

DES PLAINES RIVER WATERSHED WORKGROUP AGREEMENT

This "Agreement" is made by and among the North Shore Water Reclamation District, various Illinois Municipal Corporations, the County of Lake, Illinois, other Units of Local Government, Not-for-Profit Corporations, and Private Parties (collectively, the "Parties").

Recitals

The Parties have individually and collectively determined that the Des Plaines River Watershed "Watershed", generally described in the map attached as Exhibit B, which is made a part of this Agreement by this reference, may be in need of water quality improvements, and they have further determined that it would be beneficial to enter into a cooperative agreement by forming the Des Plaines River Watershed Workgroup "DRWW" through this Agreement to provide for the collection of data that would assist in identifying issues that impact local and regional water quality within the Watershed

The scope of the work the Parties intend to perform under this Agreement is limited in nature as to provide for the collection of water quality data. The Parties, through the DRWW, intend to jointly perform (or to contract with others for the performance of) the following type of work, which shall be referred to as the "Intended Work": collecting water quality data and assisting in identifying potential water quality impairments based on the collected water quality data.

The Parties have determined that the DRWW would consolidate the limited resources of the Parties and limit duplication of work. After consideration of planning, fiscal, and other issues involving water quality and affecting this matter, each of the Parties has determined that it is in the interests of its citizens, representative groups, and of the general public welfare that this Agreement be executed and implemented.

To achieve the aforementioned goals and objectives, the Parties may rely upon the powers and authority granted to them, individually and collectively, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; Article VII, Section 10 of the 1970 Constitution of the State of Illinois; the Local Land Resource Management Planning Act, 50 ILCS 805/1 et seq.; the Illinois Drainage Act, 70 ILCS 605/1 et seq.; and other statutory authority, including without limitation 55 ILCS 5/5-1062 et seq., providing authority to the Stormwater Management Commission; the Environmental Protection Act, 415 ILCS 5 et seq.; The Green Infrastructure for Clean Water Act, 415 ILCS 56/1 et seq.; and other applicable law.

In light of the foregoing, the Parties now agree as follows:

1. Incorporation of Recitals.
 - A. The recitals to this Agreement are incorporated by this reference.
2. Bylaws; Membership; Officers and Executive Board.
 - A. Membership in the DRWW shall be governed by the DRWW bylaws, which are attached to and made a part of this Agreement as Exhibit D.
 - B. Officers of the DRWW shall be governed by the DRWW bylaws, and chosen through the process set forth in the bylaws.
 - C. The Executive Board shall be constituted as set forth in the DRWW bylaws.
3. Funding.
 - A. To provide a source of funds to commence the Intended Work each Party agrees to contribute its proportionate share of the costs associated with the Intended Work, in accordance with the schedule of dues shown on Exhibit C, which is attached to and made a part of this Agreement by this reference and as described further in Paragraph 4.C. below. No party shall be required to provide any funds in excess of the dues that have been approved for any given fiscal year of that party and shall not be deemed to be obligated or legally required to appropriate and/or pay any dues for future fiscal years. The DRWW shall have no power or authority to incur any debt or obligation on behalf of a Party beyond the dues actually paid by the Party.
 - B. To make substantive progress on the Intended Work, the Parties must proceed expeditiously and

accordingly deem it advisable to authorize their officers, employees and representatives to cooperate with each other.

- C. Where not otherwise provided by in-kind contributions of a Party (i.e. services that a Party provides by using its own staff and equipment without reimbursement from the DRWW), the DRWW may, after approval by its Executive Board, engage the professional or other related services deemed necessary to accomplish the Intended Work.
- D. The DRWW may obtain, by and through its Executive Board, services to perform the Intended Work by engaging the services of professional (herein referred to collectively as "Watershed-Related Services") as are necessary to make substantive progress on the collection of data and identification of impairments to water quality. The Intended Work may be adjusted by mutual agreement of the Parties from time to time.
- E. The DRWW shall have no authority to hire employees or create a paid staff to manage the affairs of the DRWW. The DRWW shall have no authority to use funds of the DRWW to pay any per diem, food, lodging, entertainment, travel or educational expenses of the employees or officers of the members of the DRWW including the members of the DRWW Executive Board. Each Party shall be solely responsible for all employee benefits, wage and disability payments, pension and workers' compensation claims of the personnel who participate in the DRWW.

4. Cost Sharing for the Intended Work.

- A. Professional Related Services. The Parties agree that: (i) the DRWW, through its Executive Board, may engage professional services and other services to perform various aspects of the Intended Work and, with consultation and advice from the DRWW Committees, may engage water quality monitoring, planning, engineering, management, and financial service professionals or others to perform the Intended Work; (ii) the results of the Intended Work will be of common and mutual interest among the Parties, and such Intended Work, to the greatest measure reasonably achievable, shall be undertaken to advance the common interest of the Parties and not in a manner adverse to any of the Parties; and (iii) the DRWW shall share with, and seek input from, the Parties, per the DRWW Bylaws, in connection with the Intended Work.
- B. Payment. Subject to the terms of this Agreement, the DRWW will pay all costs relating to the Intended Work.
- C. Sharing of Cost Responsibilities; Dues, Revenues and Expenses. The Parties agree that they shall share the costs associated with the Intended Work based upon the dues collected per the DRWW bylaws. To that end, each Party shall deliver the dues shown on Exhibit C as its share of the costs of Intended Work to the DRWW annually (on or about June 1 for existing members, per the terms of the DRWW annual invoice sent prior to that date; or, for new members, the current dues amount adopted under the process set forth in the DRWW bylaws). The dues shall be held in a dedicated financial fund (the "DRWW Fund," described below) for dues, revenues and expenses related to the Intended Work. The amount of dues from each respective Party shall be as originally determined and shown on Exhibit C, which shall be annually reviewed and may be adjusted in accordance with the DRWW bylaws, through which the dues amounts shall be approved by a simple majority of the votes cast.
- D. DRWW Fund. A fund (known as an "agency fund") shall be established and maintained within the County of Lake's financial system as a separate, special fund for the exclusive use and purposes of the DRWW. This fund shall include the necessary expense and revenue accounts matching the type of goods and services paid for, and the revenue sources received.

All contracts for the Intended Work shall be let by using the procedures set forth in the County of Lake's Purchasing Ordinance, as that ordinance is amended from time to time. The Administrative Agent, described below, shall manage the process under the Purchasing Ordinance for the DRWW.

- E. Accounting. The DRWW shall provide to the Parties: (i) a quarterly report of revenues and expenditures from all DRWW financial accounts for all activities related to the Intended Work; (ii) a

year-end statement of revenues and expenditures; and (iii) an annual audit. The Intended Work shall be financially executed per DRWW bylaws.

- F. No Liability of the DRWW. The Parties agree that the DRWW shall not be liable to the other Parties, or to any individual Party, for any claim or damage of any kind whatsoever relating to the Intended Work. Each Party agrees to assume liability for its respective personnel assigned to the DRWW, as well as for vehicles and equipment provided by the Party. The Party shall be solely liable for any employee or officer of the Party which participates in the activities of the DRWW. If an injury is caused, in whole or in part, by a Party's personnel the Party shall bear the liability or obligation to indemnify and hold harmless all other members of the DRWW. "Personnel" shall include any officer or elected official of a Party.
 - G. Coordination of the Intended Work. To effectively coordinate the various elements of the Intended Work, the Parties agree that certain aspects should be allocated to various Committees, which will consist of officials or personnel of various Parties. Committee representation shall be by appointment in accordance with the DRWW bylaws, and will include at least the following:
 - i. Monitoring Committee: The Monitoring Committee shall oversee the monitoring program of the Workgroup and make appropriate recommendations for program revisions to the Executive Board.
 - ii. Lakes Committee: The Lakes Committee shall assist in identifying lakes tributary to the Des Plaines River that impact the water quality of the Des Plaines River and make appropriate recommendations for program revisions to the Executive Board.
 - iii. Impairments Committee: The Impairments Committee shall oversee the identification of impairments to water quality for the Workgroup and make appropriate recommendations for program revisions to the Executive Board.
 - H. Administrative Agent. The DRWW shall utilize the Lake County Stormwater Management Commission as its administrative agent for entering into contracts, making payments, as directed by the Executive Board, receiving dues or other grants or revenue, and for providing the financial accounting and reports required by this Agreement, or as directed by the Executive Board.
 - I. Freedom of Information; Open Meetings. The Parties agree that the DRWW shall be deemed to be governed by the requirements of the Illinois Open Meetings Act and the Illinois Freedom of Information Act and will conduct the affairs of the DRWW accord to said Acts.
 - J. Receipt of Other Funds. The DRWW is authorized to accept or receive any contributions, donations, and gifts from private individuals or entities, to carry out the purposes of this Agreement.
5. Representation and Cooperation. Each of the Parties represents that the persons executing this agreement on behalf of such Party is duly authorized to do so. The Parties agree that no Party shall have the right to compel any other Party to enter into any agreement that is not mutually acceptable. The Parties agree to meet and confer to discuss any disputes over the terms of this Agreement.
6. Entire Understanding; Amendment. This Agreement contains the entire understanding of the Parties and the DRWW regarding cost-sharing obligations with respect to the Intended Work, Watershed-Related Services, and all other agreements, understandings, representations, and statements, if any, whether oral or written, are merged herein. The Parties agree that this Agreement, including the attached bylaws, may be amended only by a super majority of the DRWW Executive Board, and any such amendment will be deemed accepted by the signatories to this Agreement unless they submit a notice of termination, as set forth below, within 30 days of the amendment's effective date. (Unless otherwise specified, an amendment's effective date will ordinarily occur on the date the Executive Board approves the amendment).
7. DRWW Formation Date, Execution by Parties, Agreement Effective Date and Renewal. The DRWW was officially formed as of the initial adoption of the DRWW bylaws, August 26, 2014, and this Agreement shall

be considered effective as of that date. This Agreement shall be executed by authorized representatives of the Parties, and each Party's membership shall become effective upon completion of the following three actions: (i) the Party signs this Agreement; (ii) the Party transmits a copy to the address listed under "Notices," below; (iii) the Party pays the dues contained in Exhibit C, as those dues may be amended from year to year. This Agreement may be executed in counterparts. This Agreement shall be in full force and effect as of August 26, 2014, and as to each Party shall automatically renew annually upon payment of the Party's annual dues and may continue for an indefinite time until dissolution of the DRWW occurs, in accordance with Paragraph 9 and the DRWW bylaws. This Agreement may be amended by a resolution approved by a super-majority of the DRWW Executive Board.

8. Termination by Individual Parties. A Party to this Agreement may give notice of termination and officially end its membership through 45 days' prior written notice to the addresses specified below under the section for Notices. Any terminating Party shall be responsible for its proportionate share of the costs of Intended Work that has been approved by the Executive Board prior to the date the termination notice is received. A Party shall have no financial liability beyond the current year for which dues have been paid.
9. Dissolution and Return of Remaining Funds. Upon dissolution of the DRWW pursuant to the DRWW bylaws, and only to the extent that any funds remain after payment of all costs related to completion of the Intended Work, the remaining Parties shall be reimbursed from the remaining funds in the same proportion as their respective contributions. The DRWW shall deliver such remaining funds to the Parties within 90 days after the dissolution of the DRWW, unless otherwise agreed by the Parties.
10. Notices. All notices to the DRWW under this Agreement shall be sent to:

Des Plaines River Watershed Workgroup
Attn: President
500 W. Winchester Road, Suite 201
Libertyville, IL 60048

With a copy to:
North Shore Water Reclamation District
Attn: Executive Director
14770 W. Wm. Koepsel Drive
Gurnee, IL 60031

[SIGNATURES ON THE FOLLOWING PAGE - EXHIBIT A]

Exhibit A

Des Plaines River Watershed Workgroup Agreement

— SIGNATURE PAGE —

IN WITNESS WHEREOF, pursuant to proper authority duly granted, the Party signing below agrees to join the Des Plaines River Watershed Workgroup and be bound by the terms of this Agreement.

<p>_____</p> <p>Member Organization (or Self)</p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Date</p>	<p>ATTEST:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Date</p>
<p>Contact Information:</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>	

EXHIBIT B

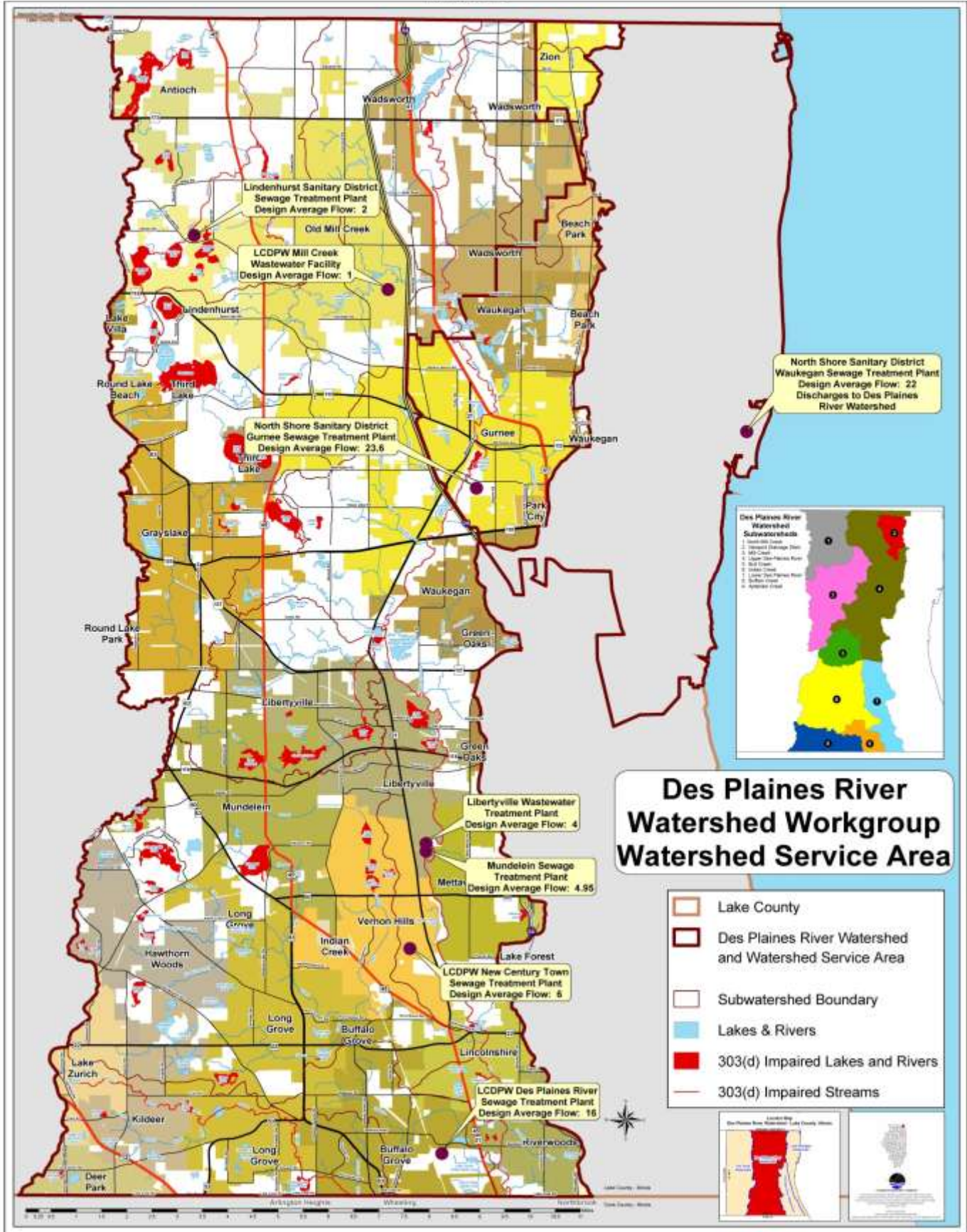


EXHIBIT C

**Des Plaines River Watershed Workgroup
Executive Board Approved Dues
August 26, 2014**

Name	Area within the Des Plaines River Watershed (acres)	Design Average Flow (MGD)	Entity Dues
Antloch	1742		\$ 1,559
Beach Park	1221		\$ 1,152
Buffalo Grove	4515		\$ 3,722
Deer Park	1188		\$ 1,127
Deerfield	40		\$ 231
Grayslake	6520		\$ 5,286
Green Oaks	746		\$ 782
Gurnee	8379		\$ 6,736
Hainesville	1		\$ 201
Hawthorn Woods	3469		\$ 2,906
Indian Creek	171		\$ 333
Kildeer	2689		\$ 2,297
Lake County	29560	24.1	\$ 83,621
Lake County Forest Preserve District	16334		\$ 12,941
Lake Forest	107		\$ 283
Lake Villa	191		\$ 349
Lake Zurich	1812		\$ 1,613
Libertyville	5601	4	\$ 14,488
Lincolnshire	2111		\$ 1,847
Lindenhurst	2865	2	\$ 7,595
Long Grove	7759		\$ 6,252
Mettawa	1599		\$ 1,447
Mundelein	5848	4.95	\$ 17,037
North Shore Sanitary District	0	45.6	\$ 83,126
Northbrook	2		\$ 202
Old Mill Creek	6298		\$ 5,112
Park City	253		\$ 397
Riverwoods	1395		\$ 1,288
Round Lake Beach	400		\$ 512
Round Lake Park	36		\$ 228
Third Lake	516		\$ 602
Vernon Hills	5025		\$ 4,120
Wadsworth	5182		\$ 4,242
Waukegan	3215		\$ 2,708
Zion	1273		\$ 1,193
Associate Members			\$200
Individual Members			\$100

Updated annually according to the DRWW bylaws.

EXHIBIT D

BYLAWS OF THE DES PLAINES RIVER WATERSHED WORKGROUP (Revised - 8/16/18)

ARTICLE I - Name

The name of this organization is the Des Plaines River Watershed Workgroup of Lake County, hereinafter referred to as "DRWW" or the "Workgroup."

ARTICLE II - Mission, Goal and Objectives

Section 1. Mission. The mission of the Workgroup is to bring together a diverse coalition of stakeholders to work together to preserve and enhance water quality in the Des Plaines River and its tributaries within Lake County, Illinois.

Section 2. Goal. The goal of the Workgroup is to improve water quality in the Des Plaines River and its tributaries through monitoring, project and best practices implementation, and education and outreach that will achieve attainment of water quality standards and designated uses for the watershed.

Section 3. Objectives. The objectives of the Workgroup are:

- a. Develop and implement a watershed-based plan.
- b. Develop and implement a comprehensive monitoring program that will include chemical, physical and biological components to accurately identify the quality of the river ecosystems as well as stressors associated with non-attainment of water quality standards and designated uses.
- c. Identify point and nonpoint source pollution issues and develop and implement short-term and long-term strategies to address these issues.
- d. Develop and implement long-term viable management strategies that accurately address water quality problems identified by the monitoring program.
- e. Develop and maintain appropriate water quality models of the watersheds to assess attainment of these objectives.

ARTICLE III - Membership

Section 1. Membership in the Workgroup shall be classified as an Agency Member, an Associate Member, or an Individual Member.

Section 2. Agency Member – Any public agency holding an NPDES permit for a discharge into the Des Plaines River and its tributaries, either from a publicly owned treatment works or from a public separate storm sewer system, and the Lake County Forest Preserve District. An Agency Member shall be entitled to between four and eighteen votes at Workgroup meetings, based on dues paid according to the following tiers:

Dues Range	Number of Votes
\$100-9,999	4 votes
\$10,000-19,999	6 votes
\$20,000-29,999	8 votes
\$30,000-39,999	10 votes
\$40,000-49,999	12 votes
\$50,000-59,999	14 votes
\$60,000-69,999	16 votes
\$70,000-79,999	18 votes plus 2 votes for each additional \$9,999

Section 3. Associate Member – An agency, organization or company interested in the mission and objectives of the Workgroup that is not eligible for membership as an Agency member. An Associate Member shall be entitled to two votes at Workgroup meetings.

Section 4. Individual Member - An individual interested in the mission, goals, and objectives of the Workgroup who is not eligible for membership as an Agency Member or Associate Member. An Individual Member is entitled to one vote at Workgroup meetings.

Section 5. Admission to any membership category will be determined by the Executive Board. Upon receipt of a

written request for admission, the Executive Board may approve said membership which will become effective upon payment of the appropriate dues and will remain in effect as long as the member remains in good standing with the Workgroup.

Section 6. Each Agency and Associate Member shall designate one or more Authorized Delegate(s) to cast its votes at Workgroup meetings. The Authorized Delegate(s) may be any designated employee of the Agency or representative of an Associate Member.

ARTICLE IV - Dues and Fiscal Year

Section 1. Annual dues are due on or before June 1 of each year. If a member fails to pay dues by August 1 or reach an agreement regarding the terms of dues with the Executive Board, the member's voting rights will be suspended.

Section 2. The annual dues for all members shall be set each year by recommendation of the Executive Board to the membership and approval by the membership at the Annual Meeting. Annual dues may consist of fees or approved in-kind services such as the provision of stream monitoring or other services by members to the Workgroup or a combination of fees and services, as determined by the Executive Board.

Section 3. Any member may withdraw from membership in the Workgroup by advising the President of its intent to do so.

Section 4. The fiscal year of the Workgroup shall be aligned with the administrative agent's fiscal year. Currently, LCSMC is the fiscal agent, and the fiscal year shall commence on December 1 and conclude on the last day of November of the following calendar year. The current fiscal year budget will be approved by the Executive Board at their January meeting and distributed to the Members at the Annual Meeting.

ARTICLE V - Officers and Executive Board

Section 1. Officers. Workgroup officers shall include a President, Vice President, Treasurer and Secretary. All officers must be the Authorized Delegate of an Agency Member.

Section 2. Executive Board. The Workgroup shall be governed by an Executive Board comprised of the four officers, a member at large, and the chairpersons of the two standing committees – Monitoring/WQ Improvements Committee, and Lakes Committee. Each member of the Executive Board shall be entitled to discuss and vote on matters coming before the Board. The immediate past president of the Workgroup shall be an ex-officio, nonvoting member of the Executive Board. A meeting of the Executive Board may be called upon a minimum 10 days written notice by either the President or three members of the Executive Board. Four members of the Executive Board present at any meeting thereof shall constitute a quorum. A simple majority vote of a quorum shall control the policies and actions of the Executive Board.

Section 3. The President shall have general supervision of the affairs of the Workgroup and the Executive Board, shall preside at their respective meetings, and have the responsibility of overseeing contracts.

Section 4. The succession of officers is President, Vice President, Treasurer and Secretary, whom shall act in the absence of the ranking officer.

Section 5. The Administrative Agent shall receive and deposit all Workgroup monies, pay all bills approved by the Executive Board, and be responsible for all banking and reporting requirements to state and federal agencies and shall maintain the records of the Workgroup, keep and distribute minutes and records of attendance of all meetings, and distribute all Workgroup notices and make a report to the membership of all such activities at the Annual Meeting.

Section 6. Executive Board Members may designate an alternate to attend meetings in their absence, who shall also be an Agency Member employee. An alternate shall be approved by majority vote at any Workgroup meeting, prior to being able to vote. The alternate would not assume the duties of the Officer, but rather constitute a voting member to enable a quorum for conducting business. If the Executive Board Member resigns or leaves the Executive Board, the term of the designated alternate shall also end.

Section 7. The President shall serve as the principal spokesperson for the Workgroup and shall represent DRWW in discussions of mutual concern with governmental agencies or associations.

Section 8. The Executive Board, through its administrative agent, shall have the authority to enter into contracts and make payments for products and services reflected in the annual budget and to enter into agreements for grant funding for Workgroup purposes.

Section 9. Together the President and the Treasurer shall have the authority to authorize payments up to \$5,000

for goods and services that have been approved by the Executive Board.

Section 10. The Executive Board may authorize expenditures less than \$10,000 which are an emergency and cannot be delayed for review at a Workgroup meeting.

ARTICLE VI - Elections and Terms of Office

Section 1. The Executive Board shall nominate individuals for the offices of President, Vice President, Treasurer, Secretary and member at large positions. The Executive Board shall attempt to nominate individuals who represent a cross section of Workgroup members. Prior to, the Annual meeting of each odd numbered year, the President shall send to the membership a complete list of Executive Board nominees.

Section 2. Petition(s) presenting additional nominees for the Executive Board may be submitted to the Executive Board by Workgroup members no later than 10 calendar days before the Annual Meeting. A petition must contain the signatures of Workgroup members representing a minimum of three Agency Members and each nominee's signature.

Section 3. Election of the Executive Board shall occur during the Annual Meeting every odd numbered year, by a simple majority of votes cast per the voting structure in Article III. Only the names of the individuals who have been nominated according to the procedures described herein will be considered, and no nominations shall be permitted from the floor.

Section 4. The President, Vice President, Treasurer, Secretary, and member at large, shall be elected to two year terms, beginning at the close of each Annual Meeting.

Section 5. No one shall be eligible to serve as President until he or she has been a member of the Executive Board for one year.

Section 6. Board members may resign by submitting a letter to the President. If a Board Member's employment or group representation changes, their representation on the Board shall be reviewed by the Executive Committee. Vacancies shall be filled by appointment of the Executive Board until a successor is duly elected at the next Annual Meeting.

ARTICLE VII - Workgroup Meetings

Section 1. Workgroup meetings shall be held as needed but at least quarterly. Notice of Workgroup meetings and proposed meeting agendas will be provided to all Workgroup members at least 7 days prior to the meeting.

Section 2. An Annual Meeting of DRWW shall be held each year, at a date, time and location to be determined by the Executive Board.

Section 3. Special Meetings of Workgroup members may be called by the President or the Executive Board or upon the written request of Workgroup members representing 25% addressed to the President or Executive Board.

Section 4. All meetings of the Workgroup shall be held within the watershed.

Section 5. Each Authorized Delegate and Individual member of the Workgroup shall be entitled to vote at Workgroup meetings.

Section 6. In the event an Authorized Delegate or Individual Member is unable to attend any Workgroup meeting, said member may designate, in writing, a proxy to cast the Member's vote(s) at a Workgroup meeting.

Section 7. At any Workgroup meeting, the presence of Workgroup members representing 25%, either in person or by proxy, shall constitute a quorum. A simple majority vote of a quorum of the Workgroup shall control the policies and actions of the Workgroup.

Section 8. The Workgroup shall maintain an informal atmosphere to ensure maximum participation of all members. However, to insure orderly procedure, Robert's Rules of Order may be invoked at any DRWW meetings.

ARTICLE VIII - Committees

Section 1. The Workgroup shall have two standing committees – Monitoring/WQ Improvements Committee and Lakes Committee. The Executive Board may appoint such other committees as are necessary.

Section 2. The Monitoring/WQ Improvements Committee shall oversee the monitoring program and WQ Improvement initiatives/projects for the Workgroup and make appropriate recommendations for program revisions to the Executive Board.

Section 3. The Lakes Committee shall assist in identifying lakes tributary to the Des Plaines River that impact the water quality of the Des Plaines River and make appropriate recommendations for program revisions to the

Executive Board.

Section 4. The President shall appoint the chairperson for all DRWW committees. The President shall attempt to appoint individuals as committee chairpersons who represent a cross section of Workgroup members. Each committee chairperson shall submit to the President a list of committee members. DRWW committee members may include any Workgroup member.

Section 5. The term of office of the chairperson of any DRWW committee shall be two years.

ARTICLE IX - Amendments

Any revision to the Bylaws shall be submitted to the Executive Board for their review. After the review by the Executive Board, it shall be submitted to the membership for a 30 day review and comment period. Any revision is effective after the comment and review period and with approval of a super majority at a following Executive Board meeting.

Article X - DISSOLUTION

A motion to dissolve the Workgroup may be made by any Authorized Delegate at a regularly scheduled meeting at which a quorum is present. Upon receiving a proper second to the motion, the President shall defer action on the motion until the next regularly scheduled meeting of the Workgroup. All members shall be notified by mail of the pending motion to dissolve. At the next regularly scheduled meeting, the President shall, after discussion, call for a roll call vote on the motion to dissolve, which shall require the affirmative vote of 2/3 of all Workgroup member votes.