

**Attachment A**  
**BYLAWS OF THE NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP (NBWW)**  
**(Updated: July 14, 2021)**

**ARTICLE I – Organization: North Branch Chicago River Watershed Workgroup**

The name of this organization is the North Branch Chicago River Watershed Workgroup, hereinafter referred to as "NBWW" or the "Workgroup." The North Branch Chicago River and its tributaries are listed on the Illinois 303(d) Impaired Waters List and need water quality improvement. The North Branch Chicago River Watershed Workgroup geographic area is generally depicted in the map attached as **Exhibit A**. As of July 14, 2021, NBWW approved a change in the NBWW boundary to match the 2021 North Branch Chicago River Watershed-Based Plan updated watershed boundaries. These boundaries are based on the most up-to-date storm sewer and drainage information.

**ARTICLE II – Organizational Transparency**

The NBWW will operate in compliance with the provisions of the Illinois Open Meetings Act and the Freedom of Information Act. Public notice will be provided for all Workgroup meetings and all meetings are open to public participation.

**ARTICLE III - Mission, Goals and Objectives**

Section 1. Mission. The mission of the Workgroup is to bring together a diverse coalition of stakeholders to preserve and enhance water quality in the North Branch Chicago River and its tributaries. Membership dues will be used to implement the NBWW water quality program, which includes data collection, analysis and identification of potential water quality impairments based on the collected water quality data.

The NBWW will also support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through fostering general membership forums (without the use of membership dues). The intended work may be adjusted by agreement of the Workgroup from time to time.

Section 2. Goals. Goals of the Workgroup include:

- a. Facilitate collection and analysis of water quality monitoring data to achieve attainment of water quality standards and designated uses for the watershed.
- b. Education and outreach targeted towards achieving attainment of water quality standards and designated uses for the watershed.
- c. Support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through fostering general membership forums.

Section 3. Objectives. Objectives of the Workgroup include:

- a. 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.
- b. Update and implement the North Branch of the Chicago River Watershed-Based Plan.
- c. Identify the causes and sources of point and nonpoint source pollution issues.
- d. Develop and implement short and long-term viable management strategies and recommendations that accurately address water quality problems identified by the monitoring program.
- e. Develop and maintain appropriate water quality models of the watershed to assess attainment of these objectives.
- f. Support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through regular discussion at general meetings.

To achieve the Workgroup goal and objectives, members 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.,; the Environmental Protection Act, 415 ILCS 5 et seq; and other applicable law.

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**ARTICLE IV – 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 North Branch Chicago River and its tributaries, either from a publicly owned treatment works or from a public municipal separate storm sewer system (MS4). An Agency Member shall be entitled to between three and nine votes at Workgroup meetings, based on dues paid according to the following tiers:

<b>MEMBERSHIP TYPE</b>	<b>ANNUAL DUES</b>	<b>NUMBER OF VOTES</b>
<b>Individual Member</b>	\$200	1
<b>Associate Member</b>	\$200	2
<b>Agency Member</b>	\$1,000-2,999	3
	\$3,000-6,999	5
	\$7,000-11,999	7
	+\$12,000	9

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. Associate Members shall pay \$200 annually and 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. Individual Members shall pay \$200 annually and shall be 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. Membership will become effective upon payment of the appropriate dues and execution of the member signatory block in Article 14 of these Bylaws. NBWW membership will remain in effect as long as the member remains in good standing with the Workgroup.

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. No Workgroup member shall be required to provide funds in excess of the dues that have been approved for a given fiscal year.

Section 8. The Workgroup shall have no power or authority to incur any debt or obligation on behalf of a member beyond the dues actually paid by the member.

Section 9. All Workgroup members are required to sign and execute the NBWW Membership Agreement (Article XIV) as a one-time prerequisite to joining the Workgroup.

**ARTICLE V - Dues**

Section 1. Following the first dues payment (May 1, 2018), annual dues are due on or before May 1<sup>st</sup> of each year. If a member cannot pay their dues by May 1st, the entity must inform the NBWW prior to May 1st with an estimated payment date. The latest date to accept payment for that fiscal year is November 30<sup>th</sup> unless approval is provided by NBWW Executive Board. If a member fails to pay dues by November 30<sup>th</sup> 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 an NBWW General Membership Meeting. Annual membership dues

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may consist of fees associated with implementation of the comprehensive water quality monitoring program or approved in-kind services such as 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. The NBWW may accept and receive any contributions, donations or gifts from private individuals or entities to carry out the goals and objectives of the Workgroup.

Section 4. Any member may withdraw from membership in the Workgroup by advising the President of its intent to do so by written notice 45 days prior to termination of membership. Any terminating member shall be responsible for its proportionate share of the costs of the intended comprehensive monitoring program that has been approved by the Executive Board prior to the date the termination notice is received.

Section 5. No member shall have financial liability beyond the current year for which dues have been paid.

### **ARTICLE VI – Administration**

Section 1. The NBWW shall use an 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 the By-laws, or as directed by the Executive Board.

Section 2. 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 a subsequent General Membership Meeting.

Section 3. The fiscal year of the Workgroup shall be aligned with the administrative agent's fiscal year. The current fiscal year budget will be approved by the Executive Board and distributed to the Members at General Membership Meetings.

Section 4. The dues shall be held in a dedicated financial fund (the "NBWW Fund"). The NBWW Fund (identified as an "agency fund") shall be established and maintained by the administrative agent as a separate, special fund for the exclusive use and purposes of the NBWW. This fund shall include the necessary expense and revenue accounts matching the type of goods and services paid for, and the revenue sources received.

Section 5. The NBWW shall provide to the members: (i) a quarterly report of revenues and expenditures from all NBWW financial accounts for all activities related to the intended work; (ii) a year-end statement of revenues and expenditures; and (iii) an annual audit.

Section 6. The NBWW shall have no authority to use funds of the NBWW to pay any per diem, food, lodging, entertainment, travel or educational expenses of the employees or officers of the members of the NBWW including the members of the NBWW Executive Board. Each member shall be solely responsible for all employee benefits, wage and disability payments, pension and workers' compensation claims of the personnel who participate in the NBWW.

Section 7. The NBWW, through its Executive Board, may engage professional and other services to perform various aspects of the intended work. With consultation and advice from the NBWW Committees, the NBWW may engage water quality monitoring, planning, engineering, management, and financial service professionals or others.

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. All Workgroup procurement, purchasing and contracts shall follow, ILCS statutory requirements as applicable.

Section 10. Together the President and the Vice-President shall have the authority to authorize payments up to \$5,000 for goods and services that have been approved by the Executive Board.

### **ARTICLE VII - Officers and Executive Board**

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

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Section 2. Executive Board. The Workgroup shall be governed by an Executive Board comprised of the 2 officers, 4 members at large, and the chairperson of the standing committee – Monitoring and Water Quality Impairment Abatement 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 Special Meeting of the Executive Board may be called upon a minimum four days written notice by either the President or three members of the Executive Board. A simple majority 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 the administrative agent.

Section 4. The President shall serve as the principal spokesperson for the Workgroup and shall represent NBWW in discussions of mutual concern with governmental agencies or associations.

Section 5. The succession of officers is President and Vice President, whom shall act in the absence of the ranking officer.

### **ARTICLE VIII - Elections and Terms of Office**

Section 1. The Executive Board shall nominate individuals for the offices of President, Vice President 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 even 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 even numbered year, by a simple majority of votes cast per the voting structure in Article IV. 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, and members 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 IX – General Membership Meetings**

Section 1. General Membership Meetings shall be held as needed but at least twice a year. Notice of General Membership Meetings and proposed meeting agendas will be provided to all Workgroup members in accordance with the Open Meetings Act. The workgroup will support the North Branch Watershed Planning Committee and the North Branch Watershed Consortium through regular discussion at General Membership Meetings. General Membership Meetings are open to the public and membership is not required to participate.

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

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

Section 4. All General Membership Meetings of the Workgroup shall be held within the North Branch Chicago River watershed planning area (**Exhibit A**).

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

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### **Membership Meetings.**

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

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

Section 8. General Membership Meetings 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 NBWW meetings.

### **ARTICLE X – Standing Committee**

Section 1. The Workgroup shall have one standing committee – a Monitoring and Water Quality Impairment Abatement Committee. The Executive Board may appoint such other committees as are necessary.

Section 2. The Monitoring & Water Quality Impairment Abatement Committee shall oversee the monitoring program and water quality improvement initiatives/projects for the Workgroup and make appropriate recommendations for program revisions to the Executive Board. The Committee shall also assist in identifying pollution prevention best management practices for abatement of impairments, work with members to implement these practices and make appropriate recommendations for program revisions to the Executive Board.

Section 4. The President shall appoint the chairperson for all NBWW 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. NBWW committee members may include any Workgroup member.

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

### **ARTICLE XI - 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 (2/3) of the Executive Board at a following meeting.

### **Article XII - Dissolution**

Section 1. 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.

Section 2. Upon dissolution of the NBWW, the members shall be reimbursed from the funds remaining after payment of all costs committed to completion of the intended work in the same proportion as their respective membership contributions. The NBWW shall deliver such remaining funds to the remaining members within 90 days of dissolution of the NBWW, unless otherwise agreed to by the remaining members.

### **Article XIII – Liability**

The Workgroup members agree that the NBWW shall not be liable to other Workgroup members, or to any individual member, for any claim or damage of any kind whatsoever relating to the intended work. Each member agrees to assume liability for its respective personnel assigned to the NBWW, as well as for vehicles and equipment provided by the member. The Workgroup member shall be solely liable for any employee or officer that participates in the activities of the NBWW. If an injury is caused, in whole or in part, by a member's personnel, the member shall bear the liability or obligation to indemnify and hold harmless all other members of the NBWW. "Personnel" shall include any officer or elected official of a Workgroup member.

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**Article XIV – Signatory Block**

**IN WITNESS WHEREOF**, pursuant to proper authority duly granted, the Party signing below agrees to join the North Branch Chicago River Watershed Workgroup and be bound by the terms of the Bylaws.

<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>NBWW Contact Information:</p> <p>Entity Representative: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>Email: _____</p>	

EXHIBIT A

