

Dawn Hofheimer

From: HP Boyle <boylehp@yahoo.com>
Sent: Friday, November 14, 2025 1:58 PM
To: Participate
Cc: Sarah Lurie; Andrew Theophilus
Subject: PUBLIC COMMENT for 11/17 Council meeting

Follow Up Flag: Follow up
Flag Status: Flagged

ITEM 6 requests approval of a budget increase for the renovation of some City Hall space. But the staff memo does not provide the prior cost or the new cost. That seems like information a council member would want to see.

ITEM 13. Chapter 2 ignores the statutory responsibilities of the Mayor and Council Member and offers a much more limited list of what they are supposed to do. If they do what is in this ordinance, they are not in compliance with the legal requirements of their positions. See Idaho Code Title 50, Chapter 6 and Chapter 7.

ITEM 15. You left one off the list: Ketchum Community Development Corporation includes an ex officio Council Member.

Perry Boyle
Ketchum

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Friday, November 14, 2025 1:41 PM
To: James Hungelmann
Subject: Fwd: fire department

Follow Up Flag: Follow up
Flag Status: Completed

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

De: **James Hungelmann** <jim.hungelmann@gmail.com>
Date: vie, 14 nov 2025 a las 13:37
Subject: Re: fire department
To: Matthew A. Johnson <mjohnson@whitepeterson.com>
Cc: Neil Bradshaw <nbradshaw@ketchumidaho.org>, Amanda Breen <abreen@ketchumidaho.org>, Courtney Hamilton <chamilton@ketchumidaho.org>, Spencer Cordovano <scordovano@ketchumidaho.org>, Tripp Hutchinson <thutchinson@ketchumidaho.org>, Participate <participate@ketchumidaho.org>, mdavis@co.blaine.id.us <mdavis@co.blaine.id.us>, lmollineaux@co.blaine.id.us <lmollineaux@co.blaine.id.us>, Angenie McCleary <amccleary@co.blaine.id.us>, admin@ketchumfire.org <admin@ketchumfire.org>

Hello Matt,

Thank you for the courtesy of your response. I want to be clear and direct so there is no misunderstanding about the nature of the concern.

Your email confirms that White Peterson has simultaneously served as general counsel to both the City of Ketchum and the newly formed regional Fire District during the period in which the fire-station transfer was being initiated. Under IRPC 1.7, 1.10, and 1.13, that dual engagement alone creates an immediate and non-waivable conflict when the two entities are involved in the same transaction affecting public assets, valuation, control, and legal obligations.

These concerns were raised to the Mayor and City Council in prior correspondence, yet the transaction continued to develop without independent counsel or public clarification.

Whether your firm later assigns “separate attorneys” internally does not eliminate the conflict. Conflicts are imputed to the entire firm under IRPC 1.10(a).

For that reason, the conflict is already attached — it does not depend on any future stage of the transaction. The existence of MOU drafts makes clear that legal work occurred, and if White Peterson performed any part of that work for either entity, the conflict is active now.

Accordingly, I am formally requesting that White Peterson immediately:

1. Cease and desist from any further involvement in the fire-station transfer, in any form (sale, lease, MOU, or otherwise); and

2. Suspend all representation of the City of Ketchum on any matter relating to municipal assets, contracting, or governance until this conflict is reviewed by independent counsel.

I also want to be clear that I will be raising this issue formally before the City Council, ASAP. The City has a duty to obtain truly independent legal advice when dealing with the disposition or long-term control of public property.

It has been suggested publicly that the transaction may be restructured into some sort of lease. I want to emphasize that under Idaho and ABA rules, changing the form does not cure the conflict. Once a firm participates for both clients in developing or advancing any structure for the same transaction, the conflict exists — and cannot be undone by repackaging the deal.

My purpose here is not adversarial. The only goal is to ensure that the City of Ketchum and the Fire District proceed in a manner that complies with the Idaho Rules of Professional Conduct, the Idaho Constitution and law, and the public-trust doctrine that governs the handling of public property.

Clarifying and resolving this now protects all parties from avoidable disputes, bar-counsel review, and potential challenge to the validity of the transaction.

I reserve all rights on behalf of myself and the Ketchum public to pursue appropriate remedies should these concerns remain unaddressed.

Respectfully,

Jim

El vie, 14 nov 2025 a las 9:41, Matthew A. Johnson (<mjohnson@whitepeterson.com>) escribió:

Jim –

As a courtesy response, the concern you have raised is noted and will be addressed at the appropriate time. It is not appropriate, due to timing and including for confidentiality reasons associated with my position, for me to try to answer your request about “what is being planned.” Suffice to say at the current moment, and for purposes of clarification, our firm has long served in the role of general counsel for the City and more recently was contracted as general counsel for the District (with separate attorneys from our office as the primaries for each). There is no conflict of interest in such general representation just because the entities may be proximate geographically. At the current time there is not specific representation, nor an immediate conflict of interest on the item of concern (fire station transfer) you are raising. If/when that particular item does enter a stage of particular legal representation, the conflict concerns you raise will be addressed within the parameters of the ethical rules and likely in consultation with bar counsel. This will include evaluation of considerations such as conflict counsel and informed consent, as you have identified are available under the rules. Our firm has worked with local government entities for decades, and is well aware of this type of concern. The City is also familiar with these concerns, having both exercised informed consent and by utilizing conflict counsel in previous situations over the years.

To the extent you are raising concerns about a public records request, I believe you are already aware of and have identified the exemption from disclosure applicable to privileged attorney-client communications. I’m not sure there are even any records responsive to your request, but to the extent there are, by the very specification of your request such records would fall under the exemption applicable to confidential attorney-client communications and privilege. There has been no waiver of any such privilege, and I am unaware of any justification or support for your claim that

confidential legal advice to the governing board for the City somehow becomes public property available broadly. That would completely moot the important purposes for why there is confidentiality and privilege in attorney-client relationships.

While I don't typically respond to constituent emails on legal matters, I felt your concern expressed below was worth some clarifications for you and all those you cced. Thus, this limited response as a one-time courtesy, and please be advised that I do not intend to engage in much further back and forth on this.

Matt

Matthew A. Johnson

WHITE PETERSON GIGRAY & NICHOLS, P.A.

Canyon Park at the Idaho Center

5700 E. Franklin Rd., Ste. #200

Nampa, ID 83687-7901

208.466.9272 (tel)

208.466.4405 (fax)

mjohnson@whitepeterson.com

-- This communication and any files transmitted with it contain information which is confidential and may be privileged and exempt from disclosure under applicable law. It is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender. Thank you for your cooperation. --

From: James Hungelmann <jim.hungelmann@gmail.com>

Sent: Thursday, November 6, 2025 9:30 PM

To: Matthew A. Johnson <mjohnson@WHITEPETERSON.com>

Cc: Neil Bradshaw <nbradshaw@ketchumidaho.org>; Amanda Breen <abreen@ketchumidaho.org>; Courtney Hamilton <chamilton@ketchumidaho.org>; Spencer Cordovano <scordovano@ketchumidaho.org>; Tripp Hutchinson <thutchinson@ketchumidaho.org>; Participate <participate@ketchumidaho.org>; mdavis@co.blaine.id.us; lmollineaux@co.blaine.id.us; Angenie McCleary <amccleary@co.blaine.id.us>; admin@ketchumfire.org

Subject: Fwd: fire department

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 deminimus 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: Joni Cashman <joni.cashman@gmail.com>
Sent: Friday, November 14, 2025 3:45 PM
To: Participate
Subject: Communication

Follow Up Flag: Follow up
Flag Status: Completed

This is addressed to the city council.

Today I had a lengthy conversation with the ITD, they informed me of a new regulation/code for heated sidewalks . The Itd and the new major hotel on the corner of river and Highway 75 will be heated, they suggest that I mention to the city that they could open talks to heat the West side sidewalk to make it safer to walk into town. They suggest beginning conversation sooner than later. It is dangerous to walk into town in the winter due to ice and snow build up. Please consider heating the sidewalk on the left as you enter town to keep all our citizens, visitors and taxpayers safe.

Thank you

Joni Cashman

Dawn Hofheimer

From: HP Boyle <boylehp@yahoo.com>
Sent: Friday, November 14, 2025 11:30 PM
To: Participate
Subject: Application for position on KURA

To Mayor Bradshaw and Mayor-Elect Prekeges,

I am writing to express my interest in serving as a member of the Ketchum Urban Renewal Authority (KURA). As a resident of Ketchum, I understand the need to strategically manage the URA for the benefit of Ketchum residents and businesses, and I am ready to contribute my time and expertise to maximize the Authority's effectiveness.

My motivation for seeking a seat is to ensure KURA's resources are directed toward the core mission of revitalizing essential infrastructure. Urban renewal aims to increase the tax base; my focus is on achieving this through the most direct and tangible means: rebuilding and improving roads and sidewalks within the URA. High-quality public infrastructure is the essential foundation for raising property values, supporting commercial activity, and ultimately growing the district's long-term tax base.

I have conducted extensive analysis and provided public commentary on KURA's structure, budgets, and project history. I have demonstrated a detailed, informed understanding of tax increment financing and KURA's legal responsibilities. Having regularly attended KURA's public meetings, I have a solid grasp of its operational processes and current projects. I am ready to contribute effectively from day one.

I am committed to serving the residents and businesses of Ketchum with transparency and accountability. My clearly defined priorities—centered on practical, physical improvements that directly support KURA's mandate to expand the tax base—can be an asset to the process.

Thank you for considering my application.

Perry Boyle
208-806-1305

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Friday, November 14, 2025 7:31 PM
To: Tripp Hutchinson; Spencer Cordovano; Neil Bradshaw; Amanda Breen; Courtney Hamilton; mdavis@co.blaine.id.us; lmollineaux@co.blaine.id.us; Angenie McCleary; KFD Admin; Participate
Cc: Matthew A. Johnson; Peter Prekeges
Subject: PUBLIC COMMENT COUNCIL MEETING NOV 17 2025/ OPPOSITION TO AGENDA ITEM 8

Follow Up Flag: Follow up
Flag Status: Completed

PUBLIC COMMENT FOR THE RECORD

To: City Council, Mayor, and City Clerk

Nov. 17, 2025, Council Meeting – Agenda Item #8

RE: *Formal Public Opposition to Proposed Fire-Department Transfer*

Dear Mayor and Council Members:

I formally object to proposed “Surplus” Resolution 25-025 — and to any related action — that would transfer ownership, control, operational authority, vehicles, equipment, personnel, or financial obligations of the Ketchum Fire Department to a regional Fire District.

This proposal is illegal, unconstitutional, and procedurally defective for the reasons already placed on the public record in multiple written submissions — none of which have been addressed, rebutted, or acknowledged by the City.

In addition, during the development of this contemplated transaction, the law firm of White Peterson (Nampa) — contracted as outside general counsel for the City for many years now — has continued to act on behalf of the City while simultaneously serving as legal counsel to the Fire District.

This dual representation is legally impermissible, ethically prohibited, and non-waivable under IRPC 1.7, 1.10, and 1.13. A conflict of this nature, with a single law firm representing both parties at any point in structuring the transfer, vitiates the entire process and renders any actions taken under such conflicted advice *legally null and void from the start*. The transaction is *void ab initio* — not merely voidable.

Given the pertinence of the email correspondence exchanged earlier today between myself and Matt Johnson of White Peterson, I request that this Statement of Opposition — and that full

correspondence (appearing below) — be included in the Council packet and incorporated into the public record for this meeting.

Accordingly, I respectfully Demand that the Council:

- 1. Withdraw or postpone Agenda Item #8;**
- 2. Retain independent, conflict-free legal counsel; and**
- 3. Allow the incoming administration — not a lame-duck council — to evaluate this matter properly.**

If the City proceeds under these conditions, the action will be subject to immediate challenge. Those involved — elected officials and legal counsel — risk exposure to personal liability for damages caused by breach of fiduciary duty, constitutional violations, and disregard of the Idaho Rules of Professional Conduct.

My intent here is to ensure that the City proceeds lawfully, transparently, and with the integrity that the public deserves, as we approach a new Council term.

Respectfully,

Jim Hungelmann

James Hungelmann <jim.hungelmann@gmail.com>

para Matthew, Neil, Amanda, Courtney, Spencer, Tripp, Participate, mdavis@co.blaine.id.us, lmollineaux@co.blaine.id.us

Hello Matt,

Thank you for the courtesy of your response. I want to be clear and direct so there is no misunderstanding about the nature of the concern.

Your email confirms that White Peterson has simultaneously served as general counsel to both the City of Ketchum and the newly formed regional Fire District during the period in which the fire-station transfer was being initiated. Under IRPC 1.7, 1.10, and 1.13, that dual engagement alone creates an immediate and non-waivable conflict when the two entities are involved in the same transaction affecting public assets, valuation, control, and legal obligations.

These concerns were raised to the Mayor and City Council in prior correspondence, yet the transaction continued to develop without independent counsel or public clarification.

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For that reason, the conflict is already attached — it does not depend on any future stage of the transaction. The existence of MOU drafts makes clear that legal work occurred, and if White Peterson performed any part of that work for either entity, the conflict is active now.

Accordingly, I am formally requesting that White Peterson immediately:

- 1. Cease and desist from any further involvement in the fire-station transfer, in any form (sale, lease, MOU, or otherwise); and**
- 2. Suspend all representation of the City of Ketchum on any matter relating to municipal assets, contracting, or governance until this conflict is reviewed by independent counsel.**

I also want to be clear that I will be raising this issue formally before the City Council, ASAP. The City has a duty to obtain truly independent legal advice when dealing with the disposition or long-term control of public property.

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Matthew A. Johnson

para Neil, Amanda, Courtney, Spencer, Tripp, Participate, mdavis@co.blaine.id.us, lmollineaux@co.blaine.id.us

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will be addressed within the parameters of the ethical rules and likely in consultation with bar counsel. This will include evaluation of considerations such as conflict counsel and informed consent, as you have identified are available under the rules. Our firm has worked with local government entities for decades, and is well aware of this type of concern. The City is also familiar with these concerns, having both exercised informed consent and by utilizing conflict counsel in previous situations over the years.

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Matt

Matthew A. Johnson
WHITE PETERSON GIGRAY & NICHOLS, P.A.
Canyon Park at the Idaho Center
5700 E. Franklin Rd., Ste. #200
Nampa, ID 83687-7901
208.466.9272 (tel)
208.466.4405 (fax)
mjohnson@whitepeterson.com

-- This communication and any files transmitted with it contain information which is confidential and may be privileged and exempt from disclosure under applicable law. It is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender. Thank you for your cooperation. --