

Dawn Hofheimer

From: dgrarchitect@gmail.com
Sent: Monday, November 3, 2025 2:48 PM
To: Participate
Subject: Status Group E Box 6966 Application
Attachments: USPS-Application2025.pdf; IdahoDriverLicense.pdf; BlaineCountyVoterRegistration.pdf

From: dgrarchitect@gmail.com <dgrarchitect@gmail.com>
Sent: Monday, November 3, 2025 2:43 PM
To: Shannon Ferraro <shannon.ferraro@usps.gov>
Cc: Neil Bradshaw <NBradshaw@ketchumidaho.org>; Ketchum Participate <Participate@ketchumidaho.org>
Subject: Status Group E Box 6966 Application

Dear Postmaster Ferraro,

It has been my great fortune to be a fulltime resident here in Ketchum living just a couple of blocks from my PO Box 6966 for 26 years! My request to you now is for a status update on my Form 1093 Application for a Group E box please.

My initial application was submitted this past May 5th. My application was not approved in June due to a form of identification not considered acceptable by your office. Along with my Idaho Driver's License I had also submitted proof of mortgage from HomeLoanServ for my 491 N Main Street #202, Ketchum ID 83340 permanent address. This mortgage document was my 1098 mortgage annual tax and interest statement issued by HomeLoanServ.

An alternative form of proof of mortgage was not requested, but I did however mail to you subsequently in June my HomeLoanServ loan activity history statement. I did not receive any notice that this document was either approved or not approved.

On September 4th I resubmitted my entire application and additionally my Idaho Voter Registration Form as on file with the Elections Supervisor at Blaine County. It would certainly be my understanding that you should now have all documentation as required for my proof of Ketchum residency. Please confirm that my application is pending review and approval or alternatively inform me of what additional documentation you may require. I will be happy to submit whatever else you may request. Thank you! – dgr

Attachments:
Form 1093 Application
Idaho State Driver's License
Idaho Voter Registration Form

Derek G. Ryan
PO Box 6966
Ketchum ID 83340-6966
208.720.4153
dgrArchitect@gmail.com



Virus-free. www.avg.com

Dawn Hofheimer

From: Perry Boyle <Boylehp@yahoo.com>
Sent: Monday, November 3, 2025 4:22 PM
To: Participate
Cc: Sarah Lurie; Andrew Theophilus
Subject: For council member Hamilton

It was clear that the Clerk did not have knowledge regarding what you asked him about in the council meeting. He said he left it up to the department head, with no supervision.

The city is giving away two 2014 blowers and scrapping one 1985 blower.

There was a recent sale of the model and year of the 2014 used blowers for \$6,000. We are gifting two of them. Thus, with no informed discussion, the Council approved lifting \$12,000 from Ketchum taxpayers to Hailey.

This is part of a long-term pattern of fiscal of mismanagment that the Mayor admitted to of gifting surplus Ketchum equipment, often worth thousands of dollars, with no discussion.

It is poor governance and contrary to the fiduciary responsibility of the council to Ketchum residents. It underscores the weakness of the strong mayor system and its inherently poor supervision of city staff and business practices.

Thank you for at least raising it.

Perry Boyle
Ketchum

From: Kerrin McCall <kerrinmac@gmail.com>
Sent: Friday, November 7, 2025 10:15 AM
To: Participate
Subject: Fwd: FCC takeover of wireless deployment must be stopped! PLEASE HELP

Attention: Ketchum City Council: This was sent to me by Eloise Christensen who now lives in Northern Calif. It concerns us all wherever we live and must be stopped. The deployment of these towers is about control and surveillance. They threaten our health and environment. They strip away local autonomy. It's simple — We do not want this intrusion.

ACTION TO STOP FCC TAKEOVER OF WIRELESS DEPLOYMENT . . .



The FCC has issued an extensive rulemaking (No. 25-276: *“Build America: Eliminating Barriers to Wireless Deployments”*) to render local governments powerless. The rulemaking removes "regulatory burdens" getting in the way of Big Telecom's swift installation of towers and antennas anywhere they please. **This proposal wipes out ordinance protections (public and environmental health, aesthetics, local zoning) that citizens and cities achieved in Marin-Sonoma and elsewhere in 2018-19. It will strip away any legal means currently available to**

fight wireless installations. Community input will be silenced. Increased surveillance will usher in more loss of privacy.

▶ If you have already taken an action on this issue,
THANK YOU.

Now please take the following Action Step right

away: 

Americans for Responsible Technology, a highly-respected safe-tech organization, knows the critical importance of pushback from local leaders; it has created a website *for those leaders!* NOW OR OVER THE WEEKEND please forward this link to your mayor, city council members and county board of supervisors. Link to ART alert for local leaders: <https://www.25-276.org/>

Find mayor & city council members' names/email addresses on your town/city website.

Marin County

Supervisors: <https://www.marincounty.gov/departments/board>

Sonoma County Supervisors' email address
: bos@sonomacounty.gov

****** Include a short personal note as their constituent, urging them to take action now. Briefly share your reasons if you choose.

What's at stake?

Rulemaking No. 25-276 strips LOCAL CONTROL of:

- Community voices (including in public hearings) to oppose towers with no recourse by elected officials
- Placement of wireless facilities
- Protective ordinances

- Land uses under specific conditions (like via conditional and special use permits)
- Independent testing of radiation “safety”
- Constitutional property and privacy rights

Thank you! *vs*

Watch this space for the next impactful action 

Of further interest re the FCC rulemaking

- **10/14/2025 webinar video featuring attorneys Julian Gresser, Bob Berg, Scott McCollough, Odette Wilkens — and grassroots advocate, Sidnee Cox —** <https://www.bbilan.org/blog/2025-10-14-ec-fcc-order> **From the introduction:** *"Time is of the essence because the suppression of the Constitutional rights of local communities under the 9th, 10th 14th and 15th Amendments attempted by the FCC proposed Order is being reinforced and supported by at least 50 bills currently before Congress. Members endorsing these bills appear to be uninformed about the national security risks presented by the FCC's ill-considered proposal."*
- Telecom law firm **BBK's 10/8/2025 legal alert entitled "[Localities Need to Respond to FCC Rulemaking Proceeding That Proposes Expanded Federal Preemption of Local Wireless Siting Authority](#)"**

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Thursday, November 6, 2025 9:30 PM
To: Matthew A. Johnson
Cc: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; Participate; mdavis@co.blaine.id.us; Imollineaux@co.blaine.id.us; Angenie McCleary; KFD Admin
Subject: Fwd: fire department

Follow Up Flag: Follow up
Flag Status: Completed

Subject: Urgent: Dual Representation and Fire District Transaction

Good evening, Matt:

I'm forwarding what you've undoubtedly already seen — my email yesterday to Neil regarding ongoing objections to dual representation. I thought it appropriate to reach out directly to you at this point, while keeping him and the pertinent councils copied.

As you are aware, many members of the Ketchum public have opposed this transaction on multiple, well-documented grounds. Yet the “consolidation” appears to be proceeding without any meaningful response to those concerns.

Unfortunately, the mayor and council have rejected public requests for access to the legal advice underlying what is being attempted, despite what I believe to be the public's clear entitlement to that information. The lack of transparency on this and related matters is deeply concerning and unacceptable.

For the reasons indicated, **I must insist that the underlying transaction be suspended, and that your firm immediately cease representing either party to this transaction. I make this demand upon the parties copied here as well** - The city council, the county commissioners and the fire district.

If, upon review, you believe I've misunderstood the facts or am mistaken in law, I would sincerely appreciate your prompt clarification with detailed information on what is now being planned. Given what appears to be a concerted effort to consummate this action as quickly as possible, I ask that you reply no later than **Friday, November 14**, to avoid the need to initiate formal ethical and/or legal proceedings as previously outlined.

Thank you in advance, Matt, for the courtesy of your attention and reply.

Respectfully,

Jim Hungelmann

This correspondence is offered in good faith as a member of the public seeking clarity and accountability on a matter of civic concern.

----- Forwarded message -----

De: **James Hungelmann** <jim.hungelmann@gmail.com>

Date: mié, 5 nov 2025 a las 22:35

Subject: Re: fire department

To: Neil Bradshaw <NBradshaw@ketchumidaho.org>

Cc: robert g vallee jr <robertgvalleejr@gmail.com>

Dear Neil,

Following your email referencing a “de minimis” exception, I conducted further research and found no legal or ethical basis to permit a single law firm to advise both the City of Ketchum and the regional Fire District on the \$10 million station transfer.

Consequently, I believe the representation by White Peterson—either of the City or the Fire District—must cease immediately. The City and the District should each retain separate, independent legal counsel to negotiate and document this transaction.

I respectfully insist, as a member of the Ketchum public, that until this is resolved in accordance with applicable law and ethical standards:

- 1) All matters relating to this MOU and any transfer of assets, together with the firm’s representation to the City on any other matters, be suspended immediately, and
- 2) Any written legal advice on this matter be shared with me and any other requesting member of the Ketchum public.

My comments herein are based on what the public has been shown — a draft MOU, not a lease — but, as pointed out later, the concerns are virtually identical.

I would welcome discussing these matters with Matt Johnson, in hopes of avoiding an ethics complaint to the State Bar and/or litigation to halt what I view to be a legally and ethically unsound transaction as it has been advanced to this point, apparently with the guidance of White Peterson.

These are my views, as a senior member of the Idaho Bar and as a Ketchum resident:

1. The Dual Representation Conflict of Interest

Under every major set of ethics rules governing public-sector representation, dual representation such as this constitutes a serious conflict-of-interest problem that vitiates the proposed transfer and requires that the firm discontinue representing the City in this —and potentially any and all matters moving forward—at least unless this is responsibly addressed.

Rule 1.7(a) of the ABA Model Rules of Professional Conduct, adopted by Idaho and many states, prohibits representation of two clients with directly adverse interests in the same matter unless (1) the lawyer reasonably believes they can competently and diligently represent each, and (2) each client gives informed consent, confirmed in writing. For a city asset sale or transfer, the City and the Fire District are separate legal entities with opposing interests (price, terms, liability, control), comprising a direct adversity conflict under 1.7(a)(1).

2. No Legitimate “De Minimis” Exception

There is no legitimate “de minimis” exception that would allow any single law firm to represent both a City and a separate Fire District in a \$10 million asset “sale” between them. Each must be represented independently to

preserve fiduciary duty, public confidence, and the validity of the transaction, as well as continuity of essential services for the City.

There is no legal basis for the notion that public-entity transactions can be treated as minor or waivable simply because both sides are governmental.

3. The Conflict Is Non-Consentable and Cannot Be Waived

The Idaho Rules of Professional Conduct (IRPC 1.7 & 1.13) — and case law — treat conflicts in inter-governmental deals as “non-consentable” when a lawyer’s duty of loyalty to one client (the City) would materially limit their duty to another (the District). The City attorney cannot claim the conflict is “de minimis” because the terms of sale, valuation, and transfer conditions directly affect each client’s legal and financial position.

Moreover, each entity must have independent counsel for any contract involving transfer of public assets or assumption of debt. The Idaho State Bar’s Ethics Opinion No. 122 (and comparable opinions elsewhere) make clear that a single lawyer representing both a seller-municipality and the purchasing or successor district “would create an impermissible conflict that cannot be waived by consent.” Therefore, any prior advice or document drafted by the same firm for both is subject to challenge or rescission as irretrievably tainted by conflict.

4. Obligation to Withdraw Representation

If the same firm that has represented both the City and the District in the fire station transfer seeks to continue representing one of them afterward: IRPC Rule 1.9(a) forbids representing a new client in the same or a substantially related matter against a former client without that former client’s informed consent, confirmed in writing. The “former client” (for example, the City) must freely consent, fully understanding that the firm will now act against its interests in any dispute or renegotiation related to the transfer. In public-entity contexts, such consent is rarely valid because the entity’s governing body (not individual officials) would need to approve it at a public meeting, and any such waiver could itself breach fiduciary duty to the taxpayers.

When a single firm has acted for both sides of a municipal asset sale, the only clean remedy is for the firm to withdraw from representing both and allow each entity to obtain new, independent counsel. Continuing for one side exposes the firm to disqualification, bar discipline, and invalidation of the transaction if the conflict of interest tainted negotiations or advice. Even if no lawsuit is filed, the “optics” and fiduciary concerns for public funds make continued representation indefensible.

While no Idaho formal opinion appears to declare it in exactly these terms, the Idaho Rules of Professional Conduct (IRPC 1.7 & 1.13) — which mirror the ABA Model Rules — impose a duty of loyalty and prohibit representation of clients with directly adverse interests unless informed consent is obtained. The ABA has addressed analogous issues in Formal Opinion 97-405 (Conflicts in Representing Government Entities).

Because White Peterson has represented both the City and the Fire District up to this point in the same asset transfer, it cannot ethically continue for one party afterward unless the other gives truly informed written consent — and in a public transaction, any consent of the City is effectively impossible.

5. Legal Exposure to the City

If the Ketchum City Council knowingly allows its contracted law firm — which previously represented both sides of the same transaction – i.e., developing the MOU on the \$10 million fire-station asset transfer without clear consideration — to return as counsel for the City, it exposes the Council and the firm to serious conflict-of-interest violations and invalidates all actions to date tied to that transaction.

Under IRPC 1.7, 1.9 and 1.13, a lawyer may not represent a client whose interests are directly adverse to another current or former client in the same or a substantially related matter without that former client’s fully informed, written consent. Because the fire-station transfer involved opposing interests — the City as seller and

the District as buyer — the conflict is not waivable in any meaningful sense. Any attempt by the Council to “consent” on behalf of the taxpayers would likely be viewed as invalid, since the public at large are the real beneficiaries of the City’s fiduciary duties.

6. Ethically, the Public Is the Client

Municipal attorneys owe duties not only to the council but also to the public entity itself, meaning the residents. Allowing the same firm to return after negotiating a one-sided or inadequately supported transfer suggests divided loyalty and self-review, which the ethics rules prohibit. Even if no explicit litigation arises, the arrangement could be challenged as a breach of fiduciary duty or constructive fraud under Idaho’s municipal and contract laws.

Potential consequences include disciplinary action against the law firm by the State Bar for conflict of interest and for undermining public trust. The City could face civil challenges or rescission claims for its reliance on advice from conflicted counsel. Moreover, any subsequent legal matter in which the firm seeks to legally assist would be tainted and voidable by the public for lack of independent legal representation.

A city council cannot ethically or prudently “waive” this kind of conflict. Once a law firm has represented both sides of a public-asset transfer, it must withdraw from both. Returning to represent one side afterward would violate professional-conduct rules, breach fiduciary obligations to the public, and likely invalidate the entire transaction.

7. Required Next Steps

1. Terminate the conflicted engagement immediately.
2. Retain independent outside counsel to review both the transaction and the law firm’s conduct.
3. Disclose the conflict publicly to restore transparency and protect the City from allegations of concealment.

8. Legal Advice Is Public Property

Any written legal advice given to the City Council on these matters is the property of the Ketchum public and must, absent a valid privilege, be shared with requesting citizens.

Under Idaho’s Public Records Act (Idaho Code §§ 74-101 to 74-126), legal advice may be withheld under the attorney-client privilege (IC § 74-107(1)); however, that protection is forfeited when advice justifies official action or is shared with the other party. Once waived, the City cannot later claim the document is exempt from disclosure.

9. Constitutional Concerns

There is also the position I have previously advanced [see my email to you and the Council dated August 20, 2025] that this attempted transfer would violate Idaho’s gift-clause and/or public-finance statutes.

A single law firm cannot ethically represent opposing parties in the same transaction — particularly one involving public assets, valuation, and control — because doing so destroys the independence of legal judgment required to ensure compliance with the Idaho Constitution’s gift clause (Art. VIII, Section 4) and public-finance laws.

When a city transfers a \$10 million publicly owned fire station to another entity without clear, enforceable consideration in return, the transaction risks becoming an unconstitutional gift of public property. In such a case, the duty of counsel is to defend the taxpayers’ interest, not to engineer an outcome favorable to both sides.

The conflict is especially grave here because the law firm’s dual representation means no one was positioned to advocate exclusively for the City on critical questions of valuation, debt assumption, and reciprocal benefit —

all of which go to the heart of the gift-clause prohibition. Any legal advice used to justify that dual representation or to claim the transfer was permissible is inherently compromised and cannot cure the lack of independent counsel or the absence of legitimate consideration.

By also representing the Fire District, the City's long time contracted law firm White Peterson deprived the City of its right to independent, competent, and zealous legal counsel — counsel that should have identified and protected the City against unlawful transactions causing substantial harm.

Even if the contemplated arrangement is styled as a long-term lease rather than an outright transfer, the ethical and constitutional analysis remains substantially the same. A lease that conveys effective control or long-term benefit without clear, reciprocal, and enforceable consideration is, in substance, a transfer of public assets — and therefore subject to the same conflict-of-interest and gift-clause prohibitions.

Neil, I raise these issues in good faith, to preserve the City's integrity, the taxpayers' trust, and lawful governance upon which we all depend.

Given the City's imminent agenda on this item, I request that all related action be postponed pending legal clarification.

Depending on your reply, I will follow up on the Council's record to ensure these concerns are duly acknowledged and addressed.

Thank you,

Jim

El mié, 5 nov 2025 a las 8:31, James Hungelmann (<jim.hungelmann@gmail.com>) escribió:

Thanks Neil for reply, respectfully disagree and stand on the precision of my submissions on his - wildly unconstitutional and illegal transfer and unethical representation.

Needed that confirmation before referring it to the Bar.

Jim

El mié, 5 nov 2025 a las 8:01, Neil Bradshaw (<NBradshaw@ketchumidaho.org>) escribió:

Hi Jim

The lease documents have not been finalized but I expect them to be completed this year.

City attorney (Matt) will be representing both sides as there will be de minimus value to the lease.

Cheers

Neil

NEIL BRADSHAW | CITY OF KETCHUM

Mayor

P.O. Box 2315 | 191 5th Street, W | Ketchum, ID 83340

o: 208.727.5087 | m: 208.721.2162

nbradshaw@ketchumidaho.org | www.ketchumidaho.org

On Nov 4, 2025, at 11:19 PM, James Hungelmann <jim.hungelmann@gmail.com> wrote:

Hi Neil

Could you give us a heads up, is our contacted law firm still representing both sides of the asset transfer translation? Has any MOU or anything else been signed?

thanks

Jim

Dawn Hofheimer

From: Michael David <msdavid1@gmail.com>
Sent: Friday, November 7, 2025 3:05 PM
To: Participate
Subject: Road Diets (Roadway Reconfiguration) | FHWA

FHWA is a big supporter of road diets. Someday hopefully ITD and Blaine County will adopt these proven safety countermeasures.

Mike David

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fhighways.dot.gov%2fsafety%2fproven-safety-countermeasures%2froad-diets-roadway-reconfiguration&c=E,1,grfiR2y6cjjH51QPIdGZq3opwd9b2PgtrDIFtQ4DeNoucZVYXFW3rOdFwbQxM5uXCPgRGwSVg0TXPpwwKV8GR6DlxG9niOwsWVVo3yg3&typo=1>

Michael
208-450-9178

Dawn Hofheimer

From: Wesley R. Fleuchaus <wfleuchaus@gmail.com>
Sent: Monday, November 10, 2025 8:34 AM
To: Participate
Subject: Ketchum should do compost drop off bins

Follow Up Flag: Follow up
Flag Status: Flagged

Like hailey does:

[Compost | City of Hailey, ID](#)

Thanks!