

# McKinney Bass Club Bylaws

Updated 12/07/2024

## Article I. Name and Purpose

### Section I.01 Name

- (a) This organization shall be called *The McKinney Bass Club* ("MBC").

### Section I.02 Purpose

- (a) The purpose of The McKinney Bass Club is to promote the sport of bass fishing through a competitive atmosphere of fellowship and good sportsmanship.

## Article II. Membership & Guests

### Section II.01 Provisions of Membership

- (a) Membership in MBC is a privilege contingent upon compatibility with the ideas, ethics, and social standards of its Members.
- (b) To become a Member, an individual must first:
- (i) Submit a completed membership & Tournament Release Form. Please see form at bottom of Bylaws and return signed before first tournament fished. Anglers cannot fish with MBC until a completed Membership form has been collected and turned into MBC Board.
  - (ii) Pay the annual membership fee.

### Section II.02 Rights of Membership

- (a) Members are entitled to:
- (i) Participate in MBC Tournaments, meetings, and events.
  - (ii) Motion for, second, and vote on MBC business.
  - (iii) Hold an officer position on the Board of Officers.

### Section II.03 Membership Fees ("Dues")

- (a) Membership fees are \$30 per year or \$15 if joining after the (5th) Tournament of the year.
- (b) Membership Fees are used for MBC expenses, equipment, and awards.
- (c) Officers are exempt from paying a Membership Fee.

### Section II.04 Revocation of Membership

- (a) If a Member believes that another Member no longer meets the Provisions of Membership, they may state their objection(s) at an official club meeting.
- (i) The defendant will be given an opportunity to rebut the claim(s).
  - (ii) After both parties have presented their cases, a call for a vote to revoke the defendant's membership may be made. If seconded, a vote shall be taken.
  - (iii) A "YAY" vote of (2/3) of members in attendance is required to revoke membership.
  - (iv) Members abstaining from voting shall be counted towards the Members in attendance.

### Section II.05 Guests

- (a) An individual may participate as a "Guest" in no more than (1) MBC tournament per season without paying the Annual Membership Fee provided that the following criteria is met:
- (i) Guest must submit a completed Tournament Release Form prior to participating in the tournament
  - (ii) Guest must fish on a Team with a current Member which has fished in at least (1) MBC tournament
- (b) An individual that fishes as a Guest must become a Member if they wish to participate in additional MBC tournaments that season.
- (c) If a Guest chooses to become a Member.
- (i) AOY points earned as a Guest will be awarded.
  - (ii) A tournament fished as a Guest will count towards qualification for the Classic.
- (d) There is no limit to the number of Guests that a Member can fish with in a season.

## Article III. Board of Officers ("Board")

### *Section III.01 Officer Positions & Responsibilities*

- (a) President
  - (i) Schedule, plan, and preside over MBC meetings and events.
  - (ii) Manage public relations and promotion of MBC.
  - (iii) Appoint committees and delegate tasks as necessary.
  - (iv) Manage correspondence on behalf of the board.
- (b) Tournament Director (“TD”)
  - (i) Assemble the preliminary Tournament schedule for approval by the Board.
  - (ii) Coordinate and preside over all MBC Tournaments.
  - (iii) Conduct Tournament weigh-ins.
  - (iv) Present a Tournament Director’s report for each meeting.
- (c) Vice President (“VP”)
  - (i) Record attendance, votes, and minutes at all meetings.
  - (ii) Assist TD at weigh-in.
  - (iii) Maintain MBC roster, AOY standings, and Classic qualification.
  - (iv) Confirm receipt of applications and Tournament Release Forms for each Member.
- (d) Webmaster
  - (i) Maintain and update the MBC website.
  - (ii) Maintain and update MBC’s social media presence.
  - (iii) Take pictures and/or videos at MBC functions and Tournaments.
- (e) Treasurer
  - (i) Assemble and maintain an annual club budget.
  - (ii) Collect dues and Tournament fees.
  - (iii) Issue payment of Tournament prizes.
  - (iv) Arrange for payment of club expenses.

### *Section III.02 Election of Officers*

- (a) Nominations for Officers shall be made at the September meeting.
- (b) Elections will be determined by a simple majority of the votes received at the October meeting.

### *Section III.03 Term of Office*

- (a) Terms shall begin immediately after the Classic and conclude immediately after the next year’s Classic.
- (b) Officers may serve unlimited consecutive terms if reelected or unopposed.

### *Section III.04 Vacancies of Office*

- (a) If an office becomes vacant, a special election will be held to fill the vacancy at the next meeting.
- (b) If a vacancy cannot be filled, the President will reappoint responsibilities as needed.

## **Article IV. Meetings and Events**

### *Section IV.01 Club Meetings*

- (a) Meetings shall preferably be held the Monday immediately preceding each Tournament.
- (b) Special meetings may be called by the Board as needed.

## **Article V. Tournaments**

### *Section V.01 Tournament Lake Selection*

- (a) Ray Roberts shall automatically be included for the Ken Novak Memorial Tournament.
- (b) Tournament Lakes shall preferably be located within a (125) mile radius of Virginia Pkwy & U.S. 75.

- (c) The outgoing Board shall provide a ballot of potential lakes and ask each member to select (10).
- (d) The (6) lakes receiving the most votes will automatically be selected.
- (e) The incoming TD shall select the remaining lakes to complete the Tournament Schedule.
- (f) The Board shall have the ability to alter the lakes selected by Member votes should the Board agree that the change is in the best interest of the Club.

*Section V.02 Tournament Schedule*

- (a) The season shall consist of (10-12) Tournaments held between January and October.
- (b) Tournaments shall preferably be held the weekend following the (4th) Friday of each month.
- (c) Scheduling conflicts and changes shall be addressed by the Board.
- (d) The Tournament Schedule shall be finalized by the Board via a majority vote of the incoming Officers.
- (e) The final Tournament Schedule shall be posted to all Members by the end of the calendar year.

*Section V.03 Open Tournaments*

- (a) The Board may schedule Open Tournaments to raise funds and awareness for MBC.
- (b) Open Tournaments shall be open to any angler who pays the entry fee.
- (c) MBC Tournament Rules and payouts shall apply.
- (d) Points will not be awarded.
- (e) Open Tournaments don't count towards the number of Tournaments needed to qualify for the Classic.

*Section V.04 MBC End-of-Year Classic ("Classic")*

- (a) A single (2) day Tournament held no later than the second Saturday in November.
- (b) Members shall nominate and vote on the Classic Lake using a process outlined by the Board.
- (c) Members must qualify for The Classic by fishing in (1) more than (1/2) the monthly Tournaments.
- (d) Members may retroactively "buy" (1) Tournament per season for Classic qualification for (\$40).

**Article VI. Angler of the Year ("AOY")**

***Section VI.01 Earning AOY Points***

- (a) AOY Points ("Points") are earned by competing in monthly Tournaments.
- (b) Final AOY Points are the sum of a Member's AOY Points and Bonus Points (if applicable) minus their (2) lowest Tournament scores ("drops").

***Section VI.02 Tournament Points***

- (a) First place shall be awarded (50) Points plus their net bag weight.
- (b) Additional places shall be awarded (1) Point less than the preceding place plus their net bag weight.
- (c) Teams weighing no fish shall be awarded (1/2) the Points of the lowest scoring team.
- (d) Each Member shall receive the same Points for a Tournament fished as a team.
- (e) (5) Points shall be awarded to both Members of the team weighing in the biggest bass.
- (f) Departing a Tournament without notifying an Officer shall forfeit Points for the Tournament.

***Section VI.03 Determining AOY***

- (a) AOY shall be awarded to the Angler(s) with the highest Net AOY Points following the final Tournament.
- (b) Ties and tiebreakers
  - (i) If a tie is between (2) Members routinely fishing as a Team, then both shall be named AOY.
  - (ii) If a tie is between Members that did not routinely fish as a Team, then the tie will go to the Member with the highest single Tournament Points.

## **Article VII. Amending Bylaws**

### **Section VII.01 Amendment Procedures**

- (a) Members wishing to change a Bylaw may propose an amendment during the September meeting.
- (b) Any proposed amendments shall be discussed among the Members in attendance.
- (c) Any proposed amendments shall be emailed to Members following the September meeting.
- (d) Proposed amendments will be recited at the October meeting and briefly discussed.
- (e) A motion to vote may be made for each proposed amendment, and if seconded, a vote shall be held.
- (f) Proposed amendments require a two (2/3) "yay" vote of the Members in attendance to pass.
- (g) Members abstaining from voting shall be counted towards the Members in attendance.

### **Section VII.02 Exceptions**

- (a) Bylaws may be amended as dictated by changes in state and/or federal law(s) or by necessary safety issues and/or requirements at any time
- (b) Bylaws can be altered by the board to 'clean up' language or correct grammar

### **Section VII.03 Amended Bylaws**

- (a) Amended Bylaws shall go into effect the following year unless otherwise specified.

## **Article VIII. McKinney Bass Club Tournament Rules**

### **Section 1. Participation and Eligibility**

- (a) Tournaments are a team format with each "Team" consisting of (1-2) "Anglers".
- (b) All Teams must register and pay Tournament Fees.
- (c) All Anglers must submit a completed release form.
- (d) MBC Tournaments are not open to professional anglers or guides.
- (e) Anglers may not use a fishing guide on the tournament lake within (14) days prior to the tournament.

### **Section 2. General**

- (a) Anglers must abide by all federal and state laws and USCG regulations during Tournaments.
- (b) Interpretation of the Tournament Rules will be left exclusively to the Tournament Director.
- (c) The Board may temporarily modify or suspend a Tournament Rule prior to the start of a Tournament.
- (d) Changes made by the Board will be communicated at the monthly club meeting.
- (e) Violation of a Tournament Rule may result in a weight penalty or disqualification.
- (f) Protests must be submitted to the Tournament Director before the scales close.
- (g) Decisions of the Tournament Director are final and are not subject to appeal.
- (h) Tournaments may be shortened, rescheduled, or canceled due to unsafe weather or any conditions that would endanger the safety of the anglers at the discretion of the Tournament Director.

### **Section 3. Boat Regulation**

- (a) Each boat must have all required USCG safety equipment including a working kill switch.
- (b) Boats must contain a properly aerated and functioning live well capable of sustaining a limit of bass.
- (c) All boats must be propeller driven and equipped with wheel steering.

### **Section 4. Registration**

- (a) Tournament registration will take place beginning with the monthly club meeting.
- (b) Registration & Tournament Fees are due by 8:00 PM the Wednesday before the Tournament unless otherwise specified by The Board.
- (c) Anyone withdrawing from a Tournament must notify an Officer by 7:00 PM the night before the Tournament or forfeit their Tournament Fee.

### **Section 5. Permitted Fishing Methods**

- (a) Only artificial lures (including pork rinds) may be used.
- (b) Only one fishing rod per angler may be used at a time.
- (c) Each cast and retrieve must be completed before another cast is attempted or another rod is used.
- (d) Trolling with the combustion engine is prohibited.
- (e) An Angler may not leave the boat to catch, land, or locate fish.

- (f) Intentionally snagging a fish is prohibited.

*Section 6. Permitted Fishing Locations*

- (a) Teams are permitted to fish anywhere on Tournament Lakes accessible by boat and available to the public except for areas designated as "off limits" by local, state, or federal officials.
- (b) Teams must maintain (50) feet from other teams unless mutually agreed upon.

*Section 7. Tournament Times and Weigh-In Locations*

- (a) First Cast shall be determined by the Board.
- (b) Lines-Out shall be determined by the Board.
- (c) Weigh-In will be conducted thirty minutes after Lines-Out at the checkpoint specified by the Board.
- (d) One Team Member must CHECK-IN with Weigh-In staff prior to Weigh-In within 30 min after lines out
- (e) The Weigh-In Location and Tournament Times shall be posted to the Tournament Schedule.
- (f) Trailering is permitted at all Tournaments.
- (g) Teams who are late to weigh-in shall be penalized a (1/2) pound per minute that they are late.
- (h) Any Team that is (15) or more minutes late shall be automatically disqualified.

*Section 8. Bag & Size Limits & Tournament Scoring*

- (a) All Tournaments are live fish events.
- (b) Largemouth, Smallmouth, Spotted, and Guadalupe Bass are the only legal tournament fish
- (c) Length and bag limits shall be dictated by the rules and regulations of the tournament lake with the following exceptions.
  - (i) A team limit shall be treated as an individual limit (5 bass, following applicable bag limits)
  - (ii) Spotted & Guadalupe Bass will follow the same size and bag limits as Largemouth bass
- (d) No Team shall be in possession of more than (5) bass except to immediately cull a live bass.
- (e) Illegal bass brought to weigh-in will result in a (1/2) pound penalty per bass and the illegal bass will not be weighed.
- (f) A legal bass that dies in a Team's possession must be retained and brought to weigh-in.
- (g) Dead bass, including the "Big Bass" shall be assessed a penalty as follows.
  - (i) .5 pound per dead bass for 1-2 dead bass
  - (ii) 1 pound per dead bass for 3-4 dead bass
  - (iii) 1.5 pound per dead bass for 5 dead bass

*Section 9. Weigh-In Procedures*

- (a) Teams must use a serviceable weigh-in bag that contains sufficient water for weighing and live release.
- (b) The "Check-It Stick" is the official measuring device of MBC.
- (c) Bass shall be measured with the mouth closed and tail compressed to get the maximum length.
- (d) Teams are responsible for selecting and presenting their biggest bass to be weighed.
- (e) In the event of a tie, the weight of the biggest bass between them will break the tie.
  - (i) If only one team weighed their biggest bass that team will win the tie breaker.
  - (ii) If neither team weighed their biggest bass, the tied teams would split their combined winnings.

*Section I.02 Tournament Fees*

- (a) Tournament Fees are \$100 per Team regardless of the number of Anglers.
  - (i) Tournament Payout
    - 1) \$75 to Tournament prizes
    - 2) \$15 Big Bass of the Tournament
    - 3) \$5 to the Classic prizes
    - 4) \$3 to the AOY prize
    - 5) \$2 to Big Bass of the Year "BBOY" prize

(b) Tournaments will have an optional “Big Bass Pot” of \$20 per Team with the biggest bass taking the pot.

Payout Schedule:

## McKinney Bass Club Membership & Tournament Release Form

- 1. Liability Release:** In signing this agreement I ("Angler) hereby release McKinney Bass Club ("MBC"), its officers and members from all damages, claims, demands, costs or expenses relating to injury or damage I suffer or cause whether known now or which I may sustain or which I may cause by reason of participating in or in conjunction with this or any other MBC function.
- 2. Covenant Not to Sue and Waiver or Subrogation:** I further agree that I will never sue MBC, for damages on account of any injury or damage I suffer or cause whether known now or which may develop in the future in connection with this or any other MBC activity or function. In the event MBC, is sued because of my actions, I expressly agree to indemnify and hold MNC, harmless of any liability whatsoever, including court cost and attorney fees, arising with respect to such actions. I understand in waiving my rights to sue MBC, I am also waiving the rights of recover from MBC, of my insurance carrier for any claims they may pay on my behalf. I further understand that by signing this agreement, I waive any rights my heirs or relatives have or may have to sue MBC, for liability.
- 3. McKinney Bass Club participation:**  
This release form will release MBC from all liability mentioned herein for:
  - tournaments
  - meetings
  - events
  - any other club related activityThis form serves as a release of liability, covenant not to sue and waiver of subrogation for participation in any MBC functions.
- 4. Verification of Liability Insurance:** I further state that as a current member or a guest of MBC, I will maintain liability insurance on the boat I will use in this or any MBC tournament, event, or function.
- 5. Constitution:** In this agreement and the releases, covenants and waivers contained herein are found by any court to be overly broad in any manner I ask the court to interpret it as broadly as possible.
- 6. Reading and Understanding:** **I signify by my signature below that I have read and understand all items listed above. I also certify that I have been provided a copy of the club bylaws and tournament rules and that I have read, understand, and will abide by the rules and regulations set forth within them.** My signature also verifies that all the personal information I have provided is correct and accurate.

Angler's Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Mobile: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Angler's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Guardian Name (If Angler is less than 18 years of age): \_\_\_\_\_

Legal Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name (MBC Officer): \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_



