



American Water Works Association

Pacific Northwest Section

Southwest Idaho Subsection

2022 Annual Report

SOUTHWEST IDAHO SUBSECTION

Southwest Idaho Subsection (SWISS)
January 26, 2023

Subsection Officer Information



2022 PNWS - Subsection Officer Information

Officers to be included:

1. President/Chair
2. Vice-President/Vice-Chair
3. Secretary
4. Treasurer
5. In-coming Officer/Officer-Elect
6. Past President/Past Chair

Information Needed for Each Officers:

1. Name
2. Title
3. Business/Organization
4. Mailing/Street Address (P.O. Box is fine)
5. City/State/Zip Code
6. Phone
7. Fax
8. E-mail



American Water Works Association
Pacific Northwest Section

PO Box 872467
Vancouver, WA 98687
T 503-760-6460
F 360-254-0695
www.pnws-awwa.org

President/Chair

Kalli Everhart
Project Accountant
HDR Engineering, Inc
412 E. Parkcenter Blvd, Ste 100
Boise, Idaho 83706
208-872-9518
kalli.everhart@hdrinc.com

Secretary

Cody Sprague
Project Engineer
Mountain Waterworks, Inc
1161 W River Street, #130
Boise, Idaho 83702
208-780-3988
csprague@mountianwtr.com

In-coming Officer/Officer-Elect

Vice-President/Vice-Chair

Greg Dye
Project Manager
Great West Engineering
3050 N Lake Harbor Ln
Boise, Idaho 83703
208-297-2289
gdye@greatwesteng.com

Treasurer

Kevin Boggs
Vice President
Jacobs
999 West Main Street, Ste 1200
Boise, Idaho 83702
208-383-6312
kevin.boggs@jacobs.com

Past President/Past Chair

Kristina Gillespie-Jaques
Business Manager
Mountain Waterworks, Inc
1161 W River Street, #130
Boise, Idaho 83702
208-780-3997
kgillespie@mountainwtr.com

Subsection Activities



PNWS-AWWA Subsection Activities

Please list your Subsection meetings for the past year. Include the date, where the meeting was held, topics discussed at the meeting and the number of people that attended the meeting. List all meetings, Workshops, short schools and other events sponsored or co-sponsored by the subsection. Including copies of the meeting flyers would be appreciated.

(Attach multiple sheets as needed)

Date	Location	Discussion Topics	No. in Attendance
03-17-22	Ram Restaurant and Brewery	First meeting of the year. Discussed new memberships, ideas for events	6
5-19-22	Cheescake Factory	Golf Scramble, Board Vote	10
7-21-22	Das Alpehaus Deli	Golf Scramble, Tours, Conference	8
9-15-22	Sturmans Wine and Cigars	Golf Scramble, Tours, Recruiting	5
11-17-22	Ribshack	Golf Scramble, Events	7

Subsection Goals

1. Recruit new members to join Subsection meetings
2. Plan future events and fundraisers
3. Provide a Training-in-the-Box
4. Present AWWA to local college
5. Assist with the AWWA Conference in 2025 in Boise

Bank Signature Card

Addendum To Certificate Of Authority

For Changes To Authorized Signers On Business Deposit Accounts

WELLS
FARGO

Host Status:

Host Update Successful

Bank Name:	Store Name:		
WELLS FARGO BANK, N.A.	BOISE MAIN		
Banker Name:	Officer/Portfolio Number:	Date:	
HALEIGH EARLES	Q2667	06/12/2019	
Banker Phone:	Store Number:	Banker AU:	Banker MAC:
208/519-3300	03144	0006393	U1858-011

Use this Addendum when Authorized Signers are being added or deleted to a Certificate of Authority currently on file for a business customer and a new, signed Certificate of Authority has not been obtained.

Business/Account Information

Business Name:	COID:	Product:	Account Number:
SW IDAHO SUB-SECTION	113	DDA	88342233

Authorized Signers

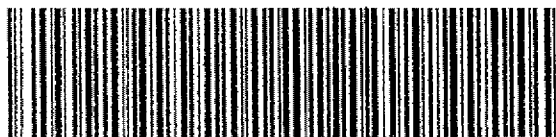
Authorized Signer Name(s):	Relationship Status:
KEVIN G BOGGS	<input checked="" type="checkbox"/> Existing/Remaining <input type="checkbox"/> New <input type="checkbox"/> Delete
KRISTINA J GILLESPIE	<input type="checkbox"/> Existing/Remaining <input type="checkbox"/> New <input checked="" type="checkbox"/> Delete
KYLE A KHS	<input checked="" type="checkbox"/> Existing/Remaining <input type="checkbox"/> New <input type="checkbox"/> Delete
KALLE C EVERHART	<input type="checkbox"/> Existing/Remaining <input checked="" type="checkbox"/> New <input type="checkbox"/> Delete

Addendum to Certificate of Authority

Original Certificate of Authority Dated:	Addendum to Certificate of Authority Dated:
	06/12/2019

Each person signing in the "Certified/Agreed To" section below:

- directs the Bank that the additional Authorized Signers shall have all of the authority granted to the persons identified as Authorized Signers on the Certificate of Authority, including without limitation the authority to instruct the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by electronic means in regard to any item and the transaction of any business relating to the Customer's account(s), agreements or services;
- directs the Bank to discontinue acting on the instructions of any person who has been deleted as an Authorized Signer;
- acknowledges that these modifications become effective only after this Addendum has been received by the Bank and the Bank has had a reasonable opportunity to act on it; and
- certifies that the account owner has taken all action under its organizational documents, if any, including passage of resolutions by its board of directors, trustees, or other governing body, required to make these modifications and to authorize the undersigned to execute and deliver this Addendum.



BBG5351 (8-07 SVP)

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Page 1 of 2

Wells Fargo Confidential

Certified/Agreed To

Owner/Key Individual 1 Name

KEVIN G BOGGS

Position/Title:

Owner/Key Individual 1 Signature

KEVIN G BOGGS



- ☐ Submit manually
☐ Signature not required

Date:

06/12/2019

Certified/Agreed To

Owner/Key Individual 2 Name

KYLE A KIRS

Position/Title:

EXECUTIVE DIREC

Owner/Key Individual 2 Signature



- ☒ Submit manually
☐ Signature not required

Date:

06/12/2019

Signature Capture - New Authorized Signers

New Authorized Signer 1 Name

KALLI C EVERHART

Position/Title:

Admin Assistant

New Authorized Signer 1 Signature

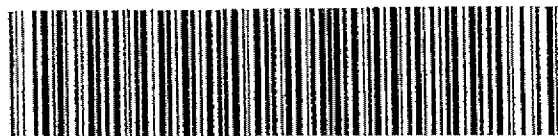
KALLI C EVERHART



- ☐ Submit manually
☐ Signature not required

Date:

06/12/2019



Affiliation Agreement



AWWA and the Section

Reasons an Affiliation Agreement is needed:

- Protect the Associations' intellectual property including logos, emblems, names, free publications and other proprietary material. In this litigious society if you don't protect your brands you can lose them. An example, Bayer aspirin did not protect the name aspirin and it is now used worldwide by many companies.
- By having this agreement the Association can continue to indemnify all eligible persons of the section, such as directors and officers with liability insurance as cost effectively as possible.
- The Associations' not-for-profit status is critical to our organization surviving. As such the need was there to ensure that everyone understood that all activities conducted by the Sections must meet with AWWA's stated mission of uniting the water community to protect public health and to provide safe and sufficient water for all. Through collective leadership, AWWA advances technology, education, science, management, and government policies. Anything outside of this mission is not allowed.

Section Penalties for Affiliation Agreement Violations:

1. If the Section violates this agreement to Association may start a disciplinary proceeding that could include financial penalties or ultimately dissolution of the Section.

I understand the importance of the American Water Works Associations' Affiliation Agreement and why it was needed. Furthermore, I understand that by violating this agreement I place the Pacific Northwest Section in jeopardy of financial penalties or possible dissolution. If I have any questions or concerns regarding my Committee or Subsection activities I will contact the Section office for clarification.

Kalli Everhart

Name

President

Title

Southwest Idaho Subsection

Committee or Subsection

01/27/23

Date

Conflict of Interest Statement



POLICY ON CONFLICTS OF INTEREST AND DISCLOSURE OF CERTAIN INTERESTS

This conflict of interest policy is designed to help directors, officers, employees and members ("Responsible Persons") of the Pacific Northwest Section of the American Water Works Association (PNWS) identify situations that present potential conflicts of interest and to provide the Section with a procedure which, if observed, will allow a transaction to be treated as valid and binding even though a Responsible Person has or may have a conflict of interest with respect to the transaction.

DEFINITIONS

Conflict of Interest. For purposes of this policy, the following circumstances shall be deemed to be a Conflict of Interest:

Outside Interests

- A Contract or Transaction between the PNWS and a Responsible Person or a Family Member of a Responsible Person.
- A Contract or Transaction between the PNWS and an entity in which a Responsible Person or a Family Member of a Responsible Person has a material interest in excess of 5% or of which such person is a director, officer, agent, partner, trustee, personal representative, guardian, custodian, or other legal representative.

Outside Activities

- A Responsible Person or a Family Member of a Responsible Person accepting gifts, entertainment, or other favors with a value in excess of \$100 from any individual or entity that:
 - (i) Does or is seeking to do business with the PNWS or
 - (ii) Is seeking to receive a loan or grant, or to secure other financial commitments or benefits from the PNWS.

Responsible Person is any person who is an officer, director, employee or member of the PNWS, including, when the context requires, a Family Member of any such person.

Family Member is a spouse, domestic partner, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister of a Responsible Person.

Contract or Transaction is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary or financially meaningful relationship except for transactions in the ordinary course of business (a) between the PNWS and an employee of the PNWS arising from the employment relationship, such as salary, benefits or reimbursement of employment related expenses, (b) between the PNWS and a member of the PNWS arising from the membership relationship, such as payment of membership dues or the purchase of publications, exhibition space or member services, or (c) between the PNWS and its officers or directors arising out of their positions, such as the reimbursement of travel and lodging expenses in accordance with the PNWS's stated policies for such reimbursements.

PROCEDURES

- Prior to any Board or Committee action on a Contract or Transaction involving a Conflict of Interest, any Responsible Person having a Conflict of Interest who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- If an officer or director of the PNWS is unable to attend a meeting of a Board or Committee at which he or she has reason to believe that the Board will act on a matter in which the officer or director has a Conflict of Interest, then that person shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- Any Responsible Person who has a Conflict of Interest shall not participate in or be permitted to hear the Board's discussion of the matter except to disclose material facts and to respond to questions. Any Responsible Person who is an officer, director or employee of the PNWS shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- A Responsible Person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of quorum for purposes of the vote. The Responsible Person having a Conflict of Interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- Responsible Persons who are not members of the Board of Directors of the PNWS shall disclose to the PNWS Executive Director or Chair of the PNWS (or his or her designee) any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Responsible Persons who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board action shall also make the same disclosure. In either case, such disclosure shall be made as soon as practicable as the Responsible Person knows of the Conflict of Interest. Any Responsible Person who is an officer, director or employee of the PNWS shall refrain from any action that may affect the PNWS's participation in the Contract or Transaction.
- In the event it is not entirely clear that a Conflict of Interest exists, the Responsible Person with the potential conflict shall disclose, in writing, the circumstances to the Chair or Executive Director of the PNWS, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

- Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with any such Contract or Transaction the disclosure of which might have an adverse effect on the business of the PNWS. Furthermore, a Responsible Person shall not disclose or use information relating to the business of the PNWS for the personal profit or advantage of the Responsible Person or a Family Member.

Dissemination and Review of Policy

- This policy shall be published on the PNWS's website and otherwise made available to all members of the PNWS. Each officer, director and employee of the PNWS shall be required to review a copy of this policy and acknowledge in writing that he or she has done so.
- Each officer and director of the PNWS shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which such Responsible Person is involved that could reasonably be expected to lead to a Conflict of Interest. Such relationships, positions or circumstances include any significant ownership interest (more than 5%) of a business that might provide goods or services to the PNWS. The PNWS will treat any such disclosures as confidential information.
- The Board of Directors shall review this policy annually. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Certification

I declare that I have no knowledge, as of the date set forth below, of any relationships, positions, or circumstances in which I am involved that could be deemed a Conflict of Interest under the Conflict of Interest Policy of the Pacific Northwest Section of the American Water Works Association as currently in effect except as follows:

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I also certify that I have reviewed, and I agree to abide by, the Pacific Northwest Section of the American Water Works Association's Conflict of Interest Policy, as currently in effect and as it may be amended from time to time.

Signature Cody Sprague Digitally signed by Cody Sprague
DN: cn=US, email=c.sprague@mountainwater.com, o=Mountain Waterworks, cn=Cody Sprague
Location: Boise Office
Reason: I am approving this document
Contact info: 208-790-3688
Date: 2023.01.27 08:28:06-07'00' Date: 1/27/2023

Name (printed) Cody Sprague

Committee or Subsection Southwest Idaho

Title Secretary

Print Form

SF: adminpol/Conflict of interest



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Signature Kevin Boggs Date: 1/24/2023

Name (printed) Kevin Boggs

Committee or Subsection Southwest Idaho

Title Treasurer

Print Form



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Declined

Signature _____ Date: _____

Name (printed) Greg Dye

Committee or Subsection Southwest Idaho Subsection

Title Vice Presiden

Print Form



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- Any Responsible Person who has a Conflict of Interest shall not participate in or be permitted to hear the Board's discussion of the matter except to disclose material facts and to respond to questions. Any Responsible Person who is an officer, director or employee of the PNWS shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- A Responsible Person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of quorum for purposes of the vote. The Responsible Person having a Conflict of Interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- Responsible Persons who are not members of the Board of Directors of the PNWS shall disclose to the PNWS Executive Director or Chair of the PNWS (or his or her designee) any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Responsible Persons who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board action shall also make the same disclosure. In either case, such disclosure shall be made as soon as practicable as the Responsible Person knows of the Conflict of Interest. Any Responsible Person who is an officer, director or employee of the PNWS shall refrain from any action that may affect the PNWS's participation in the Contract or Transaction.
- In the event it is not entirely clear that a Conflict of Interest exists, the Responsible Person with the potential conflict shall disclose, in writing, the circumstances to the Chair or Executive Director of the PNWS, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

- Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with any such Contract or Transaction the disclosure of which might have an adverse effect on the business of the PNWS. Furthermore, a Responsible Person shall not disclose or use information relating to the business of the PNWS for the personal profit or advantage of the Responsible Person or a Family Member.

Dissemination and Review of Policy

- This policy shall be published on the PNWS's website and otherwise made available to all members of the PNWS. Each officer, director and employee of the PNWS shall be required to review a copy of this policy and acknowledge in writing that he or she has done so.
- Each officer and director of the PNWS shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which such Responsible Person is involved that could reasonably be expected to lead to a Conflict of Interest. Such relationships, positions or circumstances include any significant ownership interest (more than 5%) of a business that might provide goods or services to the PNWS. The PNWS will treat any such disclosures as confidential information.
- The Board of Directors shall review this policy annually. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Certification

I declare that I have no knowledge, as of the date set forth below, of any relationships, positions, or circumstances in which I am involved that could be deemed a Conflict of Interest under the Conflict of Interest Policy of the Pacific Northwest Section of the American Water Works Association as currently in effect except as follows:

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I also certify that I have reviewed, and I agree to abide by, the Pacific Northwest Section of the American Water Works Association's Conflict of Interest Policy, as currently in effect and as it may be amended from time to time.

Signature Kalli Everhart Date: 01/27/23

Name (printed) Kalli Everhart

Committee or Subsection Southwest Idaho Subsection

Title President

Print Form

Subsection Financials



American Water Works Association
Pacific Northwest Section

PO Box 872467
Vancouver, WA 98687
T 503-760-6460
F 360-254-0695
www.pnws-awwa.org

SUBSECTION BALANCE SHEET FOR CALENDAR YEAR

Subsection Name:

BANK STATEMENT PERIOD:

THROUGH

PREVIOUS BALANCE

DEPOSITS & ADDITIONS (Should total the income on the profit and loss statement)

CHECKS & WITHDRAWALS (should total the expenses on the profit and loss statement)

ENDING BALANCE:



American Water Works Association
Pacific Northwest Section

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2022

SUMMARY REPORT OF SUBSECTION CASH RECEIPTS AND EXPENSES FOR

Subsection Number: _____ Subsection Name: Southwest Idaho

- 1) Total Subsection Balance of funds at beginning of the year: \$11,197.45
- 2) Total Receipts during the year. (Monies collected during the year): \$0
- 3) **Total (Add Lines 1 and 2):** \$11,197.45
- 4) Total Expenses for the year: \$1,196.20
- 5) **Balance at the end of the year. (Subtract line 4 from line 3)** \$10,001.25
- 6) Of the balance on line 5, how much is earned interest from the bank? \$0
- 7) Please list where the subsection funds are kept. (Types of accounts, name and branch of bank(s), cash, etc.) **Do not add your bank account numbers.**

Wells Fargo

Certification: I, the undersigned, Secretary/Treasurer of the Southwest Idaho
Subsection hereby certify that the foregoing is a correct statement of cash receipts and disbursements for the
calendar year listed above.

Sign: Kevin Boggs

Print Name: Kevin Boggs



SUBSECTION PROFIT/LOSS STATEMENT AS OF: 12/31/2022

Subsection Name: Southwest Idaho Subsection

INCOME:

Interest	0
Receivables	0
Miscellaneous	0
TOTAL INCOME:	0

EXPENSES:

Accounting Fees	
Committee	
Conference/Meetings	
Equipment	
Miscellaneous	1,196.20
Officer Compensation	
Postage	
Printing	
Prizes & Awards	
Telephone	
Travel	
TOTAL EXPENSES:	1,196.20