specifically address general aviation 1/ training needs, apparently the need for such training facilities is now the main justification for developing a training facility at site 14. However, based on Dade County's forecasted general aviation demand, including training, we believe that these needs can be met at existing airports and planned expansions to them.

NEW TRAINING AIRPORT NOT NEEDED, AND TIMING OF NEED FOR REGIONAL AIRPORT HAS CHANGED

The major factor that led to the signing of the Jetport Pact was the desire to replace the Everglades Jetport. This facility was constructed initially to relieve MIA of air carrier

1/General aviation, as defined by FAA, includes all facets of aviation, except air carrier and military-related operations and certain large aircraft commercial operations. In this report, general aviation primarily involves personal and business flying.

training, and plans called for ultimately developing the facility into a regional airport projected to be needed by 1980. However, in the 12 years that have elapsed since the Pact was signed, the need for a training facility has in our opinion almost disappeared and the need for a regional airport has been moved 15 years into the future.

A separate air carrier training facility was needed a decade ago

During the 1960's air carrier training operations strained MIA's capacity. Consequently, Dade County constructed the Everglades Jetport to handle air carrier training. Table 1 below provides details on air carrier training and total operations at MIA from 1960 to 1969. The year in which the highest level of such training took place, both in terms of percent of total operations and number of operations, was 1966. That year about 40 percent (168,556) of the airport's 424,407 total operations were air carrier training flights. MIA could then accommodate 437,000 annual operations.

To lessen the strain on MIA's capacity, Dade County purchased a 39-square mile tract of land and began constructing one 10,500 foot-runway and attendant training facilities in 1968. The sole purpose for constructing the runway and training-related facilities was to provide other accommodations for air carrier training and thereby relieve MIA of this traffic.

Table 1

Air Carrier Training and Total Operations
at Miami International Airport, 1960-69

<u>Calendar year</u>	<u>Air carrier training operations</u>	<u>Total operations</u>	<u>Training as percentage of total operations</u>
1960	95,685	321,017	29.8
1961	97,430	310,731	31.4
1962	81,214	281,131	28.9
1963	80,978	281,683	28.7
1964	109,189	325,549	33.5
1965	117,839	345,292	34.1
1966	168,556	424,407	39.7
1967	140,115	446,867	31.4
1968	91,592	431,802	21.2
1969	36,800	407,277	9.0

Source: MIA Master Plan Study, (Nov. 1976) prepared by Howard, Needles, Tammen and Bergendoff, consulting engineers for the Dade County Aviation Department.

The number of annual operations performed at the Everglades Jetport has declined since the airport's 3rd year of operation. The jetport opened in January 1970. During that year the airport handled about 71,000 operations. Airport operations peaked at about 99,000 in 1972 and then began to decline. This downward trend continued, and in 1975 only about 23,000 operations were conducted there (see fig. 1). Consequently, in July 1976 Dade County approved use of the airport for general aviation training, increasing operations at the jetport between 1976 and 1980. However, even with general aviation training, the level of annual activity at the jetport was significantly below its initial levels. Table 2 below provides data on total training operations from 1970 to 1980.

Table 2

Training Operations at the
Everglades Jetport, 1970-80

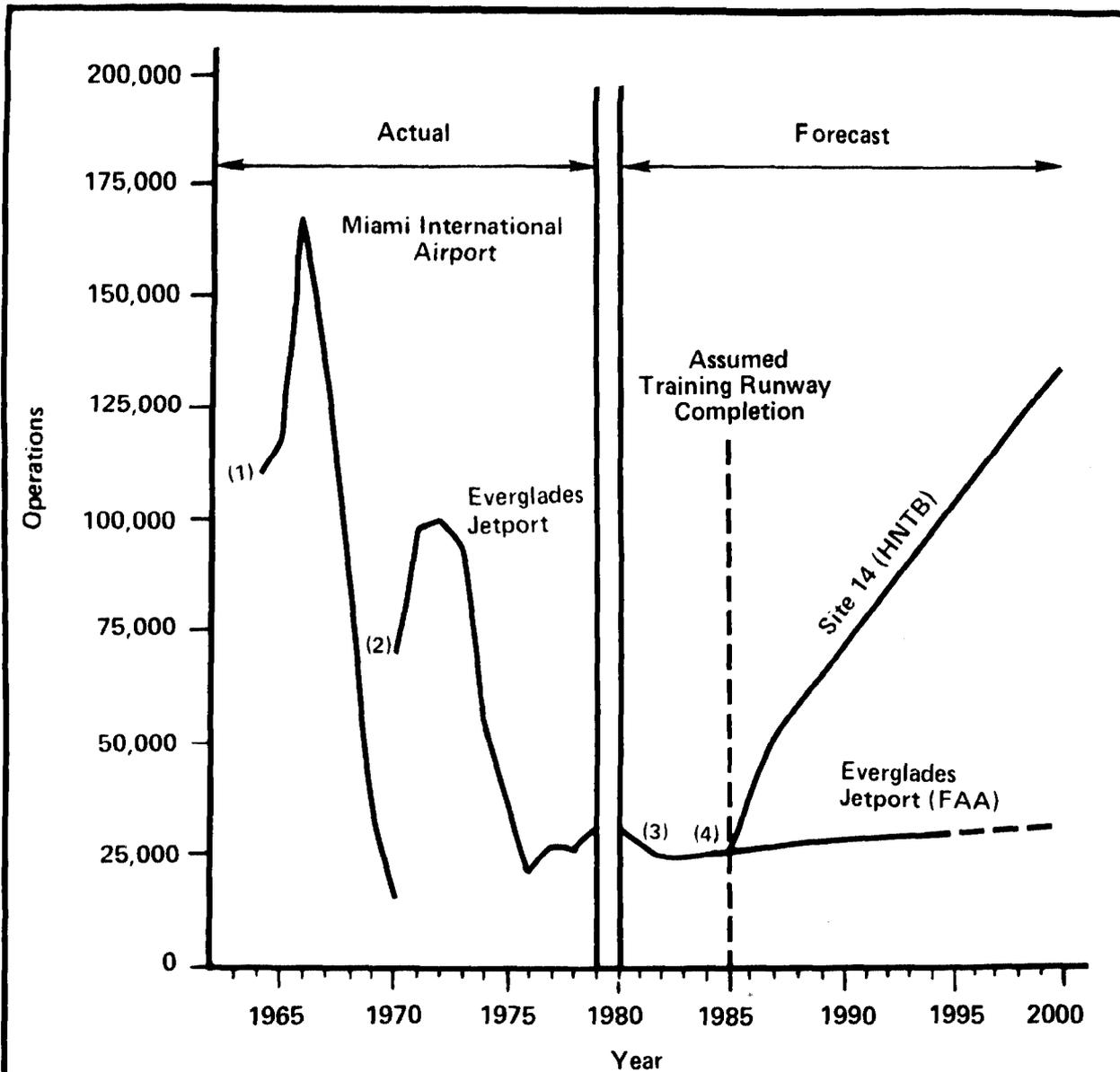
<u>Calendar year</u>	<u>Total operations</u>
1970	71,151
1971	97,362
1972	99,072
1973	94,589
1974	52,016
1975	22,580
1976	20,722
1977	26,838
1978	25,687
1979	32,946
1980	30,560

Simulators have changed
training requirements

In addition to the past reduction in the use of the jetport, sophisticated commercial aircraft training simulators and FAA regulations have virtually eliminated the need for future air carrier crewmembers to have hands-on training. This reduction in the need for actual hands-on training has correspondingly reduced the need for a new air carrier training facility. Aircraft training simulators are devices which simulate aerodynamic and ground-handling characteristics of airplanes. Each simulator is a replica of a particular type of aircraft cockpit mounted on a platform which moves to simulate aircraft motion. With their actual cockpit, platform and computer imagery, simulators can simulate the spectrum of aircraft flight and operational conditions.

The airline companies' response to recently approved FAA regulations will apparently eliminate the need for a south Florida air carrier training facility. Due to increasingly sophisticated aircraft simulator technology and an effort to increase

FIGURE 1
TRENDS IN AND
FORECASTS OF TRAINING OPERATIONS



- Sources:
- 1 and 2 DCAD Port Authority Properties annual and operations reports.
 - 3 FAA aviation forecasts, Aug. 1980.
 - 4 Estimate prepared by Howard, Needles, Tammen and Bergendoff, DCAD consultants.

safety, lessen airport congestion and noise, and reduce aircraft fuel consumption, FAA approved regulations to permit additional flight crew training in advanced simulators. The regulations, approved in July 1980, outline a three-step voluntary program for airlines to follow in upgrading their flight-simulator capabilities to a point where nearly all required training and check rides can be carried out in advanced simulator models. The regulations permit airline companies to go to nearly 100 percent simulator use within 5 to 10 years. However, after consulting several airline companies, FAA predicted that a total of about 4,400 air carrier training operations would take place at the Everglades Jetport in 1982 and thereafter. While a clear potential existed for all air carrier training to be performed in simulators, FAA projected a continuation of a limited amount of hands-on training because it would not be cost effective for all airlines to have simulators.

Several benefits are associated with simulator use: one is cost. The Flight Training Planner for one airline company cited the following example of the cost and benefit of using simulators. The company had invested about \$17 million in five simulators; however, if they had no simulators, the cost of fuel for training would exceed \$17 million in 3 months. We believe that simulators' cost effectiveness will lead all airline companies to use them. This same airline official also stated that simulators provide better training. Situations that could not be duplicated in aircraft without danger can be experienced in simulators. Should the pilot fail to cope with the situation, he can review what happened over a cup of coffee 15 minutes later.

While it may not be cost effective for all airlines to purchase simulators, airline industry officials stated that airlines unable to purchase simulators will probably find other ways to avoid the high cost of using aircraft for training. The Flight Training Planner of the airline previously mentioned and the Director, Air Transport Association, Southeast Regional Office (an airline industry organization), told us that most nonmajor airlines will either purchase simulators alone or jointly or work out arrangements to use simulators owned by others. The vice president of another major airline we contacted told us that his company leased its unused simulator time. Consequently, we believe air carrier training operations could be considerably below FAA's already low forecast.

If--even with significant simulator use--a need for a separate air carrier training facility still exists, this need can be met at the Everglades Jetport apparently without significant adverse environmental impact. According to the final EIS:

"Studies by the U.S. Geological Survey and the Environmental Protection Agency on the Everglades Jetport site in the early 1970's concluded that there was no environmental deterioration at the Jetport site due to the training facility there.

It is unlikely that continued use of the Jetport for training purposes would significantly adversely affect the Big Cypress National Preserve or the Everglades National Park."

Although FAA, State, and Dade County officials recognized that the need for a new south Florida training facility has significantly diminished, they pursued development of the proposed site 14 training airport. During our talks with FAA Southern Region, State Bureau of Aviation, and DCAD officials, they acknowledged that air carrier training simulators have significantly reduced the need for hands-on training. These FAA and State officials also acknowledged that this reduction has similarly reduced the need for a new south Florida air carrier training airport. However, DCAD officials saw a continuing need for a training facility based on county-forecasted general aviation training demand as discussed on page 12.

The date for a new regional airport has been changed

The need for a regional airport by 1980 was another condition leading to the Jetport Pact, but based on current projections this facility will not be needed until the mid-1990's. We did not attempt to assess whether a new south Florida regional airport was needed now or at some time in the future. However, since the timing of this need has changed so drastically, we believe that the change in timing contributes to the need to reevaluate the Jetport Pact.

During the late 1960's and early 1970's, it was anticipated that a new south Florida airport would be needed by 1980. This was because forecasts had indicated that MIA and other south Florida airports would not be able, economically and environmentally, to meet the area's commercial aviation demands. At that time MIA could accommodate 437,000 annual operations; however, Dade County's forecasts of total annual operations for 1970, 1975, and 1980 were 571,000, 663,000, and 739,000, respectively. Therefore, in 1968, with FAA approval, Dade County purchased the Everglades Jetport site, planning to ultimately expand it into a regional air carrier airport. The other signatories to the Jetport Pact concurred with this need, in that the Pact states:

"Whereas, there is the further recognized need for a South Florida regional airport the construction of which must be completed before the end of this decade * * *."

Since the Pact was signed in January 1970, we interpret "before the end of this decade" to mean by 1980. However, existing facilities have to date satisfactorily accommodated total air carrier demand. In addition, while the Jetport Pact has been extended five times and it is now 1982, the 1980 date has never been changed.

Currently, the general consensus is that a new south Florida regional airport will not be needed until 1995. DCAD representatives told us that air carrier capacity in south Florida will be reached by about 1995. These representatives stated that the capacity of the three components--ground access, terminals, and runways--will all be reached at about the same time. Also, in the final EIS a new air carrier airport is projected to be needed in south Florida in the 1990's. The need for a new air carrier airport has therefore been delayed about 15 years beyond the originally anticipated date.

GENERAL AVIATION TRAINING NEEDS
NOT CONSIDERED IN THE PACT, AND
PROJECTED NEEDS CAN BE MET
ELSEWHERE

The Jetport Pact did not address general aviation training, yet the need for a replacement facility has apparently been based primarily on satisfying general aviation training demand forecasts. While we believe that the Pact was not intended to meet these demands, they can be met without the replacement airport.

The Pact does not address
general aviation training

The Jetport Pact discussed the need to relieve MIA of training. The Pact stated:

"* * * there is a recognized and immediate need for training facilities in reasonable proximity to Miami International Airport to relieve that major air terminal of a substantial amount of training traffic."

Almost all of MIA's training operations in the 1960's were air carrier traffic. DCAD representatives told us that the level of general aviation training at MIA was always insignificant. This was and is because a fee is assessed for each approach at MIA, whereas no fee is assessed for landing at the county's general aviation airports. In addition, training operations at the Everglades Jetport were limited to air carriers from the time it opened in January 1970 until 1976. As discussed on page 7, no general aviation training was permitted at the jetport until 1976, after air carrier traffic substantially decreased.

Although the Pact did not specifically address general aviation training needs, apparently, these needs are now the primary justification for constructing the replacement facility. In the final EIS, FAA stated:

"Although the need for commercial training has been substantially modified by the recent change in the FAA's flight training policies, the FASP's

[Florida Aviation System Plan] recognition of the need to satisfy substantial general aviation training demand in south Florida is still an important concern."

FAA predicted that 27,000 general aviation training operations would take place at the Jetport in the year 2000. However, Dade County predicted 133,600 general aviation training operations for site 14 in the year 2000. Based on Dade County's forecast, general aviation training would represent about 97 percent of the total operations at the proposed site 14 training airport in the year 2000. In our opinion, general aviation training is the primary justification for a new south Florida training airport.

Projected needs can
be met elsewhere

We recognize the need to accommodate general aviation training demands. However, we believe these needs can be met without constructing the proposed replacement training facility. Table 3 shows Dade County's proposed system to accommodate general aviation demand. The data in table 3 is contained in Dade County's May 1981 airport system plan for the year 2000. The second column shows Dade County's proposed system to accommodate general aviation demand, excluding site 14's training runway, and the county's projected demand. The third column is identical to the second except it does not incorporate the county's plan to reduce Opa-Locka Airport's capacity.

Table 3

Predicted General Aviation Capacity
at Dade County Airports in the Year 2000

<u>Airport</u>	<u>County-proposed system capacity</u>	<u>County system without changing Opa-Locka</u>
Miami International	40,000	40,000
Opa-Locka	346,000	525,000
Tamiami	497,000	497,000
Homestead General	861,000	861,000
Opa-Locka West	<u>255,000</u>	<u>255,000</u>
Total	1,999,000	2,178,000
Less total general aviation demand	2,177,000	2,177,000
Excess capacity over demand or (capacity shortfall)	<u>(178,000)</u>	<u>1,000</u>

The county's system plan contains a proposal to change Opa-Locka's role and to change the pattern of its runways, thereby reducing its capacity. If these changes are made, Opa-Locka's capacity would be reduced by 179,000 annual operations (from 525,000 to 346,000). DCAD officials stated that this will free up land to be used for nonaviation-related revenue-generating purposes. Dade County, however, cannot unilaterally make these changes. Opa-Locka was a former military airfield deeded to Dade County by the Federal Government in 1961 under the Surplus Real Property Disposal Act. Covenants to the deed state that the airport property shall not be used, leased, sold, salvaged, or disposed of by Dade County for other than airport purposes without the written consent of the FAA Administrator. The Administrator may approve such an action only if he or she determines that it may be done without materially and adversely affecting the development, improvement, operation, or maintenance of the airport. The Administrator of FAA's Southern Regional Office and the Chief, Miami Airports District Office, told us that they would oppose the plan to change Opa-Locka's role because it would reduce the airport's capacity.

Should Opa-Locka's role not be changed, Dade County's predicted general aviation demand for the year 2000, including 133,600 annual general aviation training operations at site 14, could be accommodated within the existing Dade County airport

system and planned expansions. If the existing and planned capacity does not satisfy actual demand, the Everglades Jetport could be available. As previously noted, the final EIS stated that it was unlikely that continued use of the jetport for training purposes would significantly harm the Big Cypress National Preserve or the Everglades National Park.

It seems inconsistent to propose a change at Opa-Locka Airport--a former Federal airport deeded to Dade County--that would reduce its capacity and then expect the Federal Government to provide funding to, in effect, replace the lost capacity.

CONCLUSIONS

The need for a south Florida air carrier training airport, which was a primary condition leading to the Jetport Pact, has almost disappeared because advances in air carrier training simulator technology and changes in FAA regulations have almost eliminated the need for hands-on training. Simulators are not only more cost effective than actual use of aircraft for training, but also provide a better quality of training; therefore, simulators' cost effectiveness will in our opinion encourage all airline companies to use them. However, if simulators do not completely alleviate the need for a training airport, this need could be satisfied at the Everglades Jetport without environmental damage.

Another condition which led to the Pact, the need for a regional commercial airport, has also changed. When the Pact was signed, a regional airport was predicted to be needed by 1980; however, the timing of this need has been drastically changed. Currently, a regional airport is not expected to be needed until around 1995, 15 years later than the original date, although the Pact has never been revised to reflect the change.

The Jetport Pact did not directly address general aviation training needs, but apparently the need to accommodate this demand is the justification for constructing training facilities at site 14 to replace the Everglades Jetport. However, the capacity available at existing airports, and planned expansions to them, will adequately satisfy expected general aviation training demands.

The 1981 estimate to acquire site 14 (\$33 million) and construct the training facility (\$128.9 million) is approximately \$161.9 million. By not funding construction of the unneeded training facility, the United States could avoid spending millions of dollars.

RECOMMENDATION TO THE SECRETARY OF TRANSPORTATION

The current extension of the Jetport Pact expires in January 1983. Under the Pact, FAA states that it will seek congressional action to appropriate funds to pay for 100 percent of the cost

of acquiring the regional airport site and constructing training facilities substantially equivalent to those at the Everglades Jetport. The Pact cannot be renewed without the mutual consent of all the signatories. We recommend that the Secretary, as one of the signatories to the Jetport Pact, not consent to renewing the Pact unless it is revised to recognize that a facility for air carrier training is no longer needed and that the claimed need for a regional airport has been moved 15 years into the future.

AGENCY COMMENTS AND OUR EVALUATION

The Department of Transportation said it cannot express a final position relative to our findings and recommendations since it has not completed several evaluations which will indicate how much, if any, it would propose to modify the Jetport Pact. Transportation does plan to have a position regarding the Pact when it comes up for renewal. Transportation notes that it has fully recognized the problems identified in the report.

The Department of the Interior deferred to the Department of Transportation on our recommendation, stating that it lacks expertise in the subject area. It stated, however, that its objective has been, and continues to be, to work with Dade County, the State of Florida, and the Department of Transportation in selecting a replacement airport site for the Everglades Jetport. Interior stated that site 14 is not a perfect site and that there probably is no perfect site in Dade County, but site 14 is the one site having the least environmental, social, and economic problems.

Transportation wants us to clarify our position on the land. As stated earlier, we did not evaluate the projected need for a new regional commercial airport. Because earlier forecasts of when a regional commercial airport would be needed have been inaccurate and because the need for an airport will depend on future aviation activity and a commercial airport will require environmental approval, we are not able to comment on site 14. However, the next chapter of the report discusses potential operational problems that apparently exist for a regional airport at site 14.

Dade County believes that the need for a training runway is a nonissue and that the real issue is a matter of ultimate use of the runway, not whether a runway should be constructed. Dade County suggests that we may be proposing that construction be deferred until commercial need is present. We believe that the Jetport Pact addresses construction of a replacement training facility, not an ultimate commercial runway. Dade County does not dispute our conclusion that the training facility is no longer needed. We feel that the question of whether the United States should fund an ultimate commercial runway rather than a training facility should be a matter of negotiation between the Jetport Pact signatories and ultimately a question for the Congress in deciding whether to appropriate funding. Dade County further

believes that we are challenging the need for a new airport between 1995 and the year 2000. As stated in the first chapter and reiterated in our evaluation of Transportation's comments, we have not evaluated the need for an airport.

The State of Florida believes the report is timely and will be useful to the Jetport Pact signatories in their renegotiations.

CHAPTER 3

POTENTIAL OPERATIONAL PROBLEMS AT SITE 14

REGIONAL AIRPORT NEED TO BE RESOLVED

Potential operational problems apparently exist for a regional airport at site 14. Although these problems have been addressed by those responsible for developing such an airport, we believe that the problems discussed below have not been adequately resolved.

First, significant airspace conflicts with existing south Florida airports may be created by commercial operations at site 14. These conflicts have the potential of reducing overall airport capacity in south Florida, even with the additional capacity provided by a site 14 airport.

Second, ground access planning for the proposed site 14 airport has resulted in a planned access system which is inconsistent with established criteria.

AIRSPACE CONFLICTS MAY REDUCE SYSTEM CAPACITY

Studies performed between 1972 and 1981 by FAA and consultants to Dade County involved in the site-selection process show that a site 14 commercial airport could have significant adverse impacts on the capacity of other south Florida airports due to airspace conflicts. The effect of these conflicts could reduce overall airport capacity in south Florida, although air carrier capacity, as a result of site 14, would increase substantially.

These airspace conflicts are discussed in the final EIS, but DCAD does not agree that a conflict exists, and its airport system plan does not consider the capacity lost if a commercial airport were constructed at site 14. In our opinion, Dade County's failure to recognize and resolve this problem is a significant factor concerning site 14's suitability as a regional commercial airport.

Studies to date show potential airspace conflicts

In 1972 consultants to Dade County prepared an airspace analysis as part of the site-selection study for a new regional airport. This airspace analysis, the only such analysis of site 14 done to date, compared the three final sites considered for the replacement airport, numbered 9, 14, and 18. In this comparison, the site 14 airport was a 6-runway configuration, handling almost 1.4 million operations per year. According to this airspace analysis, such an airport could have severe airspace impacts, such as reducing MIA's and Ft. Lauderdale-Hollywood International Airport's capacity for air carriers by about 100,000 operations per year and requiring the closure of Opa-Locka West

and Opa-Locka Airports. It would also require restricting other general aviation airport capacity, reducing that capacity by about 1.2 million operations per year.

In January 1973 FAA's Southern Region made an airspace determination on site 14 which stated that safe and efficient operations at the site would require the following aeronautical activity adjustments:

- Close Opa-Locka West and, by about 1990, Opa-Locka Airports.
- Restrict instrument flight-rule operations on runway 9L at MIA to departures only.
- Restrict activity at North Perry and Fort Lauderdale-Hollywood International Airports.
- Restrict Opa-Locka Airport to limited visual flight-rule operations, if training operations are conducted.
- Positive control of all aviation activity in south Florida by 1985-90 if present growth rate continues.

In April 1981 FAA's Southern Region, after a cursory review of the current airport configuration planned for site 14 (ultimately a 4-runway development), concluded that the airspace determination of January 1973 was essentially unchanged. FAA added that arrivals to runway 12 and departures from runway 30 at MIA will be inherently restricted due to site 14's location.

Based on the projected additional capacity provided by a site 14 commercial airport and the potential lost capacity resulting from closing Opa-Locka and Opa-Locka West Airports, we estimate that the Dade County airport system could lose about 80,000 operations per year in capacity as shown in table 4 on page 19. This estimate does not include potential lost capacity at MIA, Ft. Lauderdale-Hollywood International Airport, or other general aviation facilities due to the inherent airspace restrictions foreseen by FAA. We could not include this additional potential capacity loss in our estimate because such capacity-loss figures were unavailable.

Table 4

Comparison of Potential Capacity
Changes With a Site 14 Airport

<u>Airport</u>	<u>Operations per year</u>	
	<u>Capacity gained</u>	<u>Capacity lost</u>
Site 14 commercial	a/700,000	-
Opa-Locka	-	b/525,000
Opa-Locka West	-	b/255,000
Total	<u>700,000</u>	<u>780,000</u>
Net capacity loss:		<u>80,000</u>

a/Air carrier capacity provided by a 4-runway configuration.

b/General aviation capacity indicated by current practical annual capacity.

On November 23, 1981, DCAD officials met with FAA to discuss the airspace conflicts shown in the April 1981 FAA Southern Region airspace determination. Although the essential elements of the airspace determination remained unchanged, some adjustments were made, and FAA's position as included in the final EIS is as follows:

"Under existing airspace establishment criteria, large scale air carrier operations at Site 14 would require a restructuring of the use of the airspace for both VFR [visual flight rules] and IFR [instrument flight rules] operations in the south Florida area, would necessitate closing Opa Locka West Airport, would restrict activities at North Perry Airport, and would cause airspace restrictions and/or possible eventual closure of Opa Locka Airport. Site 14 would be planned to supplement, not replace, Miami International Airport and Fort Lauderdale-Hollywood International Airport. These two airports would continue in use with some operational restrictions, requiring close coordination of air traffic procedures.

"The FAA has projected that the long-range ultimate potential development concept of Site 14 outlined in this EIS (i.e., four runways sometime beyond the year 2000) would significantly affect the flow of air traffic into and out of Miami International and Fort Lauderdale-Hollywood International Airports

and result in delays at these and other airports during periods of peak operations. However, as the Need Section of this EIS indicates, without Site 14 or another future potential alternative site, significant delays are projected to be encountered because of constraints posed by airport runway and landside capacity * * *. Demand, airport capacity considerations, and airspace interactions are the primary aviation-related factors which influence potential air carrier development at Site 14."

Dade County does not believe
conflicts will exist

DCAD officials do not believe that airspace conflicts will exist at site 14. They believe that restructuring the air traffic control procedures in the area will help alleviate the problem and that introducing new air traffic control technology, such as microwave landing systems, will remedy the remaining conflicts. DCAD aviation officials recognize that the Opa-Locka West Airport will have to close when site 14 opens a second runway for air carrier operations, but they recognize no significant operational restrictions at existing airports.

The lack of recognition is reflected in their airport system plan for Dade County, which only recognizes closing Opa-Locka West Airport when site 14 begins commercial operations. Therefore, the county does not plan to accommodate the potential displaced traffic caused by the airspace conflicts FAA anticipates.

According to FAA, restructuring air traffic control procedures for the south Florida airspace will not alleviate the capacity reductions caused by airspace conflicts, but the procedures will enable FAA to better manage the traffic in and out of the area's airports. Regarding microwave landing systems, testimony from recent FAA budget hearings show that the technology does exist, a long transition period for the system is expected, and FAA expects to complete the transition by 1995 at a total implementation cost of just over \$1 billion. However, Dade County has no evidence of the effects of implementing such a system on the airspace conflicts discussed previously because no airspace analysis based on the system's technology has been performed.

GROUND ACCESS PLANNING NOT
CONSISTENT WITH ESTABLISHED
CRITERIA

DCAD officials' planning for the ground access needs for a site 14 commercial airport has been inconsistent with criteria established by the Dade County Board of County Commissioners and FAA. The final EIS incorporated the following assumptions from the 1975 draft EIS regarding the ultimate development of an air carrier airport at site 14:

"That unlimited use of the automobile will not be feasible for the following reasons: if the highway system is not greatly expanded to meet ever-increasing traffic demands, it will develop unacceptable operational problems; if the highway system is greatly expanded, then the traffic increases will create unacceptable environmental impacts. Because of these factors it was further assumed that no future 'airport expressways' will connect the airport with populated centers, beyond what is included in the proposed 1985 highway network."

* * * * *

"That a mass transit system for Dade and Broward Counties will be operational at the time air carrier operations require additional runways."

* * * * *

"That policy and operational measures (employment policies, parking privileges, paid automated parking, etc.) will be taken to discourage the use of automobiles and to encourage the use of mass transit modes, to avoid creation of and dependence on highway access as the dominant transportation mode."

In addition, the board stated as a county policy regarding site 14 on September 18, 1973, that "primary reliance for access shall be placed on mass transit." In fact, the county manager's report of July 21, 1973, recommending approval of site 14 as the replacement site, stated:

"The most important related decision re [regarding] the possible future use of Site 14 for commercial purposes has to do with mass, rapid public transportation. Mandated limitations on vehicular traffic should be pre-ordained, with the rapid transit system serving as the transportation backbone. Timing is ideal to undertake appropriate planning during the preliminary engineering phase of the transit program."

We were told in January 1982 by the Dade County Clerk's Office that the resolution containing this policy is still in effect.

Dade County's Selection of Access Corridors and Routes for South Florida Regional Airport at Site 14 (October 1980) recommends the ground transportation access system for site 14's ultimate development, consisting of a six-lane northerly route and an eight-lane southerly route arriving at the site. The access corridor selection document contains mode choice forecasts.

The distribution of average daily person-trips, as shown in table 5, based on these mode choice forecasts, shows that 67 percent of all trips to the proposed site 14 airport will use private automobiles, limousines, and taxis.

Table 5

Average Daily Person-Trips by Mode
Ultimate Airport Development

<u>Mode</u>	<u>Average daily person trips</u>	<u>Percent</u>
Automobile	247,476	55.7
Limousine	22,121	5.0
Taxi	26,137	5.9
Public transit	<u>148,293</u>	<u>33.4</u>
Total	<u>444,027</u>	<u>100.0</u>

This discussion is not intended to address whether the private automobile can or cannot be the primary transportation mode for access to site 14. Rather, we wish to show that current planning places primary reliance on the private automobile while the final EIS and the Dade County Board of County Commissioners anticipate primary reliance to be placed on public transit.

CONCLUSIONS

Potential operational problems apparently face a regional airport at site 14 and have not been adequately resolved. Those officials responsible for developing such an airport have considered these problems as well as others, but the problems discussed are still unresolved and may challenge site 14's suitability as a regional airport.

Significant airspace conflicts may be created by commercial operations at site 14, which could reduce overall airport system capacity, even with the additional capacity provided by site 14. Dade County has not accommodated the potential displaced traffic in its planning and does not recognize the validity of these airspace conflicts. Therefore, the problem remains unresolved.

Also, ground access planning for site 14 is inconsistent with established policy and assumptions. This planning therefore violates established Federal and Dade County criteria.

RECOMMENDATION TO THE SECRETARY
OF TRANSPORTATION

We recommend that the Secretary satisfactorily resolve the airspace conflicts that commercial development at site 14 may create and the inconsistent ground transportation access planning for site 14.

AGENCY COMMENTS AND OUR EVALUATION

The Department of the Interior deferred (1) to the Secretary of Transportation to resolve any potential airspace operational problems and (2) to Dade County Department of Public Works, Florida Department of Transportation, and the U.S. Department of Transportation to resolve the concepts for providing ground access.

Dade County has prepared an airspace management and operations study for the south Florida area which it believes demonstrates both the feasibility and capability of operating a commercial airport at site 14. Dade County, however, can only provide its views on the utilization of airspace. Section 307(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1348), as amended, directs the Secretary of Transportation to

"* * * assign by rule, regulation, or order the use of the navigable airspace under such terms, conditions, and limitations as he may deem necessary in order to insure the safety of aircraft and the efficient utilization of such airspace."

In its comments, Transportation has advised us that it is still investigating the potential airspace conflicts highlighted in the final EIS and is not prepared to comment on this section of the report at this time.

Dade County states that the ground access system has not been planned. The county further states that we mistook an April 1980 corridor location study as a surface access system plan. We have revised our discussion to refer to Dade County's route selection document, which recommends a six-lane northerly route and an eight-lane southerly route arriving at site 14 and uses the same forecast of traffic development contained in the April 1980 study. The Department of Transportation does not believe that ground access is a significant problem.

Articles of Agreement
by and between

The United States

State of Florida
Dade County Port
Authority
Collier County

WHEREAS, there is a recognized and immediate need for training facilities in reasonable proximity to Miami International Airport in order to relieve that major air terminal of a substantial amount of training traffic; and

WHEREAS, there is the further recognized need for a South Florida regional airport the construction of which must be completed before the end of this decade; and

WHEREAS, in order to fulfill these needs Dade County, in cooperation with the Federal Aviation Administration several years ago, embarked upon a program of site selection in South Florida for the location of such aviation facilities; and

WHEREAS, Dade County in 1968, after the elimination of certain suggested sites by reason of objections made by the National Park Service of the Department of the Interior, the Central & Southern Florida Flood Control District, and other interested governmental agencies, selected and acquired some thirty-nine square miles of land in Dade and Collier Counties, on a portion of which it has now constructed a single runway Training Airport and on the balance of which it had originally intended to construct the regional airport serving the South Florida area, all with the continuing advice and approval of the Federal Aviation Administration; and

WHEREAS, following commencement of construction of the training facility fear was expressed by concerned and knowledgeable groups, both within government and in the private sector, that the operation of an airport in as close proximity to the Everglades National Park as the site selected would produce serious environmental and ecological effects irreversibly detrimental to the Everglades National Park and its environs; and

WHEREAS, the Congress has declared it to be the national policy that special effort should be made to preserve the natural beauty of the countryside and public park and recreation lands, wildlife and waterfowl refuges, and historic sites; and

WHEREAS, studies indicate that the use of the presently selected site as a commercial airport would not be compatible with the preservation and protection of the Everglades National Park and its supportive environs and compel consideration of alternate sites; and

WHEREAS, it is believed that the operation of the Training Airport, if not properly controlled, could produce serious environmental and ecological effects on the Everglades National Park; and

WHEREAS, the safe operation of the Training Airport in a manner consistent with the preservation of the Everglades National Park and its environs requires federal state, and

local cooperation, and

WHEREAS, the continued preservation of the environment in the region requires the development of comprehensive land use planning by Dade, Collier and Monroe Counties, and the Counties of Dade and Collier have undertaken moratoria on any rezoning changes, variances or exceptions in the Big Cypress Swamp area within their boundaries; and

WHEREAS, the parties intend that the Counties of Dade and Collier will make every attempt to insure that no zoning action in the Big Cypress Swamp area will adversely affect the environment in the Everglades region or the development of a comprehensive land use plan; and

WHEREAS, in view of the fact that the acquisition and improvement of the airport site selected by Dade County was accomplished in good faith and in full cooperation with the Federal Aviation Administration it is the intent of the United States that it will assist Dade County to the maximum extent possible with resources available to it, except as limited by law, in seeking and developing a mutually agreeable, suitable site for a regional airport adequate to accommodate passenger, cargo, mail and training facilities.

NOW THEREFORE, the Secretary of Transportation and the Secretary of the Interior acting jointly and severally on behalf of the United States (hereinafter called the "United States"); the State of Florida; Dade County, through its Board of County Commissioners and in its capacity as the Dade County Port Authority (hereinafter called "Dade County"); and Collier County, through its Board of County Commissioners (hereinafter called "Collier County") in consideration of the covenants and promises set forth, agree among themselves as specified herein.

I. Dade County agrees that it:

A. Will operate the Training Airport (hereinafter "Airport") and all appurtenances solely as a single runway facility for training purposes only.

B. Will immediately undertake appropriate and necessary action, employing its best efforts, to locate a suitable site in South Florida for a regional airport adequate to accommodate passenger, cargo, mail and training facilities, and will pursue these efforts with due diligence. Quarterly reports of its efforts and progress shall be made to the United States after which they may be made available to the public. When such a regional airport site has been acquired, priority shall be given to the construction of training facilities, and when such facilities have been completed, all training operations conducted at the Airport shall be transferred to such site.

C. Will, if required to abandon the Airport in accordance with Article IV.B. of this contract, convey all of its right, title and interest in the Airport to the governmental agencies or public bodies or both, as the case may be, which have provided the funds or land for the alternate site.

D. Will not construct further runways, taxiways,

buildings, structures, or facilities of any type, except as required for fire, rescue and security purposes and will not improve or extend the use of the existing runway, taxiway, buildings, structures, or facilities already in place at the Airport. The foregoing shall not prohibit the repair of existing facilities or the replacement of any trailer housing facilities with a more suitable structure.

E. Will prohibit all repairs, maintenance, overhauling, fueling, washing, or other activities of a similar nature at the Airport, except for emergencies.

F. Will limit the regular storage of fuels, lubricating oils and chemicals at the Airport to amounts not to exceed reasonable requirements for emergencies.

G. Will not use and will prohibit others from using herbicides, pesticides, insecticides, or fertilizers in or on the airport site, except upon the written consent of the United States.

H. Will not further drain, dredge, or otherwise affect in any manner the natural water flows and regime within the Airport and areas under its control or jurisdiction contiguous thereto, except upon the written consent of the United States, and will construct, to the satisfaction of the United States, culverts to permit the flow of water around and through existing facilities.

I. Will prohibit disposal of solid wastes on or adjacent to the Airport, and insure that solid wastes will be collected and held in sanitary closed containers pending removal from the site at intervals of not over one week for disposal in an authorized or approved refuse disposal area.

J. Will collect and treat sewage and other liquid wastes, except petroleum and chemical wastes, in a manner consistent with applicable water quality standards, and pursuant to such additional non-discriminatory standards and criteria as may be prescribed by the State of Florida or the United States; and will collect all petroleum and chemical wastes for removal in closed containers and disposal at an authorized or approved sewage disposal site.

K. Will provide access to the Airport to all representatives of the United States for purposes of inspection of records, observation of facilities and flight operations, and for any other reasonable purpose.

L. Will require that all employees and personnel working at the Airport be housed or quartered at places other than the Airport, except as necessary to meet emergency conditions, and except as required for security and fire protection.

M. Will:

1. Procure and install sufficient electronic and switching equipment to provide one ground control and two local control positions in the tower. Equipment equivalent to the following is considered adequate:

(a) 3 each COMCO Model 778/779 VHF transmitter/receiver units.

(b) 2 each COMCO Model 725 UHF transmitter/receiver units.

(c) 1 each TRV-5 transceiver, Aeronautical Electronics, Inc.

(d) 4 each COMCO Model 399-P VHF Acro-Match antennas

(e) 2 each COMCO type D-225 D UHF Discone antennas

(f) Key equipment as specified for three tower positions

(g) 2 each signal light guns with reels

(h) Wind indicating equipment

(i) Temperature, dew point and ceilometer equipment with readout equipment in the tower cab

(j) Miscellaneous items including altimeter, clocks, recorders, etc.

2. Procure and install Visual Approach Slope Indicator (VASI) and Approach Light System with Sequence Flashers (ALSF) equipment as required.

3. Provide a trailer to fulfill Federal Aviation Administration (hereinafter called FAA) requirements for offices, rest room, work shop and storage space. Total space requirement is 672 square feet of floor space configured 12x56 feet and partitioned as required.

4. Provide electrical power service to all Dade County installed facilities.

5. Fund for and provide telephone service as follows:

(a) Two Miami business phone circuits and one Everglades business phone circuit, all to be terminated in one terminal set in the tower.

(b) Drops on the Miami Circuits in the Tower Office and the Airway Facilities Office.

(c) One circuit between the vault and tower with provisions for the tower to switch the vault line to one of the Miami circuits.

(d) A one digit intercom system with drops at the tower, vault, Tower Office and Airway Facilities Office.

6. Provide janitorial service and building and grounds maintenance for offices, tower, VASI and ALSF.

7. Provide the following test equipment for use with the tower equipment, VASI and ALSF:

(a) 1 each audio oscillator, HP-200 AB with matching attenuator

(b) 1 each signal generator, HP-608D

(c) 2 each Volt-Ohm-Millimeter, Triplett 630NA with case and accessories

- (d) 1 each VTVM, Triplett, Model 850
- (e) 1 each Meter, DBM/DBA, W.E. Co., Type 497A
- (f) 1 each RF load, VHF 50 watts, Bird Model 8130
- (g) 1 each Wattmeter, complete with directional detectors of 120W, 60W, 12/2.5 watts capacity, carrying case and metering cables, Bird Model 440
- (h) 1 each oscilloscope, 5", VHF, general purpose, tuned circuit input to cover frequency range 108-148MHz.
- (i) 1 set headphones, Trimm Model 157, with plug equal to Trimm type 501
- (j) 1 each Modulation Indicator, VHF/UHF, frequency range 50-400 MHz, by Delcon Corp., Palo Alto, California, FA-5448, or equal
- (k) 1 each tester, semi-conductor, Abbey Model TT-22, or equal
- (l) 1 each insulation tester, 500 VDC, 0-200 Meg Industrial Instruments
- (m) 1 each voltameter, clampon, GE Model 8AK-5A1AA1

f any of the above items, or suitable substitutes, are not available for open procurement, Dade County will reimburse FAA for purchase of the equipment by FAA on special order. Any charge in the supplies, equipment or services to be furnished under this contract shall be formalized by an appropriate written amendment to the contract which shall outline in detail the exact nature of the change and such amendment shall be made effective by agreement between Dade County and the FAA.

8. Provide appropriate housing facilities for the FAA-provided Instrument Landing System and install electrical service to the facilities as required.

N. Will reimburse the FAA on behalf of the United States, quarterly for the project costs incurred in furnishing supplies, equipment and services under this contract, that is, for all maintenance, operation and supply support expenditures for the Tower and wind equipment, VASI and ALSF until such time as the FAA budgetary process can provide federal funds for this service. Upon termination of this contract for any cause, Dade County will reimburse FAA for all necessary liquidating expenses. In determining the costs to FAA, there shall be included general administration overhead costs at 5%. When FAA funds are available, Dade County may transfer the equipment to FAA. Reimbursement for FAA services will be terminated upon the effective date of the transfer. The estimated annual costs of FAA services is as follows:

1. Salaries:	
Controllers for 24 Hour Operation	\$221,400
Maintenance of ALSF and VASI	9,301

Maintenance of Tower	10,713
Total Salaries	\$241,414
2. Supply Support	3,589
3. Flight Inspection	1,940
4. Vehicle Mileage Costs (at \$.08 per mile)	
(a) Airway Facilities Mileage	
Plants and Structures (VASI, ALSF) (5 round trips per week)	36,500
1/3 Electronics Vehicle Mileage (1/3 of 5 round trips per week)	12,167
(b) Air Traffic Mileage (28 trips per week)	<u>146,000</u>
Total Miles per Year	194,667
At \$.08 per mile	<u>\$ 15,573</u>
Sub-Total	\$262,516
Administrative Costs (5%)	<u>13,125</u>
TOTAL ANNUAL ESTIMATE	

II. The State of Florida agrees that it:

A. Will diligently assist Dade County in the location of a site for a regional airport adequate to accommodate passenger, cargo, mail and training facilities. In the event title to such site selected or any part thereof shall be in the State, the State shall convey the same to Dade County without cost. In the event federal funds are made available to the State for airport purposes, the State shall give first priority in the application of such funds, unless prohibited by law, to the acquisition and improvement of land for such regional airport.

B. Will limit assistance related to or with respect to the Airport to the operation of the Airport as a single runway training facility.

C. Will, with the exception of proposed Interstate 75 (I-75), provide no technical or financial assistance for the planning, design, construction or improvement of any road, highway, freeway, toll road or interstate highway which could serve or provide access to the Airport, until a site for a regional airport adequate to accommodate passenger, cargo, mail and training facilities is located.

III. Dade and Collier Counties agree that, within the area identified on the attached map of the "Big Cypress Swamp," they:

A. Will control, limit, and restrict all drainage, including dredge, fill, canal activities and borrow pit excavations until a comprehensive land use plan is agreed to among all parties hereto unless restrained after exhausting all appellate review by a court of competent jurisdiction.

APPENDIX I

B. Will enact ordinances to prohibit the use of all herbicides and broad spectrum, persistent pesticides.

IV. The United States agrees that it:

A. Will promulgate appropriate airspace regulations for the safe operation of the Airport, pursuant to the Administrative Procedure Act. These rules shall limit all training operations for overflying the Everglades National Park at altitudes below 5000 feet, except when operating under instrument flight rules.

B. Will not require Dade County to abandon the Airport site until:

(1) An alternate site has been agreed upon by the United States and Dade County and acquired by that County without cost to it, and (2) Training facilities substantially equivalent to those now existing at the Airport have been constructed on the site without cost to Dade County.

C. Will promptly develop and establish reasonable criteria, including environmental criteria, against which proposed sites for a regional airport adequate to accommodate passenger, cargo, mail and training facilities shall be measured. Upon the establishment of such criteria proposed sites shall be duly considered and evaluated by the United States and Dade County, and in the course of such evaluation due consideration shall be given to any recommendations made by the Department of Interior.

D. Will, on behalf of and with the cooperation of all parties hereto, undertake the planning, development, and coordination of a comprehensive program to determine the present condition of the environment which includes the Airport and Everglades National Park and to monitor changes in this environment which may result from the operation of the Airport, which monitoring shall include among other things, sampling, analysis and evaluation of waterflow, water quality—including inorganic and organic constituents, pesticides, herbicides and other water-borne pollutants—air pollution, noise, vegetation and wildlife. In implementing such program the parties shall avail themselves of skilled ecologists, environmentalists, hydrologists and others having specialized competence in scientific areas comprising the program, including local qualified personnel. If any changes resulting from the operation of the Airport are deemed to be of such significance that continued operation of the Airport is found by the United States to endanger Everglades National Park or neighboring human resources, notice will immediately be given to Dade County that operation of the Airport cease no later than the 90th day following notification, unless corrective action by Dade County, satisfactory to the United States, is taken. The Airport shall not recommence operations after cessation until approval is given by the United States that the corrective work is acceptable. After receipt of such notification, in the event there is a disagreement between the United States and Dade County as to the "significance" of changes, the Secretary of Transportation shall make findings and decision on the question which findings and decision shall be administratively final.

APPENDIX I

E. Will undertake the planning, development and coordination of an ecological study of the region, including its hydrology, and provide recommendations for land users of the Big Cypress Swamp, which will be consistent with preserving and protecting the environment and ecosystems of Everglades National Park, the water supply of the affected communities and the marine resources of dependent estuaries.

F. Will (at the Airport and acting through the FAA):

1. Provide and install an Instrument Landing System (ILS) in Dade County-provided structures.
2. Provide all test equipment required for the ILS.
3. Fund for electrical service to the ILS.
4. Fund for and provide electronic maintenance service for the ILS.
5. Provide maintenance and supply support on a reimbursable basis for Dade County-provided Tower and associated wind equipment, VASI, and ALSF equipment.
7. Operate the sponsor-provided tower on a reimbursable basis.
8. Fund for and provide all leased communications services to fulfill Air Traffic Control requirements.
9. Fund and provide for installation, maintenance and supply support of the ILS. Prior to acceptance of maintenance responsibility for the facilities provided by the Dade County, an on-site Joint Acceptance Inspection will be conducted with Dade County and FAA representatives participating.

V. General Provisions

A. This contract shall become effective when signed by all parties and shall terminate three years from that date, provided, however, that this contract shall become effective as between the United States and Dade County when executed by those parties. This contract may be renewed upon mutual agreement of the parties, who may, by mutual agreement, amend or modify its terms. If, upon review of a quarterly report furnished pursuant to Article I.B. it is the judgment of the United States that Dade County is in default in diligently attempting to locate a site for a regional airport adequate to accommodate passenger, cargo, mail and training facilities, the United States may terminate this contract on 90 days written notice. Such default may be cured if the United States deems that action taken by Dade County during the 90-day period following written notification evidences good faith and due diligence in such endeavor.

B. The Dade County Port Authority (and the County Commission for Metropolitan Dade County) and the United States of America mutually agree that upon the execution of this contract by all parties, that certain agreement dated September 23, 1969, between the Federal Aviation Administration and the Board of County Com-

missioners of Dade County, Florida, acting as the Dade County Port Authority is terminated notwithstanding any provision contained in that agreement.

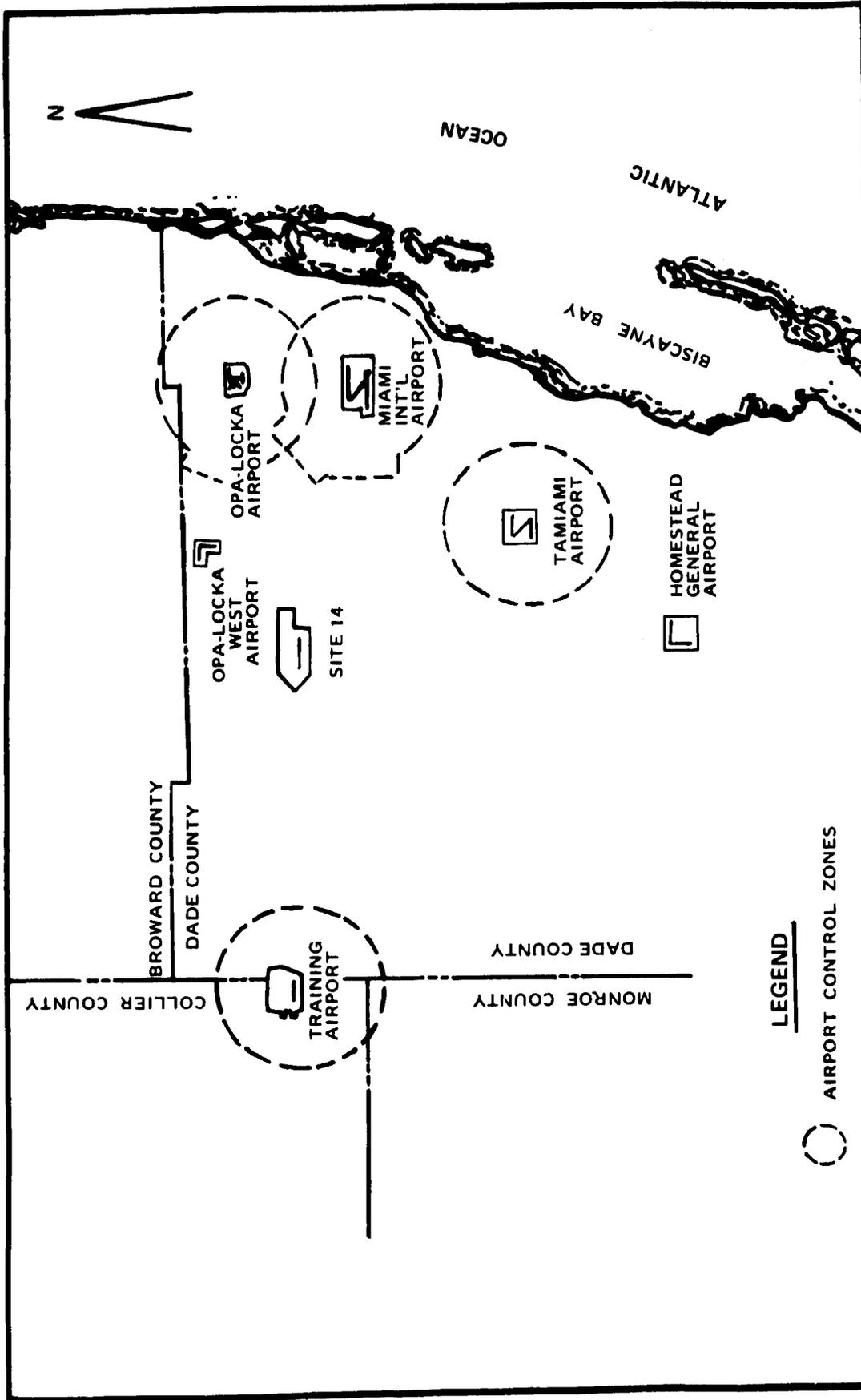
C. Nothing herein shall require Dade County to abrogate or act in violation of any of its covenants in that certain Trust Agreement dated October 1, 1954 (as supplemented May 1, 1968), between Dade County, the Chase Manhattan Bank, and the First National Bank of Miami.

D. No provision of this contract shall be construed to effect or impair any statutory duty or responsibility of the Secretary of Transportation or the Secretary of the Interior.

IN WITNESS WHEREOF, this contract is duly executed on behalf of the United States by the Secretary of Transportation and the Secretary of the Interior; by the State of Florida by its Governor, duly authorized thereunto; by Dade County through its Board of County Commissioners and in its capacity as the Dade County Port Authority, by its Mayor; and Collier County through its Board of County Commissioners by its Chairman.

	Date
For the United States:	
/s/ John A. Volpe Secretary of Transportation	Jan. 16, 1970
/s/ Walter I. Hickel Secretary of the Interior	Jan. 16, 1970
For the State of Florida:	
/s/ Claude R. Kirk, Jr. Governor	Jan. 16, 1970
For Dade County Port Authority:	
/s/ Chuck Hall Mayor	Jan. 16, 1970
Attest: /s/ F. B. Leatherman, Clerk By Deputy Clerk	
For Collier County:	
Attest:	

DADE COUNTY AIRPORT SYSTEM



Source: Howard, Needles, Tammen, and Bergendoff, DCAD consultants.



**U.S. Department of
Transportation**

Office of the Secretary
of Transportation

Assistant Secretary
for Administration

400 Seventh Street, S.W.
Washington, D.C. 20590

MAY 4 1982

Mr. Henry Eschwege
Director, Community and Economic
Development Division
U.S. General Accounting Office
Washington, D.C. 20548

Dear Mr. Eschwege:

We have enclosed two copies of the Department of Transportation's reply to the General Accounting Office (GAO) draft report, "A Fresh Look is Needed at the Proposed South Florida Jetport," dated March 1, 1982.

To protect the Everglades environment, the Jetport Pact of 1970 between the United States, the State of Florida and Dade County, Florida, provided that the Federal Government could pay for the acquisition of a suitable site in South Florida for a regional airport and the construction of a new training airport at the site to replace the existing Everglades Jetport. GAO concludes that conditions leading to the Jetport Pact, particularly the need for an air carrier training facility, have changed considerably since the Pact was signed in 1970. The Federal Government can save about \$129 million by not funding the construction of unneeded training facilities.

At this time, the Department cannot express a final position relative to GAO's findings and recommendations since we have not completed several evaluations which will indicate how much, if any, we would propose to modify the Pact. However, we do plan on having a position with respect to the Pact when it comes up for renewal in January 1983. It should also be pointed out that the Department has fully recognized the problems identified in the GAO report.

If we can further assist you, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. Fairman".
Robert L. Fairman

Enclosures

DEPARTMENT OF TRANSPORTATION REPLY
TO
GAO DRAFT REPORT OF MARCH 1, 1982
ON
A FRESH LOOK IS NEEDED AT THE PROPOSED SOUTH FLORIDA JETPORT

SUMMARY OF GAO FINDINGS AND RECOMMENDATIONS

In order to protect the Everglades National Park and its environs, the Jetport Pact (Pact) of 1970 was entered into between the United States, the State of Florida, and Dade County, Florida. The Pact called for the freezing of development of the Everglades Jetport, owned by Dade County, at the training airport stage while the Pact signatories searched for a suitable replacement site which would be adequate to accommodate passenger, cargo, and mail, as well as training facilities. The United States would fund the cost of acquiring the site and constructing a training facility substantially equivalent to that at the Everglades Jetport in exchange for the title and all rights to the Everglades Jetport property. The Everglades Jetport would then be added to the Big Cypress National Preserve to protect the environment. When the Pact was signed, the signatories recognized the immediate need for a training facility and the need for a new south Florida regional airport by 1980. The replacement airport is now estimated to cost about \$162 million -- \$33 million for the land and \$129 million for the training facility.

The General Accounting Office (GAO) believes that the training facility called for in the Pact is no longer needed and about \$129 million can be saved by not funding a replacement training facility at a new site. They state that sophisticated commercial aircraft training simulators and Federal Aviation Administration (FAA) regulations allowing use of simulators for air carrier training have virtually eliminated the need for a training facility. As evidence, they cite that in 1980, operations were less than one-third of the 1972 level. GAO also believes that the need for a new regional airport has moved about 15 years into the future as a result of the decline in operations. They further conclude that the establishment of a regional airport at the proposed site (Site 14) could have significant adverse impacts on the capacity of other south Florida airports due to airspace conflicts. The effect, according to GAO, could be significant enough to reduce overall south Florida operations even with the added capacity provided by the Site 14 airport.

In addition, GAO believes there is a conflict in the planning for ground transportation to serve the Site 14 airport. They state that Dade County aviation officials' planning relies primarily on the automobile, while Dade County policy and the assumptions contained in the Final Environmental Impact Statement (FEIS) envision primary reliance on mass transit.

GAO recommends that when the current extension to the Pact expires in January 1983, the Secretary of Transportation not agree to a renewal until it is revised to recognize that: (1) an air carrier training facility is no longer needed; and (2) the claimed need for a regional airport has been moved 15 years into the future. GAO also recommends that the Secretary satisfactorily resolve the airspace conflicts that commercial development at Site 14 may create and the inconsistent ground transportation access planning for Site 14.

SUMMARY OF DEPARTMENT OF TRANSPORTATION POSITION

At this time, the Department cannot express a final position relative to GAO's findings and recommendations since we have not completed several evaluations which will indicate how much, if any, we would propose to modify the Pact. However, we do plan on having a position with respect to the Pact when it comes up for renewal in January 1983. It should also be pointed out that the Department has fully recognized the problems identified in the GAO report.

POSITION STATEMENT

The issues discussed in the GAO report and the rationale presented by GAO on deferring development at Site 14 are not new. These same issues are discussed in the recent FEIS, Replacement Airport for the Everglades Jetport, issued in November 1981. The FEIS was a joint undertaking by the Department of Interior and the Department of Transportation, with input from the State of Florida and Dade County, for determining the impact of establishing a replacement facility at Site 14, and has been part of an ongoing review since the Pact was signed over 12 years ago.

The GAO draft report essentially takes the view that the FAA has proceeded to fulfill the many conditions in the Pact without consideration to changed circumstances since 1970, new information, or potentially serious problem areas. The report states that FAA officials have indicated to GAO that the FAA is pursuing development of a replacement airport because the Pact, which is a binding agreement, requires it.

We believe that GAO has misinterpreted FAA officials' verbal remarks in this instance. It is true that the FAA is currently in the position of finishing the lengthy study on a proposed replacement airport for the Everglades Jetport and is pursuing a decision on this proposal by virtue of the Pact. It is not correct, however, to indicate that the FAA has made a decision to pursue the development of the proposed replacement airport. Administratively, the FAA is still engaged in the process of evaluating the proposal for the replacement airport. Until this evaluation has been completed, the FAA will make no decision nor recommend to the Secretary a particular course of action.

[GAO COMMENT: FAA regional officials advised us of this. Based on the Department's comments we have deleted report statements indicating FAA pursued development because the Pact required it.]

The FAA's evaluation includes the consideration of the factors mentioned in the GAO report as well as other factors not mentioned. The draft report conveys the impression that the FAA is either unaware of or refuses to consider such factors as the impact of simulators on air carrier training activity or the potential for airspace conflicts in its determinations. This is simply not the case. These issues are very much in the forefront of FAA's evaluation. In fact, much of the information contained in the GAO draft report came from the FEIS issued jointly by the FAA and the Department of the Interior, and from FAA officials involved in this proposal. All relevant factors are currently being considered and will be weighed in any Federal decision.

The FAA's evaluation includes detailed and serious consideration of alternative courses of action, including the alternative of taking no Federal action with respect to the replacement airport and that of taking a modified course of action (i.e., acquiring land at a new site but deferring construction until the

commercial airport need develops). Either of these alternatives would presumably entail modifications to the Pact. To date, the Department of Transportation and other parties to the Pact have not modified the original 1970 agreements pending the completion of the Federal Government's environmental impact statement and other studies.

In addition, a few other issues remain outstanding in terms of their final evaluation. The FAA believes that the decisions coming out of these several evaluations will indicate how much, if any, the FAA would propose to modify the Pact. Until all evaluations have been completed, the Department believes it would be a premature judgment of the entire proposal to recommend modifications of the Pact. We do, however, anticipate having a position with respect to the Pact when it next comes up for renewal in January 1983.

Other specific comments are as follows:

1. Cover Summary. The statement that "The Federal Government can save about \$129 million by not funding the construction of unneeded training facilities" seems to imply that GAO supports, or at least does not oppose, the expenditure of some \$33 million for land acquisition for later construction of an airport. We would like GAO to clarify its position on this point and provide its rationale. Also, we believe that the stated savings of \$129 million may not be valid since eventually a new south Florida commercial airport may be needed to meet future demands that were contemplated to be served by the Everglades Jetport site. In this regard, the Pact recognized that a replacement airport site for the Everglades Jetport must be suitable for an airport adequate to accommodate passengers, cargo, mail, and training facilities. The comprehensive site selection studies carried out pursuant to the Pact have demonstrated that Site 14 is the most suitable location for such a facility.

[GAO COMMENT: The draft report contained this statement. We recognize that this is a theoretical savings based on not building a training facility and have deleted the reference to a specific dollar amount.]

2. Timetable. The FAA does not have a "schedule" for Site 14 training facility completion, and we are unsure of the source of the information on page 3 of the draft report. The FEIS assumed a training runway completion date of 1985 for purposes of forecasts. (This FEIS page has been duplicated in the GAO report as Figure 2-1 on page 9.)

[GAO COMMENT: This information came from a Dade County document "Why Site 14 Now."]

3. Simulators. The FAA agrees that the increased use of simulators has a considerable influence on the evaluation of the need to construct a replacement training facility. The difference between FAA's evaluation of the impact of simulators on air carrier training activity in the FEIS and GAO's evaluation is that GAO concluded that the number of future hands-on air carrier training operations could be considerably below the FAA's already low forecast. The FAA concedes this is possible in view of the imprecise nature of forecasting, particularly in a changing set of circumstances. The FAA also agrees that, even if its higher forecast is correct, the air carrier training need can be met at the Everglades Jetport without significant adverse environmental impact.

4. General Aviation Need. It is not the FAA's intention to base the need for a replacement facility primarily on satisfying forecasted general aviation demand. The FAA simply recognizes the general aviation demand presently being met at the Everglades Jetport and forecasts a continuing demand of this type, whether at the Everglades Jetport or at a replacement airport. The most recent FAA forecast is higher than the one available at the time the FEIS was prepared and projects 44,000 annual operations (including some minimal air carrier training) at the Everglades Jetport in 1995.

The FAA does not agree with, and previously rejected, Dade County's analysis (reflected in Table 2-3 on page 14 of the GAO report) believing that it contains unrealistic and arbitrary assignments of general aviation. The FAA forecasts that general aviation demand will be constrained by airport capacity in south Florida absent new airport development. This need, however, could be met by either the Everglades Jetport, Site 14, or other new sites. To reiterate, the FAA does not regard the general aviation need as a primary determining factor as GAO seems to believe.

[GAO COMMENT: The final EIS gives the impression that general aviation is the driving factor since it states that air carrier training has been substantially modified. While FAA says its intention is not to base the need for a replacement facility primarily on satisfying forecasted general aviation demand, we believe general aviation needs should not be considered at all because the Pact was concerned with air carrier training.]

5. Airspace. The FAA and Dade County are still investigating the potential airspace conflicts highlighted in the FEIS. At this time, the FAA is not prepared to comment on this section of the report.

We can point out, however, that paragraph 1, page 19, does not reflect the intent of the information we provided. As written, it is confusing and technically incorrect. The number of runways and their placement in relation to the runways at other nearby airports obviously impact the use of surrounding airspace. We suggest this paragraph be eliminated since the subsequent paragraphs in the report more accurately and clearly define the situation.

[GAO COMMENT: We have deleted this paragraph.]

6. Ground Access. In addition to including assumptions from the 1975 draft environmental impact statement which represented the ground access planning at that time, the FEIS updated ground access assumptions to project a greater reliance on the private automobile up to the year 2000 (beyond which no projections were made). The percentages attributable to the various modes by the year 2000 were 84.2 percent private automobile, 2.8 percent limousine, 9.4 percent taxi, and 3.6 percent public transit (bus).

We do not believe that ground access is a significant problem for Site 14. Dade County and the State of Florida are examining access planning in more detail at the present time.

[GAO COMMENT: These figures were taken from a footnote based on DCAD estimates contained in a summary of emissions from site 14 table in the final EIS. As noted in the report, the final EIS incorporates assumptions from the 1975 draft EIS which anticipates primary reliance to be placed on public transit. This further demonstrates the inconsistency between the ground access criteria and current planning.]



United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

In Reply Refer To:
ER-82/392

APR 6 1982

Mr. Henry Eschwege
Director, Community and Economic
Development Division
U.S. General Accounting Office
Washington, D.C. 20548

Dear Mr. Eschwege:

We are pleased to respond to your request of March 1, 1982, for this Department's comments on your draft of a proposed report to the Congress, entitled: **"A Fresh Look Is Needed at the Proposed South Florida Jetport."**

We understand from the Report that you do not object to Site 14, per se, as a new commercial jetport site for Dade County or to the land-banking of that site pending resolution of the airspace problem. Our specific views on your two recommendations in the draft report are reflected in the enclosure.

We believe it worth recounting that in mid-1970, the parties to the Jetport Pact initiated a systematic evaluation of some 36 suggested sites. This led to the identification of Site 14 as the one having the greatest potential within Dade County for eventual use as a commercial jetport. It was carefully studied before the Draft Environmental Impact Statement was issued in 1975. All environmental, social and economic aspects then were rigorously reevaluated in cooperation with other Federal, State and local agencies before the Final Environmental Impact Statement: Replacement Airport for the Everglades Jetport was released in late 1981.

As that document recognizes, Site 14 is not a perfect site. In our opinion, there probably is no perfect site in Dade County because of its extensive urban/suburban areas, water conservation areas, and critical habitat for endangered wildlife species. But Site 14 is the one, above all others, which has been found to have the least environmental, social and economic problems.

Recently, some further comments have been received about site-specific use concerns. These are requiring follow-up interagency coordination and this is on-going. Your report and its analyses will greatly assist the executive branch in these activities and its decision-making process about Site 14.

Mr. Henry Eschwege

2

The existing Everglades Jetport site in Dade and Collier Counties, if fully developed and operational, would be incompatible with the Big Cypress National Preserve which surrounds it. The Department of the Interior's objective has been, and continues to be, to work with Dade County, the State of Florida, and the U.S. Department of Transportation in the selection of a replacement airport site for the Everglades Jetport.

Thank you for affording us the opportunity to offer these comments.

Sincerely,



SECRETARY

Enclosure

ENCLOSURE

Department of the Interior

Comments on Draft GAO REPORT Recommendations**"A Fresh Look is Needed at the Proposed South Florida Jetport"**

RECOMMENDATION: ". . . that when the current extension to the Jetport Pact expires in January 1983, the Secretary of Transportation not agree to renew it until it is revised to recognize that a training facility is no longer needed and that the claimed need for a regional airport has been moved 15 years into the future.

COMMENT: We initially would note that the Articles of Agreement in the Jetport Pact specify: "NOW THEREFORE, the Secretary of Transportation and the Secretary of the Interior acting jointly and severally on behalf of the United States (hereinafter called the 'United States')" Accordingly, it is appropriate to replace the term "Secretary of Transportation" with "United States."

[GAO COMMENT: Because the Pact addresses a transportation facility, we made the recommendation to the Secretary of Transportation.]

From a substantive standpoint, we find that the Department of the Interior lacks the expertise to determine if (1) aircraft training facilities are no longer needed in South Florida, and (2) the claimed need by the Dade County Airport Authority for the development now of a new commercial airport in Dade County has moved 15 years into the future. We defer to the Secretary of Transportation on these subjects.

Notwithstanding, we believe that sound land use planning (a subject in which this Department does have expertise) in Dade County and South Florida requires the early selection and acquisition for land banking purposes of a replacement site for the existing Everglades Jetport. Taking this action as soon as possible is plain good sense since it would ensure that Dade County would have, in hand, a site for commercial jetport development - - be it 10, 15, or 25 years into the future. Also, it would allow Dade County, through its zoning actions, to ensure that any induced development around a replacement site would be compatible with use of the site as a full fledged commercial airport. Cities such as Fort Worth/Dallas, Pittsburgh, and Salt Lake City have successfully employed this orderly and economical procedure in planning ahead for future airport developments.

At current levels, continued use of the runway at the Everglades Jetport site by the Dade County Airport Authority for air carrier training purposes is acceptable. Construction of the replacement runway and other interrelated facilities could then be deferred until Dade County decides to move ahead with construction of a new commercial airport on the land-banked site. Short term, this may be fiscally desirable because of present day Federal budgetary problems. Long range, however, substantially higher construction costs would be incurred.

RECOMMENDATION: ". . . that the Secretary of Transportation satisfactorily resolve the airspace conflicts that commercial development at Site 14 may create and the inconsistent ground transportation access planning for Site 14."

Draft GAO Report

2

COMMENT: In this case also, the Department of the Interior, lacking appropriate special expertise, defers (1) to the Secretary of Transportation (Federal Aviation Administration) to resolve any potential airspace operational problems that have been identified for Site 14 and vicinity, and (2) to Dade County Department of Public Works, Florida Department of Transportation, and the U.S. Department of Transportation (Urban Mass Transportation Administration and Federal Highway Administration) to resolve the concepts for providing ground access transportation to Site 14.

With respect to item (2), this Department, however, stands ready to assist in the evaluation of those environmental facets, wherein we have special expertise, for any ground transportation corridors that may be identified in the resolution of ground access planning concepts.



STEPHEN P. CLARK
Mayor

Office of the Mayor
METROPOLITAN DADE COUNTY-FLORIDA

242 DADE COUNTY COURTHOUSE

MIAMI, FLORIDA 33130

579-5305

April 27, 1982

Mr. Henry Eschwege
Community & Economic Development Division
United States General Accounting Office
441 "G" Street, N.W.
Washington, D.C. 20548

Dear Mr. Eschwege:

Transmitted herewith is a response from Metropolitan Dade County Florida to the draft of your proposed report titled "A Fresh Look Is Needed At The Proposed South Florida Jetport." If you have any questions or comments on this response, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen P. Clark".

Stephen P. Clark
Mayor

cc: M.R. Stierheim
R. H. Judy

A RESPONSE
TO THE
DRAFT OF A
PROPOSED REPORT
TITLED
"A FRESH LOOK IS NEEDED AT THE
PROPOSED SOUTH FLORIDA JETPORT"

OFFICE OF THE MAYOR
METROPOLITAN DADE COUNTY, FLORIDA

April 26, 1982

PREFACE

In January, 1970, Dade County entered into a compact with the Federal Government and the State of Florida. The purpose of this compact was to estop Dade County from further development of its planned jetport at the edge of the Everglades National Park beyond the initial runway, to prevent the use of this runway for other than training flights, and to locate, acquire and replicate the initial runway facility at another location with specified characteristics. Full compliance with the Articles of Agreement of the compact will result in vesting in Dade County the ownership of land suitable as the site for a regional airport, the construction of a single runway at that site, and the transfer of title of the existing thirty-nine square mile airport near the Everglades to the Department of Interior for inclusion in the Big Cypress National Preserve.

In the preamble to the Articles of Agreement, the fourth whereas clause states:

"Whereas, Dade County in 1968...selected and acquired some thirty-nine square miles of land...on a portion of which it has now constructed a single runway Training Airport and on the balance of which it had originally intended to construct the regional airport

serving the South Florida area, all with the continuing advice and approval of the Federal Aviation Administration,"

The last whereas clause of the preamble states:

"Whereas,...it is the intent of the United States that it will assist Dade County to the maximum extent possible with resources available to it...in seeking and developing a mutually agreeable, suitable site for a regional airport adequate to accommodate passenger, cargo, mail and training facilities."

Under the subsequent Articles of Agreement of the compact Dade County agrees, among other things,"...to locate a suitable site in South Florida for a regional airport adequate to accommodate passenger, cargo, mail and training facilities.... When such a regional airport site has been acquired, priority shall be given to the construction of training facilities...." (Article I. B.)

The State of Florida agreed that it: "Will diligently assist Dade County in the location of a site for a regional airport adequate to accommodate passenger, cargo, mail and training facilities. In the event title to such site selected or any part thereof shall be in the State, the State shall convey the same to Dade County without cost. In the event federal funds are made available to the State for airport purposes, the State shall give first priority...to the

acquisition and improvement of land for such regional airport."
(Article II. A.)

The United States agreed among other things, that it:

"Will promptly develop and establish reasonable criteria, including environmental criteria, against which proposed sites for a regional airport adequate to accommodate passenger, cargo, mail and training facilities shall be measured. Upon the establishment of such criteria proposed sites shall be duly considered and evaluated by the United States and Dade County, and in the course of such evaluation due consideration shall be given to any recommendation made by the Department of Interior." (Article IV.C.)

This compact among the three governmental jurisdictions has become known as the Everglades Jetport Pact. It was executed by the Secretaries of Transportation and Interior as agents for the Federal Government, by the Governor as agent for the State of Florida, and by the Mayor of Metropolitan Dade County for the County. This Pact has been deemed to be a set of contractual obligations and commitments of the Federal Government, the State of Florida and Dade County since first executed and through the successive renewal signings. In Article V. A., it is stated: "This contract shall become effective when signed by all parties... This contract may be renewed upon mutual agreement of the parties, who may, by mutual

agreement, amend or modify its terms..." (emphasis added).

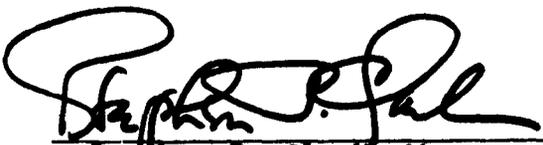
Performance under this contract has included the designing of a site search study; funding of the study by the Federal Government, the State of Florida and Dade County; and the completion of that study, which has resulted in the selection of the location of the South Florida Regional Airport at an area known as Site 14. Following the selection of the site, the environmental evaluation and assessment process under Section 102 of the National Environmental Policy Act was begun for the acquisition of the airport land, the construction of the replacement runway, and the operation of the facility for training flight purposes. The Final Environmental Impact Statement for this phase of the airport development, which is the limit of development contemplated under the Jetport Pact as required to compensate Dade County for its abandoning the Everglades Jetport, was approved by the Federal Aviation Administration and the Department of Interior in November 1981.

It is now time to proceed with the next phase of compliance with the Jetport Pact - the acquisition of the land at Site 14 and the planning of the new regional airport. However, the U. S. General Accounting Office, in a draft report issued March 1, 1982, raised questions on South Florida airspace, surface access to the new airport and the need for an air carrier airport training facility. And, because the issues raised by the GAO threaten South Florida's future, their comments must be addressed and solutions to problems provided at this time.

[GAO COMMENT: This is Dade County's view. As noted on page 2 of the report FAA must still approve site 14 as an airport site and Congress must still approve funding.]

In the Response which follows, it is noted that the questions on airspace and on surface access have been, or can be and will be, satisfactorily resolved, and that the need for a training runway, required under the terms of the Jetport Pact, is a non-issue. The real issue is a matter of ultimate use of the runway and therefore more a question of timing rather than whether a runway should or should not be constructed. Projections of the FAA, the Florida DOT and the Dade County Aviation Department all indicate that between the years 1995 and 2000 the existing commercial airports serving southeast Florida will be at maximum realizable capacity, and the new regional airport will be needed. At this time modification in the development sequence is not significant. For twelve years Dade County has acted to preserve the option of a new airport. It is now time to implement the terms of the Jetport Pact, to develop a funding program acceptable to the United States and Dade County and to begin the acquisition of the airport site, and to start preparation of the full Airport Master Plan and additional environmental studies. Evolving economic and social needs can then dictate the timing of subsequent development.

Dade County has in the past and will continue in the future to meet its commitments under the Articles of Agreement of the Jetport Pact. It looks to the other parties to this compact, the State of Florida and the U.S. Government, to fulfill their contractual commitments.


Stephen P. Clark, Mayor
Metropolitan Dade County

RESPONSE

The investigators who prepared the U.S. General Accounting Office's proposed report, titled "A Fresh Look Is Needed At The Proposed South Florida Jetport", raised two alleged problems, made one finding of fact but drew an erroneous conclusion therefrom, and created an innuendo for use in parrying subsequent thrusts of logic or fact. The proposed report by the General Accounting Office on the new Southeast Florida Regional Airport is the result of a review of the compact between Dade County, the State of Florida and the Federal Government, known as the Everglades Jetport Pact, and the perusal of twelve years of aeronautical and environmental research, studies and reports, plus interviews with aviation and environmental specialists. These reviews, perusals and interviews were conducted by auditors untrained and unskilled in the scientific and engineering fields of aviation, aeronautics and environmental impacts. This has resulted in several honest, but potentially harmful, misinterpretations of procedure and misapplications of fact, which led the reporters to false conclusions.

No detailed editing of the proposed report will be made in this response. Rather, comments will be limited to the four significant points in the draft, which if left uncorrected could lead the general reader and laymen to erroneous conclusions about the new Southeast Florida Regional Airport - its location, its need and

and its impact. These four points are the two alleged problems, the one misapplication of fact, and the innuendo.

Airspace

The GAO Draft Report states "...significant airspace conflicts with existing South Florida airports may be created by commercial operations at Site 14. These conflicts have the potential of reducing overall airport system capacity provided by a Site 14 airport", (page 17, Draft Report)^[1/]. In the subsequent detailing of this allegation, the definite implication is left that there will be a reduction in the airport system capacity. Both inferences are totally false and appear to result from a complete misunderstanding of the term "capacity," as applied to airports, a failure to read or a failure to understand the Dade County Airport System Plan (Planning The Dade County Airport System, May 1981), and a misuse of two FAA internal memoranda generated for purposes of airport airspace allocation (January 1973 and April 1981, FAA Southern Region, Atlanta).

The January 1973 FAA airspace memorandum stated that there was no objection, with conditions. The conditions identified some issues for further consideration. These issues were based on a comparative assessment of impacts of three final candidate sites in the site selection process. As part of the criteria set for the site study, analyses were done on a worst case of circumstances, in which an airport fifty square miles in size, with six runways and 115 million passengers per year was used. For site selection purposes, the con-

1/Page 17 of the final report.

cern was relative impact of the three sites with no efforts made to mitigate those impacts. The 1981 update of that earlier memorandum resulted from only a cursory review for the purpose of reestablishing the airport airspace allocation, and again no effort was made at mitigation or resolution of the potential impacts.

Although out of phase with the normal planning process, because of the proposed GAO report Dade County has prepared an airspace management and operations study for the South Florida area. The results of the study clearly demonstrate both the feasibility and the capability of operating a commercial airport at the Site 14 location. The study addresses the airspace utilization and airport system operation with first, a one runway commercial airport at Site 14; second, a two runway airport operation; and third, a full four runway commercial airport operation. The study and airspace solutions are based on existing aviation technology.

The study concludes that:

1. Site 14 would have literally no effect on operations at Ft. Lauderdale-Hollywood International Airport and North Perry Airport.
2. Site 14 would impact instrument approaches to Runway 12 at Miami International Airport. Instrument Flight Rule approaches to Runway 12 would require radar controlled turn to final approach. Departures from Runway 30 would require an immediate left turn to the west until above Site 14 inbound traffic before starting turns to the north or northeast.

3. Adjusted traffic patterns at Opa-Locka Airport would not be in conflict with a single runway traffic pattern at Site 14.
4. Special operational procedures can be developed that would permit Opa-Locka to operate indefinitely with Site 14 operating at capacity, providing Opa-Locka Airport is not used for Category D aircraft. Its location in proximity to Site 14 is very similar to Chicago O'Hare and Midway airports, Newark and Teterboro airports, and Seattle/Tacoma and Boeing airports, in that they also have overlying ILS approaches.
5. It was determined that peak traffic volume at Miami International, Ft. Lauderdale-Hollywood International, and Site 14 can be accommodated; however, the enroute airspace system would be taxed to capacity. Restructuring of the traffic flows, both terminal and enroute, would be necessary to gain more efficient use of the airspace.
6. A high volume of air traffic in Southeast Florida would have an impact on the enroute airspace overlying the Florida peninsula. The numerous military restricted areas, warning areas and military operating areas compound this problem. The proposed location of the Site 14 or any other site that may be considered would have the same impact on this airspace. Area navigation

and secondary surveillance radar, as planned in the NASP, may alleviate this constraint by improved utilization of the airspace.

7. The preponderance of prevailing visual flight conditions in Southeast Florida expedites the movement of instrument traffic. The extreme mix of heavy and light aircraft on the same runways puts constraints on higher flow rates due to ATC procedures required to minimize the effect of wake turbulence. The additional runways at Site 14 will permit greater segregation and flexibility between heavy and light aircraft, which can result in higher flow capacities.
8. The study revealed that the Miami terminal area, including Site 14 operating at capacity, would not be as complex as New York City, Los Angeles, San Francisco and Chicago terminal areas are currently.
9. Implementation of the NASP can only further minimize the impacts of Site 14 operations on other airports in Southeast Florida.
10. Visual Flight Rule airport capacity (light aircraft touch and go operations) will be impacted by the eventual closing of Opa-Locka West. However, Dade County has ample time to plan for and provide whatever replacement facility is required.

The Dade County Airport System Plan proposes a reallocation of aircraft operations among the airports to meet the operational goals and objectives of a system. It does not propose nor does it result in a reduction in capacity at the airports. The misunderstanding of the term capacity by the GAO reporters, as that term is applied to airports, is reflected in their incorrect use of the statistics in the Dade County Airport System Plan, and is also indicated in their Table 3 - 1 on page 19 of their Draft Report,^[1/] in which they compare, equally, air carrier operations with general aviation operations.

Ground Access

The second problem addressed in this response is the allegation set forth on page 17 of the Draft Report,^[2/] where it is stated "...ground access planning for the Site 14 airport has resulted in planning a ground access system, which is inconsistent with established criteria." (emphasis added). The report points out the criteria established by Dade County in 1973 that ground access to a commercial airport located at Site 14 requires primary emphasis to be on mass transportation modes. This criteria remains in effect today, and is correctly cited and quoted in the Draft Report (page 21).^[3/] However, the ground access system to the new regional airport at Site 14 has not been planned. The GAO reporters, being unfamiliar with the planning process, mistook a corridor location study as a surface access system plan (Site 14 Access Corridor Study, April 1980). This

1/Table 4 on page 19 of the final report.

2/Page 17 of the final report.

3/Page 21 of the final report.

corridor study was an effort to locate the best corridors for routes to connect the proposed Jetport at Site 14 with the existing and planned transportation network. Following the criteria established at the very beginning of the replacement airport site search, in which, for evaluation purposes, impacts were always assessed on a worst case situation, the access corridor study "loaded" the routes with automotive vehicles to assess the impact on the existing and planned highway system. This in no way commits the system to primary reliance on the automobile. The criteria of emphasis being placed on mass transit remains in effect, and when the planning and engineering for the actual system is undertaken in the future, that criteria will be applied to the extent that is then appropriate.

It is appropriate to note here that, at the time of the advanced briefing on the GAO Draft Report, the access corridors were challenged as being incorrect because of the inability to develop additional interchanges at their termini with Interstate Highway 75, now under construction east of the airport site. It was pointed out at that time to the GAO reporters and briefers, that there were interchanges already planned and in part under construction, to which access routes could be connected for a regional airport at Site 14. Since that advance briefing, the challenge on the surface access was shifted to the present comment relative to emphasis on the mass transit mode.

Air Carrier Training To Be In Simulators Not At Airports

The GAO reporters correctly found, and the Draft Report states, that the great majority of air carrier aircraft pilot training will be in

simulators in the future, and that there is a diminishing need for an airport facility devoted to such pilot training. The FAA announced a plan to permit additional flight crew training in advance simulators in the November 13, 1979, Federal Register. The FAA regulation was approved on July 14, 1980. Because of energy conservation and cost reductions, the use of simulators by airlines is on the increase today. All of this was discussed in the Final Environmental Impact Statement. However, for the GAO to go from that correct finding regarding air carrier training to the statement that, "The Federal Government can save about \$129 million by not funding the construction of unneeded training facilities," (page 5, Draft Report), ^[1/] is a failure to recognize the full purpose of the replacement runway proposed at Site 14 and, of course, advocates a violation of the existing contract between the Federal Government, the State of Florida and Dade County.

The Articles of Agreement, known as the Jetport Pact, state:

"IV. The United States agrees that:

"C. Will promptly develop and establish reasonable criteria, including environmental criteria, against which proposed sites for a regional airport adequate to accommodate passenger, cargo, mail and training facilities shall be measured. Upon the establishment of such criteria, proposed sites shall be duly considered and evaluated by the United States and Dade County, and in the course of such evaluation due consideration shall be given to any recommendations made by the Department of Interior."

1/Page 5 of the final report.

"I. Dade County agrees that it:

"B. Will immediately undertake appropriate, necessary action, employing its best efforts, to locate a suitable site in South Florida for a regional airport adequate to accommodate passenger, cargo, mail and training facilities.... When such a regional airport site has been acquired, priority shall be given to the construction of training facilities,..." (emphasis added)

In the Final Environmental Impact Statement, Volume I, November, 1971, pages S - 23, 24 and 25, titled "Replacement Airport For The Everglades Jetport", it is stated that:

"A provision of the Jetport Pact of 1970 is that a replacement airport site for the Everglades Jetport must be suitable for an airport adequate to accommodate passenger, cargo, mail and training facilities. This is a key provision.... It would obviously not be in the best interests of the Federal Government, the State of Florida, or Dade County to select a new airport site, which would accommodate training operations, but which would prove incapable (because of aeronautical reasons, engineering feasibility, environmental impacts, or other reasons) of accommodating commercial airport development when this need develops in southeast Florida.

"For this reason, the Site Selection Study's Review Team examined potential replacement airport sites from the perspective of a site able to accommodate a multi-runway airport

configuration with related passenger facilities, and on which runways could be aligned to conform with the existing air traffic flow of the South Florida area....

"Sufficient environmental and other technical analyses have been conducted and included in the FEIS to make a reasonable determination that the recommended Site 14 is adequate for commercial use...."

These quotations from the Articles of Agreement of the Everglades Jetport Pact and from the Final Environmental Impact Statement for the replacement airport at Site 14 clearly indicate that the ultimate purpose of this effort is the development of a new commercial airport to serve the southeast Florida region. The initial runway at Site 14 is proposed as a replacement for the runway at the Everglades Jetport. It is to be used first for training flights only, thereby permitting the closing of the Everglades site and its transfer to the U. S. Department of Interior for inclusion in the Big Cypress National Preserve. However, this new runway will become and will be used as the initial runway for a commercial airport, pending further planning and environmental evaluation.

For the GAO to propose seriously that the Federal Government renege on an agreement which Dade County and the State of Florida have been operating under in good faith for 12 years is appalling. However, it may be that the GAO proposes that the construction of the replacement runway may be postponed and its cost deferred at this time. If

so the GAO may wish to revise the top paragraph, page 5,^[1/] of its Draft Report to read as follows:

"The Federal Government can defer about \$129 million by not funding the construction of unneeded training facilities. To achieve this deferral in spending when the Jetport Pact -- which effectively provides for 100 percent Federal funding of a South Florida training airport -- comes up for renewal in January 1983 the Government should not agree to renew it unless it is revised to recognize that the part of the Pact dealing with a training facility is no longer needed and that construction will be deferred until commercial need is present."

This alternative is discussed in the Final Environmental Impact Statement, starting on page A IV - 61. However, we do not believe any amendment to the Jetport Pact is required to accomplish this phasing sequence; i. e. acquire the site, master plan the airport and prepare additional environmental assessment, and design and develop a runway for commercial use as needed. Such timing is permitted under the existing terms of the Pact.

Further, since the GAO used the estimated cost figures from the Final Environmental Impact Statement for the cost of construction of the replacement runway, it is important to explain that estimate. To construct the replacement runway and taxiway in the manner originally anticipated at Site 14, and using techniques similar to those employed in the construction of the existing runway and facilities at the Dade-Collier Airport, the estimated cost would be \$60 million

1/Page 5 of the final report.

dollars. However, if the water control devices which were demonstrated to EPA are required, then the changes in construction techniques and earth work requirements, plus the cost of additional equipment and materials, increase the cost by \$69 million dollars. There is strong engineering and scientific opinion to indicate that the additional expenditure will be unnecessary and that at the time of final engineering and complete environmental studies for the commercial facility it will be proven that water resource control can be achieved without resorting to the costly demonstrated devices.

Timing of Commercial Need

Today the need for another commercial air carrier airport to serve the southeast Florida region is targeted for the 1995 to 2000 period. In the preamble to the Articles of Agreement between Dade County, the State of Florida, and the Federal Government for the development of a replacement for the Everglades Jetport, the second whereas clause states, "Whereas, there is the further recognized need for a South Florida regional airport the construction of which must be completed before the end of this decade;". Since the Articles of Agreement were executed in 1970, the end of the decade would have been 1980, and it is apparent today that (decade) should have read (century), which would have brought the need to the year 2000. The document Preliminary Environmental Impact Statement, dated October 1972, of the South Florida Regional Airport Site Selection Study Program, on pages 16 and 17 points out that at that time it was anticipated Miami International Airport's capacity would be exceeded between 1980 and 1990. At Ft. Lauderdale, capacity would be reached

by 1980, while West Palm Beach capacity would exceed demands until the end of the century. These projections were based at that time upon capacities of 25 million passengers at Miami International, and 8 million at Ft. Lauderdale and West Palm Beach combined. However, the Dade County Board of Commissioners, in 1973, in their policies established with the approval of the Site 14 location, stipulated that Miami International Airport is to be developed to the limit of its economic and environmental capacity before any commercial activity is started at Site 14. Also, a new Airport Master Plan for the Ft. Lauderdale-Hollywood International expanded its capacity to approximately 15 million passengers. Therefor, by 1975, when the Draft Environmental Impact Statement was prepared, the forecast of the time of need for the new regional air carrier airport was the year 2000 (see pages 54 and 55, Draft Environmental Impact Statement, "Replacement Airport for the Everglades Jetport", December 1975). Thus, it was the Dade County Commission's policy determination in 1973, which more than doubled the previous planned capacities for the existing commercial airports, that has permitted the deferral of construction of a new southeast Florida regional air carrier airport to sometime between 1995 and 2000.

Throughout the site search, the preliminary planning and the environmental studies and evaluation performed since 1973, the projected need for commercial operation at a regional airport at Site 14 has been "at the end of this century". By innuendo, the GAO Draft Report challenges the assertion that another commercial airport facility will be needed in southeast Florida between 1995 and 2000. Dade

County has prepared a report which explains this need, and why the planning and acquisition of that airport, to be located at Site 14, needs to proceed at once. That report also is being forwarded to the Department of Transportation for the Secretary's evaluation and use. In conclusion, it must be noted however that regardless of the forecast date, time is of the essence and the opportunity to select a site today may vanish tomorrow.

STATE OF FLORIDA

OFFICE OF GOVERNOR BOB GRAHAM

May 3, 1982

Mr. Henry Eschwege
Director
United States General
Accounting Office
Washington, D. C. 20548

Dear Mr. Eschwege:

I appreciate your sending me a copy of your agency's draft report "A Fresh Look is Needed at the Proposed South Florida Jetport". Mr. Thomas Reese and his staff objectively analyzed a very complex project. Their briefing and presentation of the report to me on February 26 was thorough and concise.

The timely release of this provocative report has caused much discussion and reflection on a transportation issue that affects all southeast Florida. The document will be of value to all signatories as we renegotiate the Jetport Pact which is to expire in January 1983. The Dade County Aviation Department commissioned several studies for response to your concerns. These studies have been completed and will be forwarded to your office for review.

Thank you for giving us the opportunity to review your document which addresses an issue of importance to Florida and the National Airport System Plan.

With kind regards,

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Graham", written in a cursive style.

Governor

BG/mkc

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