

THE SUNDOWNERS, INC./SUNDOWN PATROL OF LEE COUNTY OPERATING RULES  
Revised **May 4<sup>th</sup>, 2016**

The following Operating Rules of The Sundowners Inc./Sondown Patrol of Lee County

have been established in accordance with Article VIII of the By-Laws.

Exceptions to any Operating Rule may be granted by the Board of Directors.

Any Club action involving a motion to modify a Board action shall be chaired by an active Member appointed by the President and shall not be a current Officer and/or Director.

### 1. DEFINITIONS

The following definitions are used in the Operating Rules:

Aircraft.....Any aircraft owned and/or operated by Sundowners Inc.

Aircraft Condition Checklist.....A form that is on the front of the hobbs book in each aircraft.

Board.....The Board of Directors of Sundowners Inc.

Club.....The Sundowners Inc./Sundown Patrol of Lee County

Club Approved Flight Instructor.....Any Flight Instructor certified by the FAA as a CFI or CFII and approved by Sundowners, Inc. Board of Directors to instruct Club Members in Club Aircraft. Instructor must be current according to FAA regulations to operate as PIC of any Club aircraft and must provide a copy of his/her current and valid liability insurance pertaining to his/her flight instruction and otherwise comply with the provisions of section XI below.

Flight Supervisor.....The person elected or designated by the Board to supervise the flying operations of the Club. The Board may act for the Flight Supervisor.

FMY.....Page Field, Fort Myers, FL.

Hobbs Engine Meter.....Meter in each Aircraft which indicates engine usage time. The numerical value indicated on the Hobbs Engine Meter is recorded in the Hobbs Flight Time Log.

Hobbs Flight Time Log.....Engine time record maintained aboard each aircraft used for billing and condition comments. The Hobbs Flight Time Log is kept in the aircraft. This must be completed at the end of each flight.

LOA – Leave of Absence.....Members may request a leave of absence when they will not be available to participate in club activities or use club aircraft for a period of 6 months at a lower dues rate as set by the Board of Directors, after 6 months of LOA the member must return to active membership status or go inactive.

Active Pilot Member.....An active member with all privileges and access to club facilities.

Active Observer Member.....An active member with all privileges reserved for Observers.

PIC.....Pilot In Command, the person responsible for safety of the aircraft and its occupants.

Schedule Master.....A web-based electronic scheduling system for all aircraft, to be used for reserving Aircraft for Member use. See Section VII for the additional Schedule Master Requirements. The Scheduling service is paid by Sundowners, Inc and is accessed through the internet at [www.schedulemaster.com](http://www.schedulemaster.com) or phone reservations may be made by dialing 1-800-414-6114.

Schedule Master Access Information ..... A Member is assigned his/her own user name and PIN number, by the flight supervisor.

Sign-up / Reservation.....A single period of time for which an aircraft or Patrol position is reserved.

Sundown Patrol of Lee County.....A boater safety patrol of the local waterways flown when scheduled to search for boaters in distress. This patrol may be extended whenever USCG, Sheriff or Marine Patrol have an emergency which requires assistance.

## II. MEMBERSHIP

1. Regular meetings of the Membership shall be held at Base Ops on the first Wednesday of the month, at 7:00 PM local time.
2. Applications for Membership will be considered by the Vice-President, Chairman of the Membership Committee, who will present applications in order of receipt, with priority as follows: first, Inactive Pilot Members; second, previous Members who left in good standing; and third, new applicants.
3. After an applicant has paid the initiation fee, a checkout ride in a club aircraft, at the applicant's expense, shall be administered by a Club Approved Flight Instructor. The check ride shall be reported to the Board or it's representative. The Flight Supervisor or the Board may require additional training prior to the scheduling of any Club Aircraft.
4. To be accepted into Membership, an applicant must have paid the initiation fee.

5. A Member will not be granted Inactive Pilot Member status or LOA unless all debts owed to the Club are fully paid, and that Member is in good standing in all other respects.

### III. REPRIMANDS, GROUNDING and EXPULSION.

1. Any Member who is reckless or negligent in operation of Club aircraft, or acts in willful disregard of FAA regulations, state, local or Club by-laws and Operating Rules may be Reprimanded, Grounded, and/or Expelled by the Board of Directors. Additionally, the Board may expel any member who the Board determines is acting in any way that is not in the best interests of the club in which case such expulsion by the Board must be by at least 60% of the board. Any Member who is to be considered for disciplinary action shall be granted a hearing by the Board, and may be grounded pending the outcome of the hearing. In the event the Board votes to expel a member for reasons other than reckless or negligent operation of any club aircraft, violation of FAA regulations, failure to meet that member's financial obligations to the Club and/or violations of any federal, state or local laws, that member may appeal such Board action in accordance with the Club's by-laws.
2. Any Member who has not paid a bill in full of more than one hundred (\$100) dollars within forty five (45) days from the date of the billing is automatically Grounded and loses the right to reserve Club Aircraft. The Board shall mark the Members as "Suspended from entering new schedules" in Schedule Master until Members debts are current. Member's scheduling privileges will be restored once their debt has been satisfied by the board.
3. Any Member who has not paid a bill of more than one hundred (\$100) dollars within ninety (90) days from the date of the billing or made satisfactory arrangement with the Treasurer to meet their obligations may be automatically expelled from the Club.
4. Every effort should be made by Members to attend all Membership meetings as this is the only forum where current information of safety and operations matters is discussed. If meeting attendance is impossible, then the Member should contact the Vice-President stating the reason(s) for continued absence. A Member missing three (3) consecutive meetings without due cause may be considered by the Board for disciplinary action up to and including expulsion.

#### IV. PILOT CURRENCY

1. For an active Member to be eligible to act as a PIC of any Club aircraft, he/she must meet all currency requirements of FAR 61 and have logged time in Club aircraft or the same category and class aircraft model within the preceding three months.
2. Members flying at night must meet the requirements of FAR 61.107, 61.109 and 61.57.
3. Members are highly encouraged to purchase “non-owners” insurance in an amount equal to or greater than the Club's deductible on its current aircraft insurance as it may be modified from time to time.

#### V. AIRCRAFT OPERATION

1. All flying activities using Club aircraft shall be subject to and in accordance with FAA regulations, state and local laws, and Club Rules.
2. Aircraft may land only at airports shown on aeronautical charts, unless otherwise specifically authorized by the Board of Directors.
3. Use of Club aircraft for commercial purposes is specifically prohibited. Use on a personal basis for business purposes, and Club Approved Flight Instructors teaching Members for a fee is not considered commercial use.
4. A trip over foreign land (except the Bahamas) must have the prior approval of the Flight Supervisor. Pilots flying over the Bahamas must have completed Bahamas Travel & Familiarization training within the preceding twelve months. Contact the Flight Supervisor for the course information.
5. The Maintenance Officer must give prior approval to any trip which is expected to generate in excess of six hours on the Hobbs meter.
6. Aerobatics in Club aircraft are prohibited.
7. The Flight Supervisor may require a check ride of any Member at any time, and then may require additional instruction and/or make other recommendations pertaining to safety. The check ride and any additional instruction will be at the Members expense.
8. The PIC is personally responsible for the aircraft that they have signed out. At the conclusion of their flying period at FMY, the aircraft must be returned to its assigned parking area, and the Aircraft Condition Checklist completed. In the event another Member specifically assumes the responsibility for the aircraft before the flight termination procedure is completed, that Member then becomes the PIC of the aircraft. Member PICs must exchange "Aircraft Condition Checklist" and aircraft key.

9. The PIC must remove aircraft key when leaving an aircraft. Unattended aircraft must have doors and windows closed and locked, control yoke lock in place and aircraft must be properly tied down.
10. At the conclusion of each flight the PIC must legibly complete the Hobbs Flight Time Log, record the Hobbs meter starting and ending readings, the total flying time, and the dates of departure and return. If the Hobbs meter tenth of an hour dial shows a partial tenth, the PIC must record the next higher tenth hour in the Hobbs Flight Time Log.
11. Refueling time should be planned as part of the scheduled time of the returning PIC. Fuel tanks should be refueled after each flight. Due to weight and balance concerns and to provide PIC with greater options the aircraft should be fueled as follows:

All C-172's should be filled to the tabs. The C-182 should not be fueled by the returning pilot as it will be filled by the next scheduling pilot. The fueling policy for 70H has been updated as follows:

**SPECIAL NOTICE TO ALL PILOTS THAT FLY THE CESSNA 182 PLEASE NOTE FUELING POLICY**

\*\*\*\*\* All pilots of our 182, N7270H are to manage their fuel load such that there are no more than 40 gallons of usable fuel remaining on board upon return to the ramp. In the event an unexpected flight termination results in returning with more than 40 gallons usable, the returning pilot is to contact both 1) the next person scheduled to fly AND 2) the Club Flight Supervisor or Club President

12. Any PIC experiencing an aircraft or equipment malfunction should legibly detail all pertinent information in the Aircraft's Hobbs Flight Time Log, and the Aircraft Condition Checklist to assist in diagnosing the malfunction. If the aircraft is not Airworthy or continued use may render it not Airworthy, the aircraft **MUST** be Grounded using the following procedure:
  - a. The Member PIC must post a notice in the aircraft where it can be easily seen by the next PIC.
  - b. Record on the Aircraft Condition Checklist stating the malfunction giving PIC the reason for Grounding the Aircraft.
  - c. The Member PIC Grounding the Aircraft must notify the Maintenance Officer as soon as possible.
  - d. If the Member PIC is unable to contact the Maintenance Officer, then the PIC must contact any Member of the Board of Directors.
  - e. As a courtesy to Club Members who may not have checked Schedule Master, PIC should attempt to notify all pilots scheduled to use Aircraft informing them the Aircraft is Grounded.

- f. Always check Schedule Master before any flight. Schedule Master Messages will give PIC all up to-date information regarding the severity of the problem and anticipated repair time for the Grounded Aircraft.
- 13. All repair work must be pre-approved by a Club Officer, and preferably by the Maintenance Officer. If emergency work is required, the Member authorizing the work will be responsible for all costs unless prior approval has been secured.
- 14. A “right seat” or similar course from an approved club flight instructor is encouraged. Club aircraft may be used by current member’s immediate family and current member observers of the Sundown Patrol of Lee County for such purpose.
- 15. Emergency evacuation (hurricane flyaway) of Club aircraft, and requests for search missions must be pre-approved by a Member of the Board of Directors.
- 16. No Member may take a Club aircraft for flight over water unless equipped with survival equipment as defined in FAR 91.509.
- 17. No Member may take a Club aircraft more than fifty (50) nautical miles from FMY without entering a destination in Schedule Master..

## VI. AIRCRAFT RESERVATIONS

- 1. Members must reserve any Club Aircraft using Schedule Master. Sundowners, Inc. Board of Directors will allow a maximum of four (4) reservation periods with the following restrictions on the reservations:
  - a. One single continuous Aircraft reservation may not include more than three (3) full weekend days of eight (8) hours or more per day. Therefore, the maximum continuous reservation may not exceed thirteen (13) days.
  - b. The Schedule Master reservation must include the destination airport.
  - c. No more than two (2) separate reservations may include full weekend days,
  - d. Sundowner Patrol of Lee County has Aircraft Priority on any routine weekend or special search and rescue patrol. The Board shall designate which Aircraft has priority for Patrol flights. The Board shall have the authority to cancel Patrol flights based on anticipated aircraft availability. On any given patrol, it is the responsibility of the Member PIC to use Schedule Master to enter the date and time for the patrol. The start time is the time that Observers are to be at the airport.

- e. Observers must use Schedule Master to confirm that they will be available to fly the Patrol at the same time as the PIC has scheduled.
2. The Member PIC returning early and not using their full flight reservation must cancel the remaining time of the scheduled reservation, and release their remaining flying time by calling 1800414-6114 or accessing Schedule Master via the internet.
3. Joint reservations by two Members PICs are prohibited. Only one Member PIC can be responsible for Club Aircraft, however, two Active Member PICs can and should share expenses for flight time if each pilot would fly one way on a round trip cross country. This can be done for billing purposes by using the Hobbs Flight Time Log. Each Member PIC must record their individual hours respectively which must total the Hobbs Engine Meter Time for the trip.
4. When a reserved time is entered for a specific Aircraft, Schedule Master will permit another Active Member to enter a "stand by" reservation for the same time and Aircraft. Schedule Master will notify the Member with a "stand by" reservation, if the scheduled time becomes available online, however, a courtesy call to the Member with the "stand by" reservation is always appreciated.
5. Any Member PIC who fails to claim the "Aircraft Condition Checklist and Aircraft key" within thirty (30) minutes after the start of a partial day's scheduled reservation shall be considered to have cancelled their scheduled reservation.  
*Example: 9AM to 11:30 AM, No show by 9:30AM, any Member PIC may reserve Aircraft.*
6. Any Member PIC with a scheduled reservation for a full day or more who fails to claim the "Aircraft Condition Checklist and Aircraft key" at the Sundowner area at 605 Danley Dr. within two (2) hours after the start of a reserved period of one (1) or more full day( s) shall be considered to have canceled the reservation for the full reservation period.  
*Example: 7AM to 7PM, No show by 9AM, any Member PIC may reserve Aircraft.*
7. Minimum Hobbs Engine Time or Flight Time for extended use of the aircraft on overnight trips is one (1) hour minimum per calendar day for overnight trips. The calendar day for this purpose start at 12:01AM on the day following the initial scheduled reservation.

*Example: FMY to VNC, Leave Friday, Return Sunday. Minimum charge is 2 hrs. flight time.*

## VII. ACCIDENTS

1. Minor damage to Aircraft, such as stone bruises, dents and scratches resulting from contact with hangers or other objects shall be noted on the Aircraft Condition Checklist and the Hobbs Flight Time Log by the Member responsible for the damage, or by the Member first observing the damage by emailing BOD@Sundowners.club
2. Any Member involved in an accident or incident MUST comply with the requirements of NTSB 830, and MUST report it to the Flight Supervisor or other Club Officer immediately by phone and by email to the Board at BOD@Sundowners.club. The Member will provide any written reports or other documentation required by the Club and/or the Club's insurance company.
3. The Club will carry liability insurance for the Club and for the individual Members to cover any damages awarded to non-Members in such amounts (and deductibles) as the Board shall determine from time to time.
4. Hull damage insurance will be carried on Club Aircraft with movement or non-movement clause deductible. Any Member PIC who is responsible for accidental damage to Club Aircraft will be liable for repair costs up to the limit of the Club's deductible clause for each separate accident.
5. The Flight Supervisor and/or the Board of Directors have the authority to Ground any Active Member PIC in relation to the provisions of Section VII.

## VIII. AIRCRAFT RATES

1. Aircraft Rates will be determined by the Board and posted on Schedule Master for each Aircraft.
2. The Board may adjust rates from time to time to reflect changes in fuel costs as well as the general financial condition of the Club. Rate changes will be announced to the Membership prior to implementation.
3. Aircraft rates are per Hobbs Engine Meter hours and tenth of the hour. This rate includes the variable operating costs including fuel at the current FMY price. Ground costs at any locations other than FMY are paid by the Member.
4. A Member PIC will **only** receive credit for fuel or oil purchased; however, the Members PIC must submit original receipts to the Treasurer which clearly show the Member's name, Aircraft Number, and amount of fuel, or oil purchased, and the total cost.



5. The accountant/bookkeeper will credit Member PIC on the following monthly Club Statement for either the total cost of fuel (or the club's FMY cost at the first of the month [the club cost will be posted in the Schedule Master "Group Info" - "Forum" - "Club FMY Fuel Costs Forum Thread"] whichever is less) and oil purchased. Receipts over 60 days old will not be considered valid.

#### IX. DUES, FEES, and ASSESSMENTS.

1. Initiation fees and monthly Membership dues will be recommended by the Board and determined by the Membership. Amounts shown below are in effect as of September, 2015.
2. The monthly Club dues in the amount of forty (\$40.00) dollars. Leave of absence (LOA) monthly dues in the amount of five (\$5.00) dollars.
3. The monthly Observer dues in the amount of fifteen (\$15.00) dollars. Leave of absence (LOA) monthly dues in the amount of two (\$2.00) dollars.
4. Member Initiation Fee is Three Hundred (\$300.00) dollars plus forty (\$40.00) dollars for first month Club dues.
  - a. Student pilots may pay a partial Initiation Fee of One hundred (\$100.00) and Forty (\$40.00) dollars for first month dues. The balance of Two hundred (\$200.00) dollars of the Initiation Fee is due and payable upon their Solo Flight sign off.
5. A facility access procedure will be provided to all qualified members.
6. Invoices for monthly dues and aircraft use or rental will be sent monthly to each member and semi-annually to LOA members.
  - a. Payments are required within (thirty) 30 days of invoice.
  - b. Should any member use Club aircraft for a total of 10 hours or more in any hobs billing cycle, that member shall immediately (within (seven) 7 days) remit to the club a payment of at least \$1,000.00. The Club Treasurer should be notified that such an additional payment is being made. Failure to do so may result in temporary suspension of that member's right to use Club aircraft until this section is complied with.
7. For all payment that are not paid within 30 days from the date of invoice the Member shall be required to pay a late fee of \$25 and interest at the rate of 12% annual, and assessed monthly in addition to any other fees or costs that are described in paragraph 8 below or elsewhere in these Rules.

8. In the event the Club takes any legal action (whether or not such action results in an actually filed lawsuit) to collect any monies dues under this section or in the enforcement of these Rules and the Club by-laws, the Member against whom such legal action is directed will be required to reimburse the Club for its attorney fees and costs incurred.

#### X. OFFICERS and ASSISTANTS EXPENSE REIMBURSEMENTS

1. Officers and Assistants serve essentially as volunteers. Travel and "out of pocket" expenses related to their Club duties will be reimbursed on a case by case basis, subject to Board approval.
2. A Twenty (\$20) dollar monthly expense fund shall be available to President for Club benefit on a non-cumulative basis.

#### XI. FLIGHT INSTRUCTION

1. Club Aircraft may only be used for flight instruction by Club Approved Flight Instructors to train Club Members, and their immediate family members to participate in a "right seat" or similar course.
2. Flight Instruction is any activity where any member of the flight crew records flight time in a Pilot's logbook under a category such as "Dual Time" or "Dual Instruction Received".
3. The Board may approve those Members who hold FAA CFI or CFII ratings to be Club Approved Flight Instructor based on criteria that it will from time to time establish.
4. The current criteria for approval to be a Club Approved Flight Instructor are to:
  - a. be currently certified by the FAA as a CFI or CFII, and hold a current applicable medical certificate.
  - b. have liability insurance in effect to cover Flight Instructor activities.
  - c. conduct himself/herself in a manner that engenders confidence on the part of the Board in the applicants abilities to safely train club members in Club Aircraft.
  - d. Be a member in good standing.
  - e. be authorized as a "Provider" at Page Field by the Lee County Port Authority.

## XII. SCHEDULE MASTER REQUIREMENTS

Each members Schedule Master record will include the following fields. The “Dues/Membership” field will be used to determine their payment rate. The “PATROL” field will be used to determine the members availability to participate in flying Patrols. The “My CFI” field will show the preferred CFI for that club member. **In addition each member is responsible to update these fields when their status changes.** The selections are via a dropdown menu so that there will be consistency in the contents of the field. The Bookkeeper will have the ability to run Schedule Master reports so as to know everyone’s “Dues/Membership” status. The “PATROL” field will be used to determine the members availability to participate in flying Patrols. You must update your status by the 15<sup>th</sup> of the month to reflect any status change for the following month. The “Dues/Membership” information will be collected around the 20<sup>th</sup> of each month and retained as a record to verify all members status for billing. Follow the step by step tutorial in the club website [www.SundownPatrol.org](http://www.SundownPatrol.org) under information so that everyone knows how to change their “Dues/Membership”, “PATROL” and “My CFI” status.

1. The “Dues/Membership” entries are:
  - a. OBSERVER AE – This is for Aviation Explorer Observers only and must be entered by a super-user as it is not in the dropdown menu. OBSERVER AE members do not owe any monthly dues.
  - b. LIFE – This is for Non-flying members only and must be entered by a super-user as it is not in the dropdown menu. LIFE members do not owe any monthly dues.
  - c. CFI – Active CFI member, dues are \$40 per month.
  - d. PILOT – Active Pilot member, dues are \$40 per month.
  - e. STUDENT PILOT – Active Student Pilot member, dues are \$40 per month.
  - f. CFI LOA – CFI Leave Of Absence, dues are \$5 per month paid 6 months at a time (\$30.00).
  - g. PILOT LOA – Pilot Leave Of Absence, dues are \$5 per month paid 6 month at a time (\$30.00).
  - h. STUDENT PILOT LOA – Student Pilot Leave Of Absence, dues are \$5 per month paid 6 months at a time (\$30.00).
  - i. OBSERVER – Active Observer Member, dues \$15 per month.
  - j. OBSERVER LOA - Observer Leave Of Absence, dues are \$2 per month paid 6 months at a time (\$12.00).

- k. INACTIVE – Any Member that will not be active in the club for a period of 6 months or longer. (Selecting this is a request to become inactive so that they may return to normal membership at some later date.) When accepted the member is retired in Schedule Master. All dues and flying time must be paid before this request can be accepted.
  
- l. ASSOCIATE
  - i. An active member that selects this STATUS is requesting INACTIVE status, but wants to stay on Schedule Master to keep up with club emails.
  - ii. Any nonmember that wants to receive club emails.
  
- m. RETIRED – Any member completely leaving the club. They will be retired in Schedule Master.

**(NOTE: All dues and flying time must be paid for INACTIVE or any of the LOA statuses to be accepted. In addition LOA must pay for 6 months for the change to be accepted. INACTIVE returning before the 6 months will be charged the LOA rate for the time gone.)**

- 2. The “Patrol” entries are:
  - a. OBSERVER – Indicates the member is available to be scheduled for patrols.
  - b. OBSERVER SAT– Indicates the member is available to be scheduled for patrols only on Saturdays.
  - c. OBSERVER SUN– Indicates the member is available to be scheduled for patrols only on Sundays.
  - d. PILOT – Indicates the member is available to be scheduled for patrols.
  - e. PILOT SAT– Indicates the member is available to be scheduled for patrols only on Saturdays.
  - f. PILOT SUN– Indicates the member is available to be scheduled for patrols only on Sundays.
  - g. “ “ (BLANK) – Indicates the member is not available to be scheduled for patrols.
  
- 3. The “My CFI” entry is:
  - a. The Name of the club approved CFI that Pilots and Student Pilots are using for training and/or Bi-annual
  - b. “N/A” for Observers.

## XIII

### STATUS

1. All Members will be required to sign an “Acknowledgment” form confirming their receipt of these Operating Rules and agreement to be bound by same as a condition of further membership. Failure to do so may result in disciplinary action by the Board, including suspension and/or expulsion. The last page of this document is the Acknowledgment Form. It can be printed signed and mailed to the club PO Box or scanned and emailed to: [BOD@Sundowners.club](mailto:BOD@Sundowners.club)
2. These Operating Rules replace all previous issues and shall be known as The Sundowners Inc./Sundown Patrol of Lee County Operating Rules, revised **May 4<sup>th</sup>, 2016**

**THE SUNDOWNERS, INC./SUNDOWN PATROL OF LEE COUNTY  
OPERATING RULES  
ACKNOWLEDGMENT AND AGREEMENT**

I, \_\_\_\_\_, a Pilot or Observer (circle one), acknowledge receipt of The Sundowners Inc./Sundown Patrol of Lee County Operating Rules dated May 4th, 2016. I agree to be bound by such rules and all the terms therein as a condition of my continued membership in The Sundowners Club, Inc./Sundown Patrol of Lee County from this date forward.

\_\_\_\_\_

Member

\_\_\_\_\_

Date