

Dawn Hofheimer

From: Jane Rizzo <jrizzo121@gmail.com>
Sent: Wednesday, July 16, 2025 10:11 PM
To: Participate
Cc: Jim Laski
Subject: Public Comment/7/21 City Council/Starbucks
Attachments: Publiccomment721Starbucks71625REDACTED .pdf;
PubliccommentKetchumBusinessComm721Starbucks71625 REDACT.pdf

Please find attached public comment to be included in the 7/21 City Council meeting.

1. Public Comment at large re Starbucks Lease
2. Public Comment Ketchum Business Community re Starbucks Lease

Thank you!

Jane Rizzo

7.15.25 p.1

To: Ketchum City Council

Re: Starbucks Lease

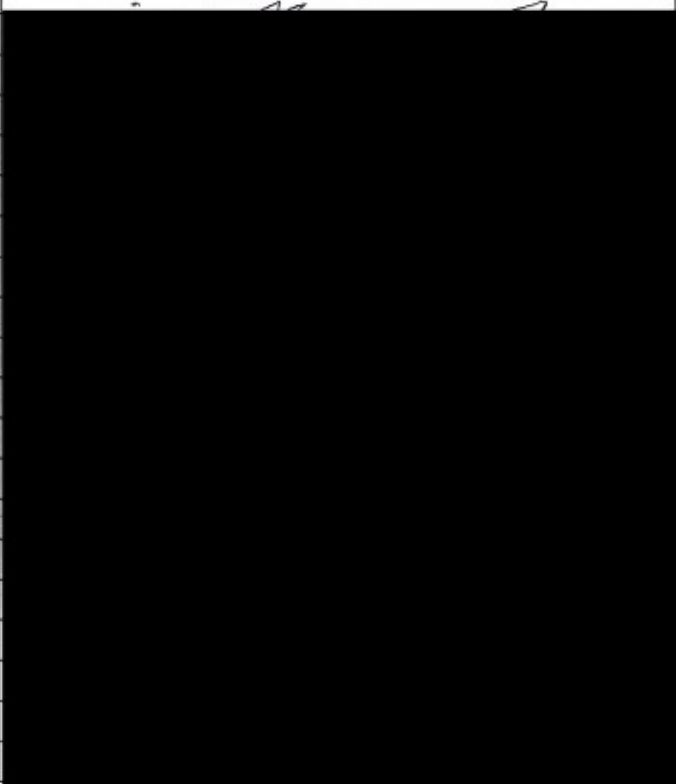
I am reaching out in support of our locally-owned Starbucks remaining as the anchor tenant in Town Square, and to be offered a fair market value lease, not 2X their rent as I understand is being proposed by the City.

Starbucks has been an ideal tenant, drawing traffic to Town Square, per the initial RFP, and has paid 14 years of rent, almost \$900,000 to the City, on time. Starbucks gives the public maximum access to the building, keeping longer hours than any other restaurant or coffee shop in our Valley.

Please vote yes to the Starbucks lease proposal and allow Starbucks to remain in Town Square.

Vote yes on the Starbucks Lease proposal and no on a Concessionaires Lease.

Thank you.

| Name | Ketchum Resident Y/N | Email |
|------------------|-------------------------|--------------------------------------------------------------------------------------|
| JEFFREY CURRIE | Y |  |
| Sonja Uri | Y | |
| Hannah Lawber | Y | |
| JASON ROTH | N | |
| JOHN MINERVIN | N | |
| MICHAEL MINERVIN | N | |
| Jim Jaquet | N | |
| PAUL HERNAN | N | |
| Michael Vail | Y | |
| John | N | |
| RECHARD WAYCOST | Y | |
| Dana Whitman | Y | |
| Luca Arcenebraut | Y | |
| Marty Allen | Y | |
| Andrea Hernandez | N | |
| Carlos Romero | N | |
| Becky Smith | N | |
| Reid C Black | Y | |
| J.R. Hamacher | Y | |

7.15.25 p.2

| Name | Ketchum Resident Y/N | Email |
|------------------|----------------------|-------|
| Amy McCabe | N | |
| Leah Torgler | Y | |
| Anaë Hansen | Y | |
| Susan Neamon | Y | |
| Wm R. Cook | Y | |
| Becky Klaser | Y | |
| Sabrina Ricketts | N | |
| Erin Denk | Y | |
| Allison Sarchett | Y | |
| Robin Sarchett | Y | |
| Wili Baker | N | |
| JEFF CASTELAZ | YES | |
| SARA GORBY | YES | |
| Janet Salvani | N | |
| JOE SOUTH | N | |
| GARY BLASH | Y | |
| Nicole Bickwalla | Y | |
| Joe Gray | N | |
| Lara Gwath | N | |
| John Frey | N | |
| Amy Gwath | N | |
| Sylvia Miller | N | |
| Max Lemman | Y | |
| Alicia Pacala | Y | |
| Janice Swanson | X | |
| Anne Christie | Y | |
| Frank Harris | X | |
| Joan Curtis | N | |
| Jeff Tibbals | M | |
| RAN DUFUR | Y | |
| Heaya Schott | Y | |
| Dina Madsen | Y | |
| ELLEN LIBERTINE | N | |
| Marco Alvarez | N | |
| Deide Rodriguez | X | |
| Susan Alts | Y | |
| Julisa Vega | N | |
| Marcela Garman | N | |
| Laren Ramirez | Y | |

1.15.25 p.3

[illegible]

7.15.25 p.4

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Thank you.

[illegible]

7.16.25

Ketchum Business
Community p.1

To: Ketchum City Council

Re: Starbucks Lease

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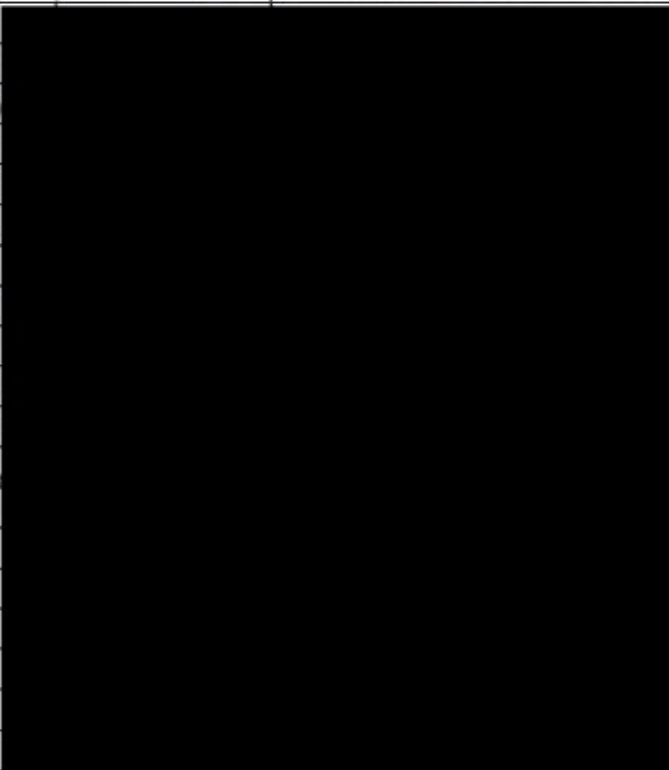
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Please vote yes to the Starbucks lease proposal and allow Starbucks to remain in Town Square.

Vote yes on the Starbucks Lease proposal and no on a Concessionaires Lease.

Thank you.

Ketchum Business

| Name | Ketchum Resident Y/N | Email |
|--------------------|----------------------|--------------------------------------------------------------------------------------|
| MIKE Ptas | Y |  |
| M. Anderson | Y | |
| Valerie Peterson | N (Kaling) | |
| Julie Donnelly | Y | |
| CC Potter | Y | |
| Heather Ma | Y | |
| Rain Zweifel | N | |
| Johnny Seiber | N | |
| Peter Schmitz | Y | |
| Peder Schmitz | Y | |
| Jaime Schmitz | Y | |
| David Kelso | Y | |
| Sirgin Thomas | Y | |
| Franky Hinojosa | X | |
| Cindy Hinojosa | Y | |
| Carter Rowand | Y | |
| George Vanderkloot | Y | |
| OLIV GLENN | | |
| Bruce Billings | | |

1.10M

| Name | Ketchum Resident Y/N | Email |
|----------------------------|----------------------------|-------|
| Cory Fink | N | |
| George Dempsey | N | |
| Brenda Dempsey | N | |
| Bob C | N | |
| Jim Smith | Y | |
| Nicole Bird | Y | |
| Chance Worthington | Y | |
| Trenton Carlson | N | |
| Crystal McKenzie | N | |
| Natalie Ertz | N | |
| Michael David | N | |
| CONOR P. QUINN | Y | |
| John Broschowsky | N | |
| JB SMITH | Y | |
| Catherine Cormon | Y | |
| Blanche Holzman | Y | |
| Edia Seirica | N | |
| Anna Kremenichuk | Y | |
| Delora Flower | Y | |
| Barbara B Bentley | Y | |
| Roxley Kemp | Y | |
| Laurel Banting | Y | |
| Chris Smith | Y | |
| Wayne | | |
| JOE HEAGLE | N | |
| Steve | N | |
| Ona | N | |
| GLIN VARCO | Y | |
| Lea Webber | Y | |
| Sam Gray | N | |
| Don Gray | N | |
| Paul Z. Hunt | N | |
| Pete Hambrick | N | |
| Mike Hambrick | N | |
| Armando Romero | Y | |
| Karla Jimenez | N | |

Dawn Hofheimer

From: Paddy McIlvoy <PaddyMcIlvoy@backwoodsmtnsports.com>
Sent: Friday, July 18, 2025 11:39 AM
To: Courtney Hamilton; Amanda Breen; Tripp Hutchinson; Spencer Cordovano; Participate; Neil Bradshaw
Cc: Jade Riley; morganrbuckert@gmail.com; Shawn McFarland; Mike Wampler
Subject: Trail Creek Bridge Lanes

Hello All,

First off, I want to thank you for all your efforts making the Main Street reconstruction project as smooth as it could possibly be this spring. You did a great job shepherding through that painful, but necessary project.

At Backwoods, the effect of that project was real but could have been much worse. What we have realized, is that the Main Street project effect has nothing on the much, much bigger effect we are feeling from the ID 75 project and the traffic situation it has created. South and mid valley customers are avoiding Ketchum at all costs (I had a customer last week who told me he had driven to Twin Falls for an errand instead of Ketchum, because that was faster). As a Ketchum business owner who lives in Hailey, I am intensely personally aware of how unpleasant the traffic is at the moment. Like the Main Street project, this road reconstruction is a necessary evil, and, as an ITD project, largely out of your hands. But the choice between two and four lanes on the Trail Creek bridge is very much in your hands. Pinch-pointing down to two lanes and two bike lanes at Trail Creek would make the traffic problem we are facing now permanent. Four lanes is the only choice for the Trail Creek bridge. We have an excellent bike path in place already, and it is only a few blocks to connect to it from Main Street. I urge you to recommend four lanes on the new Trail Creek Bridge.

Thanks!

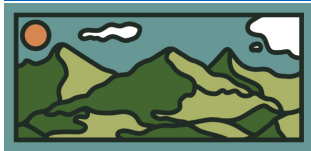
Paddy McIlvoy

Owner

Backwoods Mountain Sports

(208)726-8818

www.backwoodsmountainsports.com



**BACKWOODS
MTN.
SPORTS**

Dawn Hofheimer

From: Pat Higgins <pathiggins@cox.net>
Sent: Friday, July 18, 2025 2:22 PM
To: Participate
Subject: Public Comment

Dear Mayor Bradshaw and City Council Members,

Below is attached letter I wrote dated April 14th 2024, before the Proposed Comprehensive Plan was even presented to you officially .

Dear Mayor and City Council Members,

What is the Character of Ketchum ?

Since Covid 19 , many things have changed in the world and especially here in beloved Ketchum Idaho. Many of the newcomers are trying to impose their set of standards of what they think Ketchum should be. I am writing to express my concerns regarding the issue of overdevelopment in our community. As a resident who deeply cares about the well-being and sustainability of our community, I have observed with growing apprehension the rapid pace of development and its impact on our neighborhoods. The building used to be seasonal , now it is 365 days of the year, with developers building lot line to lot line and taking sidewalks and precious parking spaces.

We are now observing that overdevelopment not only strains our infrastructure and resources but also threatens the character and livability of our town. The relentless construction of high-rise buildings, commercial complexes, and housing developments has led to increased traffic congestion, overcrowded schools, and diminished green spaces. Moreover, it has exacerbated issues such as pollution, noise pollution, and loss of biodiversity.

While I understand the importance of urban growth and economic development, it is imperative that we prioritize responsible and sustainable practices that preserve the quality of life for current and future generations. We need to respect those who came before us and helped create what we come to love about Ketchum. We must strike a balance between meeting the demands of a growing population and preserving the unique identity and charm of our little town.

I urge the city council to consider implementing measures to address the issue of overdevelopment, such as stricter zoning regulations. I am hopeful residents in the decision-making process and incorporating their input, we can work together to create a vision for our town that respects its heritage, fosters equitable growth, and enhances the overall well-being of its inhabitants.

Thank you for taking the time to consider my concerns. I hope that together, we can find sustainable solutions to the challenges posed by overdevelopment and ensure a vibrant and prosperous future for our beloved Ketchum. Let's slow down and take a deep breath, get this right instead of being reactionary.

I have attended as many meetings and written public comments as much as I was able to do.

My thoughts over a year later haven't changed....

I would also like to add the following thoughts and ideas below :

I along with KBAC supported affordable housing on First and Washington WITH public parking underneath.

What is the plan for this lot?

What is the plan for Lift Tower Lodge property?

SV Co is proposing its PUD at River Run, I'm hopeful that some community housing will be included in this??/

What are the plans for working with Blaine County to build more affordable housing in the Areas of City Impact....down by the hospital?

The recent issues of BCHA failure on HOA fees is truly unacceptable. How are these residents going to be able to sell and get their monies out of these deed restricted properties?

Living in Warm Springs can be quite exciting and expensive when you have Flood, Avalanche and Fire Insurance to contend with. Warm Springs Road is the only way in or out , you will be putting residents and Safety personal at risk. The Comp plan proposal of Medium or High Density seems not very well thought out for this alone.

I would like to see proof of studies....ENVIRONMENTAL and INFRASTRUCTURE... mainly for Warm Springs Creek future Water Supply, Street maintenance with proposed density increase.

Most importantly a much needed Traffic study on Warm Spring Road with proposed up zoning ?

Will Warm Springs road be able to handle the increase in density?

Will Warm Springs road need to have traffic lights with more traffic?

Will the telephone poles be buried underground ?

Fire and Police, More density requires more services for Ketchum Residents. Who will be paying for this?

Will our property taxes go up more?

Please vote no on the MOU, there was not enough information when this was put on the ballot

Is there a Bike Path study for Warm Springs?

Warm Springs Bike Path is dangerous to navigate now with all the streets and driveways that cross over this path. With even more density will the bike path be sufficient?

Living in Warm Springs can be quite exciting and expensive when you have Flood, Avalanche and Fire Insurance to contend with. Warm Springs Road is the only way in or out , you will be putting residents and Safety personal at risk. The Comp plan proposal of Medium or High Density seems not very well thought out for this alone.

Our Wildlife Corridor is at risk , with more density there will be more encounters with deer elk and mountain lions on roads and in neighborhoods. What is the plan for this?

I do not understand why you are still considering PEG? Limelight has presented their proposal for turning hotel rooms into condos claiming they are not creating income. HUMONGOUS hotel going in across the street, it is a very unattractive look for our “once’ small town.

I still do not approve of the 2024 FLUM.

Listen to the citizens who voted you in. You say you are listening , but do you hear us?

NONE of us want to be Aspen , Vail , Park City.... If we did we would move there.

Respectfully submitted,
Pat Higgins

Sent from my iPad

Dawn Hofheimer

From: Tim Garrigan <tim@tingarrigan.com>
Sent: Friday, July 18, 2025 4:43 PM
To: Participate
Subject: Bikes and e-bikes

Hi,

Great work on these rules and enforcement. I ride a road bike and an e-gravel bike. I think 20 mph is fine. But... I am seeing kids on rental e-bikes with no pedals all over city sidewalks and bike paths and this has to stop. They have zero idea what they're doing, some are on cell phones while riding on multi-use paths. Two kids, maybe ages 12 and 10 moved us over on the sidewalk as we went by Starbucks, so they could get through. Enough already!
Perhaps these rentals should be for ages 21 and up, or something like that.
Many thanks for all you do!

All the best,

Tim Garrigan
+1.206.369.5705

Dawn Hofheimer

From: Sarah Lurie <sarahlurie@fastmail.com>
Sent: Monday, July 21, 2025 6:54 AM
To: Neil Bradshaw
Cc: Participate; Amanda Breen; Courtney Hamilton; Tripp Hutchinson; Spencer Cordovano; Jade Riley
Subject: Re: Public comment Hutchinson Palantir theft

Dear Mayor Bradshaw,

Thank you for your continued engagement on this matter and for acknowledging our concerns.

We respectfully disagree with delaying an ethics complaint until the criminal court rules, as the Ethics in Government Act explicitly states that violations of its provisions do not preclude separate criminal prosecution.

Ethics proceedings can and should proceed independently to promptly safeguard public trust.

These are administrative processes with a lower burden of proof, allowing for swift action based on the councilman's admitted conduct without awaiting the criminal case outcome. Furthermore, to uphold the Act's mandate for impartiality, Councilman Hutchinson should recuse himself from council votes, as his reported actions create an appearance of impropriety and potential conflict in matters involving public resources.

We urge immediate steps outlined in our original letter, to file the ethics complaint and enforce recusal.

On Sun, Jul 20, 2025, at 11:44 PM, Neil Bradshaw wrote:

Dear Sarah, Darcy, Mary, Jill and Scott,

Thank you for your email voicing your concerns and recommendations.

I want to assure you that I take ethics violations very seriously, and should the courts determine that violations occurred then I will discuss with council on the appropriate course of action.

At this point Councilman Hutchinson has plead "not guilty" to the charges. I personally do not like pre-judge the allegations and would feel it would only be proper to take action following the due process of the law and the determination of the courts and/or judge.

I hope you understand why I take this position. I personally think we have seen too many people judged by public opinion prior to having their time in court and have not been afforded due process. I see this happening across the political spectrum and I disagree with that approach.

Again, I take the conduct of myself and council very seriously and will address this matter after due legal process.

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 Jul 20, 2025, at 8:21 PM, Sarah Lurie <sarahlurie@fastmail.com> wrote:

July 19, 2025

Dear Mayor Bradshaw and Members of the Ketchum City Council,

We are writing as a concerned citizens of Blaine County to address the egregious ethical breach by Councilman Tripp Hutchinson and the council's alarming failure to respond with the accountability demanded by Idaho law and the public trust.

The incident involving Councilman Hutchinson's theft and vandalism at Friedman Memorial Airport, combined with your silence and refusal of a swift filing of an ethics complaint, has brought public trust in Ketchum's governance to an all-time low. We urge you to take immediate action to address this matter, uphold the Idaho Ethics in Government Act of 2015, and restore confidence in the city's leadership.

According to a probable cause affidavit, on June 26, 2025, Councilman Hutchinson was captured on surveillance cameras at Friedman Memorial Airport, a joint county and city-owned facility, opening a display case, stealing three Palantir advertisement posters, and damaging them in the process. He admitted to airport officials that he acted out of personal disagreement with the posters' "Palantir" message, resulting in \$1,646.44 in damages to the city, including replacement costs, lost advertising time, and labor.

Despite the severity of this act, Hutchinson was charged only with petit theft, a misdemeanor under Idaho Code, despite the total damages qualifying for felony grand theft and malicious injury to property.

Even more troubling, Hutchinson has continued to attend and vote at council meetings without recusing himself, and the council has neither discussed the incident nor initiated an ethics complaint, dismissing it as a "personal legal matter."

This response is unacceptable and makes the council complicit in condoning criminal behavior. Idaho Code § 74-402, the policy and purpose of

the Ethics in Government Act, declares that public office is a public trust and mandates that officials uphold integrity, impartiality, and the public interest. Hutchinson's actions violate every objective of this statute:

- **Integrity of Government (Subsection 1):** His reported theft at a joint county and city-owned facility undermines Ketchum's governmental integrity, eroding public confidence in our elected officials.
- **Impartiality and Honesty (Subsection 2):** Acting on personal ideological objections to the posters shows a lack of impartiality, and his failure to recuse himself from council votes compounds this breach.
- **Transparency of Conflicts (Subsection 3):** Hutchinson has not disclosed his conflict of interest, and the council's silence conceals this issue from the public.
- **Preventing Abuse of Office (Subsection 4):** Using his access to county/city property for personal vendettas constitutes an abuse of his position.
- **Avoiding Special Interests (Subsection 5):** His actions prioritize his personal beliefs over public interest, effectively imposing his own agenda.
- **Public Interest (Subsection 6):** The \$1,646.44 in damages and disruption to airport operations harm Ketchum's taxpayers, directly contradicting the public interest.

Your inaction in filing an ethics complaint under Idaho Code § 74-404, which allows for investigations into such breaches, is a dereliction of duty. By dismissing Hutchinson's actions as a "personal legal matter," you are effectively condoning criminal behavior by an elected official.

This sends a dangerous message that council members can break the law without professional consequences, further eroding the public's trust.

Hutchinson's continued voting in council meetings, without recusal, raises serious concerns about his impartiality on matters involving city resources. Your inaction makes the entire council complicit in this ethical failure.

Public trust in the Ketchum City Council is at an all-time low. Residents are disillusioned by the perception that Ketchum public officials and city staff shields officials from accountability, as evidenced by the lenient criminal charge and your silence.

Mayor Bradshaw, you have a unique opportunity to lead with integrity and demand accountability before your term ends. Failure to act risks cementing a legacy of complacency in holding officials accountable.

We urge the council to take immediate action:

- Initiate a formal complaint against Hutchinson under Idaho Code § 74-404, citing violations of Idaho Code contained herein.
- Require Hutchinson to recuse himself from council votes until the ethics and criminal matters are resolved, ensuring impartiality.
- Address the incident in an open council meeting, fulfilling § 74-402's call for transparency and allowing residents to voice concerns.
- Explore options such as censure or supporting a recall process under Idaho Code, reflecting the severity of the breach.

The citizens of Ketchum deserve a council that upholds the law and prioritizes public trust over political allegiance. Your inaction not only fails Hutchinson's victims—the taxpayers who bear the cost of his actions—but also sets a precedent that undermines Blaine County municipal governance. We implore the council to act swiftly to restore integrity and demonstrate that no public official is above the law.

Sincerely,

Concerned citizens of Blaine County:

Sarah Lurie
Darcy Creech
Mary Murray
Jill Williams
Scott Marelli

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Sarah Lurie
JD Candidate '26
Vermont Law School

MLS Environmental Law

Sandra Day O'Connor College of Law | Arizona State University

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Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Monday, July 21, 2025 5:28 AM
To: Neil Bradshaw; Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; Participate
Subject: General Public Comment, Council Meeting July 21 2025

Ketchum City Council Meeting – July 21, 2025

General Public Comment

Re: Call for Resignation of Council Member

Dear Mayor and Councilors:

In light of the recent criminal charge of petty theft filed against Council Member Hutchinson, I respectfully request that he step down from his position on the City Council, effective immediately.

While the presumption of innocence is a cornerstone of our legal system, elected officials must also be held to the highest standard of ethical conduct, in order to preserve the public's trust in city governance. The City of Ketchum's Employee Handbook outlines a clear expectation of honesty, integrity, and conduct that upholds the dignity and responsibilities of public service. As an elected official, Mr. Hutchinson is not only bound by these principles, but he is also a visible representative of them.

Even if the legal matter is ultimately resolved in his favor, the mere existence of a criminal charge—particularly one involving theft—undermines the credibility and moral authority that the Council must maintain to govern effectively. Remaining in office under such circumstances diverts public attention and erodes confidence in the City's leadership.

Regardless of the legal outcome, the fact remains that this community values all of our youth, believes in learning from mistakes, and understands that no one is without fault. Few among us have not made missteps at some point in life. And we believe in redemption.

I trust that Mr. Hutchinson will come to see that this community includes everyone - and that even those he may perceive today as politically opposed or vastly different in perspective will be some of his strongest supporters going forward. That is the strength we must never lose in Ketchum or anywhere in our country: a shared belief in accountability, mutual respect, and unity beyond division.

This request is made without animosity or personal judgment. Rather, it reflects a commitment to ensuring that Ketchum models civic integrity and that the actions of its leaders remain beyond reproach.

I thank Mr. Hutchinson for his past service, and I thank him as well for understanding what the right step is now, for the sake of the City he has served and the community that will still be here to support him—perhaps even more than he expects.

Respectfully,

Jim Hungenmann

Ketchum

Dawn Hofheimer

From: Mark Maykranz <mmaykranz@hotmail.com>
Sent: Sunday, July 20, 2025 8:56 PM
To: Participate; Amanda Breen; Tripp Hutchinson; Courtney Hamilton; Spencer Cordovano; Kim Maykranz
Subject: Marriott

No on the Marriott. Should never have been approved! We don't need no education, we don't need no mind control, we don't need no Marriott.

Get real. Do the right thing and stop the endless friction. No other town in America writhes with so much council induced friction. Stop overthinking everything and trashing Ketchum.

How has Ketchum survived 145 years without you guys???

Wait on the comp plan until after the election!!!!

Sincerely,
Mark Maykranz
Sent from my iPhone

Dawn Hofheimer

From: Beth Chiodo <bajabethy@gmail.com>
Sent: Sunday, July 20, 2025 5:04 PM
To: Participate
Subject: feedback for comp plan

Dear Mayor and City Council,

I have attended recent city meetings and listened carefully to the public comments. What I consistently hear is clear: **residents do not want upzoning.**

I do not support upzoning, and no matter how many different versions of the FLUM presentation are shown, the message from the community remains the same — **we do not want it.**

I respectfully urge you to slow down the Comprehensive Plan process. More time is needed for the public to fully review, understand, and provide input. Based on the comments I've heard, there is no broad support for adopting the plan this month. It deserves more thoughtful consideration.

Lastly, I do not support the passage of the MOU at this time or renewal of the PEG project

Sincerely,

Beth Chiodo

Ketchum ID

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Sunday, July 20, 2025 12:35 PM
To: Neil Bradshaw; Courtney Hamilton; Amanda Breen; Spencer Cordovano; Tripp Hutchinson; Participate
Subject: Ketchum City Council Meeting July 21, 2025 - General Public Comment:
Attachments: KCC Fire District Class Action July 2025 .docx

Ketchum City Council Meeting July 21, 2025 - *General Public Comment:*

- **Formal Objection** to the proposed transfer of fire department assets to the newly formed Fire District;
- **Legal Demand** for an immediate pause in fire district consolidation until after the November 2025 election; and
- **Notice of Intent to file a Class Action Lawsuit**, if necessary, to halt or reverse the transaction.

Dear Mayor and members of the Ketchum City Council:

I write as a concerned resident and taxpayer of the City of Ketchum to formally object to the proposed transfer of valuable city-owned fire department assets to the newly created Ketchum Fire District as irrational and blatantly illegal.

Based on public reports and the preliminary terms outlined in the Memorandum of Understanding (“MOU”), this transaction involves the conveyance of municipal property valued in excess of \$10 million to a legally separate political subdivision without any fair market compensation or demonstrable offsetting benefit to the taxpayers who funded these assets. The current proposal to hand over this infrastructure under a \$1/year lease, with title to be transferred later at the end of the 20-year term of the taxpayer approved general obligation bond that funded it, raises grave legal, financial, and ethical concerns.

As you are well aware, the City of Ketchum issued General Obligation Bonds in 2021 to fund the construction and maintenance of essential fire protection infrastructure. The resulting fire station and associated equipment, financed through these bonds, constitute core collateral under the bond agreement backed by the full faith and credit of the City of Ketchum, including its taxing power.

This MOU, as currently drafted, fails to protect the interests of Ketchum residents and leaves the City vulnerable to severe legal, financial, and operational consequences. Such a transfer of essential assets raises serious constitutional and legal concerns under Article VIII, Section 4 of the Idaho Constitution, which prohibits any city from donating or granting public funds or property to another entity without lawful authority and fair consideration. And yet, the process has moved forward with minimal public input and no legal justification. It also implicates the City’s fiduciary obligations to its taxpayers, especially as the transaction results in the permanent loss of assets built or acquired using public funds.

Worse still, the Fire District’s first-year budget reportedly includes an 80% increase in costs to Ketchum taxpayers, with no clear increase in emergency coverage or services. Additionally, the City is required to fund significant “startup costs” of the fire district. The bottom line is that residents of Ketchum are being asked to pay far more, receive no additional services, and surrender ownership and control of vital public infrastructure.

It is telling that no other municipality in Blaine County has agreed to participate in this regional scheme, each preferring to retain local control over its own police and fire services.

There is little doubt that, had voters in 2021 been told that the fire station and equipment they were being asked to fund would soon be transferred to an unaffiliated entity—one with no binding obligation to the City but with a substantially higher price tag—the bond would have been overwhelmingly rejected. The same can be said for the 2024 vote on district consolidation.

Regardless of one's view on regionalization, one fact remains clear: a new mayor and council will be elected this November. In light of this pending transition—and widespread public opposition—the current Council should refrain from any irreversible commitments, particularly those involving the transfer of valuable public property.

I therefore respectfully and urgently demand that the City of Ketchum cease all further actions related to the lease, transfer, or encumbrance of fire department assets to the Fire District, including any commitments set forth in the MOU or the transfer of funds. In the interest of constitutional fidelity, fiduciary duty, and democratic legitimacy, this decision should be deferred to the incoming council.

Absent corrective action, I and other concerned residents will be prepared to pursue all available legal remedies, including litigation. Please find attached a draft Class Action Complaint outlining the basis for such a suit on behalf of Ketchum taxpayers. The “DOE” individual defendants therein would be any and all city and county officials who ignore this warning and continue to pursue this wildly irresponsible course of conduct. The “DOE” individual defendants therein would be any and all city and county officials who ignore this notice and demand and continue to pursue this wildly irresponsible transaction that, to the public, appears indistinguishable from a forced and unlawful giveaway of critically needed public property.

Sincerely,

Jim Hungelmann
Ketchum Resident and Taxpayer

IN THE DISTRICT COURT OF THE STATE OF IDAHO

Fifth Judicial District

[Named Plaintiffs 1-3], on behalf of themselves and others similarly situated,

Plaintiffs,

v.

CITY OF KETCHUM, a municipal corporation;

KETCHUM FIRE DISTRICT, an independent taxing district;

BLAINE COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Idaho; and

DOES 1–10,

Defendants.

CLASS ACTION COMPLAINT

For Fraud, Misrepresentation, Mistake, Breach of Fiduciary Duty, Unconstitutional Gift of Public Funds, Breach of Bond Covenants, Violation of Idaho Tax Increase Limits, Declaratory and Injunctive Relief (Including Rescission), and Damages

INTRODUCTION

This action challenges the unlawful transfer of taxpayer-funded public assets in violation of Idaho constitutional and statutory provisions.

Plaintiffs bring this class action on behalf of themselves and all taxpayers, residents, and bondholders of the City of Ketchum who have been adversely affected by the proposed transfer of the Ketchum fire station and all related assets to the Ketchum Fire District. This transfer, pursuant to a Memorandum of Understanding ("MOU"), was based on material misrepresentations, fundamental mistakes of public and legal obligations, and serious breaches of constitutional and fiduciary duties owed to City residents.

Plaintiffs seek rescission of the transfer, restitution of public assets, declaratory relief confirming the illegality of the transaction, and an injunction prohibiting further execution or implementation of the MOU. Plaintiffs also seek compensatory damages against individual Defendants who acted well beyond their lawful authority so as to cause measurable distress and financial harm to City residents.

FACTUAL ALLEGATIONS

1. On August 2, 2021, Ordinance No. 1206 was adopted by the Ketchum City Council. This ordinance authorized the City to propose to voters the issuance of up to \$10.45 million in general obligation bonds to finance the design, construction, and equipping of a new fire station to replace the outdated existing city-owned facility.
2. The ordinance was a prerequisite for placing the bond question on the November 2021 ballot, where it received the necessary two-thirds supermajority approval from Ketchum voters.
3. Voter approval obligated the City of Ketchum to levy property taxes sufficient to repay the bonds over a designated term (typically 20 years), unless refinanced or paid off early.
4. Following voter approval, the City of Ketchum issued general obligation bonds in the necessary aggregate amount. The new fire station became operational at the designated site in or around November 2022
5. The bonds were secured by the full faith and credit of the City and subject to legal and financial covenants, including the requirement that the fire station and its improvements remain protected City assets until the bonds were fully repaid.
6. On May 21, 2024, during the Idaho Primary Election, the Ketchum City Council voted 4–0 to create the Ketchum Fire District, a separate political subdivision intended to centralize fire protection services and potentially coordinate with other regional fire entities. The stated goals included service improvements and operational efficiencies.
7. At its June 2, 2025, meeting, the City Council presented a Memorandum of Understanding (MOU) under which it would lease the fire station to the new Ketchum Fire District for \$1 per year, with full legal title transferring to the district upon bond repayment. Additionally, under the plan, all fire department employees would be transferred to the new district, and the City would contribute over \$600,000 in startup costs.
8. No fair market value, equivalent compensation, or offsetting consideration was provided to the City or its taxpayers for the fire station or the transferred assets and liabilities.
9. All other municipalities in Blaine County maintain their own fire and police departments and have rejected participation in this regional fire district.

JURISDICTION and VENUE

10. Jurisdiction is proper in this Court pursuant to Article V, Section 20 of the Idaho Constitution and Idaho Code § 1-705 and § 5-404.
11. This Court has subject matter jurisdiction over this action because it arises under state law, including the Idaho Constitution and related statutory provisions. Plaintiffs seek legal and equitable relief for violations of constitutional mandates, bond covenants, municipal finance laws, and fiduciary obligations owed by local officials.

12. Venue is proper in the Fifth Judicial District of the State of Idaho, Blaine County, under Idaho Code § 5-404. All or a substantial portion of the events, transactions, and acts giving rise to this Complaint occurred within Blaine County, Idaho. Further, all plaintiffs and all defendants reside and operate within this jurisdiction.

PARTIES and STANDING

13. Plaintiffs are three individual residents and taxpayers of the City of Ketchum, Idaho, who will be named in the class complaint as class representatives.
14. Plaintiffs bring this action on behalf of themselves, and all others similarly situated, as taxpayers and residents within the City of Ketchum who are directly and adversely affected by the actions and omissions of Defendants, including the unauthorized transfer of public assets, unlawful tax increases, and the impairment of legal and constitutional rights under Idaho law.
15. Defendant CITY OF KETCHUM is a municipal corporation organized under the laws of the State of Idaho. It is responsible, *inter alia*, for the issuance and administration of general obligation bonds, the management of municipal fire services, and the protection of public property and taxpayer interests.
16. Defendant KETCHUM FIRE DISTRICT is an independent taxing district formed in or around January 2024. It is a separate political subdivision under Idaho law, reporting to the Blaine County Commissioners, Hailey ID, and is not directly accountable to the City of Ketchum or its electorate.
17. Defendant BLAINE COUNTY COMMISSIONERS acted as the organizing authority for the formation and activation of the Ketchum Fire District. It exercises financial and legal oversight responsibilities and acts as the organizing authority pursuant to Idaho Code Title 31, Chapter 14.
18. DOE Defendants 1–10 are individuals or entities whose identities are currently unknown but who participated in, facilitated, or benefitted from the challenged conduct, including the approval or implementation of the asset transfer, tax increases, or related budgetary decisions in violation of Idaho law.
19. Plaintiffs have standing to bring this action because they have suffered actual, concrete, and particularized injuries that are ongoing and directly caused by Defendants’ actions and omissions. These injuries are a foreseeable result of Defendants’ conduct and are redressable by the relief requested, including injunctive and declaratory relief, restitution, rescission, and damages. Specifically, Plaintiffs have suffered
- a) unlawful transfer of city-owned, taxpayer-funded assets without fair compensation or voter approval;
 - b) impairment of public property and bondholder rights due to unauthorized transfers and mismanagement;

- c) increased and unlawful taxation resulting from Defendants' violation of constitutional and statutory tax limits; and
- d) deprivation of statutory and constitutional protections intended to safeguard municipal taxpayers and ensure proper management of public funds and assets.

CLASS ALLEGATIONS

- 20. Plaintiffs bring this action pursuant to Idaho Rule of Civil Procedure 23 on behalf of themselves and all similarly situated taxpayers residing within the City of Ketchum who have contributed to, or been affected by, the funding, operation, or transfer of assets related to the City's fire station and associated fire protection services.
- 21. The proposed class consists of all individuals who, as of the date of filing or during the relevant period:
 - a) Resided in and paid taxes to the City of Ketchum;
 - b) Contributed to repayment of bonds financing the fire station;
 - c) Were subject to tax levies or fees related to fire services; or
 - d) Suffered financial or service-related harm from Defendants' conduct.
- 22. The class is so numerous that joinder of all members is impracticable. Based on available tax records and population data, the class likely consists of thousands of taxpayers and residents within the City of Ketchum who are affected by the challenged conduct.
- 23. Common questions of law and fact exist and predominate over questions affecting only individual members. These include, but are not limited to:
 - a) Whether Defendants misrepresented or failed to disclose the financial and legal consequences of the asset transfer;
 - b) Whether the Memorandum of Understanding (MOU) and proposed transfer violate provisions of the Idaho Constitution, including Article VIII, Section 3, or applicable state bond covenants;
 - c) Whether public funds or assets were unlawfully transferred, gifted, or disposed of without proper consideration or authority;
 - d) Whether Plaintiffs and class members suffered legally cognizable harm as a result of the challenged conduct.
- 24. Plaintiffs' claims are typical of those of the class because they arise from the same course of conduct and legal theories, and Plaintiffs have suffered similar harm due to the alleged mismanagement and unconstitutional actions.

25. Plaintiffs will fairly and adequately represent the interests of the class and have retained competent counsel with experience in complex class action and governmental accountability litigation.
26. A class action is superior to other available methods for the fair and efficient adjudication of this matter. Individual litigation would be impractical and duplicative, while the Defendants' conduct and legal violations apply uniformly to all class members.

CAUSES OF ACTION [narrative format]

Count I – Fraud / Misrepresentation

Liability arises when a defendant makes a false representation, knowing it to be false or with reckless disregard for its truth, with the intent that others rely on it, and resulting in harm.

During the formation of the Fire District, officials made public representations—on which voters reasonably relied in the 2024 Ketchum election—asserting that the change would reduce costs and improve service efficiency. In reality, however, projected budgets and tax burdens are expected to nearly double, directly contradicting those representations. Plaintiffs and other taxpayers would not have supported the measure, or would have actively opposed it, had the true financial consequences and asset forfeiture been disclosed. These material discrepancies constitute fraud in the inducement—or, at minimum, reckless misrepresentation—and provide grounds for rescission and injunctive relief.

Count II - Mutual or Unilateral Mistake

A material mistake of fact or law that goes to the essence of a contract or transaction justifies rescission, whether the mistake is unilateral or mutual.

The transfer of fire protection assets occurred under a fundamental misunderstanding of key legal and financial obligations, including misapprehensions regarding ownership rights, constitutional limitations, and bond covenant restrictions. Specifically, the mistaken belief that Ordinance 1206 and the governing bond covenants permitted the transfer of title or long-term leasing of bonded property constitutes a material error warranting rescission. This error renders the MOU voidable. Plaintiffs and Ketchum residents reasonably relied on these mistaken representations, both in approving the 2021 bond measure and in voting for fire district consolidation in 2024. Had the true legal and financial implications of the asset forfeiture been disclosed, public support would not have been obtained.

Count III – Non-Binding Nature of the MOU

Upon information and belief, the June 2025 Memorandum of Understanding (MOU) between the City of Ketchum and the newly formed Ketchum Fire District remains unsigned and is not a

valid or enforceable contract. If signed, it would fail an enforceable contract for lack of consideration, mutuality of obligation, and definiteness of terms.

The Fire District provides no meaningful or enforceable consideration in exchange for the City's proposed transfer of millions of dollars in bond-financed public infrastructure. Furthermore, the MOU contains minimal performance standards and lacks any exit or enforcement provisions to safeguard the interests of the City and its residents.

The assumption is that if the transfer of assets is consummated, the Fire District will continue fire protection services to Ketchum, but that is nowhere so expressed. Statements in the MOU such as "It is the intent of the Fire District to provide a high level of fire and emergency medical services..." carry no legal force. Courts routinely reject such precatory language as insufficient to create enforceable obligations.

In any event, even an implied promise that the Fire District will continue providing fire protection services would not be new consideration, but merely a continuation of existing obligations already being performed.

Unless substantially revised to include enforceable terms, reciprocal obligations, oversight mechanisms, and voter consent, the MOU is invalid, legally voidable, and exceptionally contrary to the public interest.

Count IV – Breach of Bond Covenants

Express covenants in the City's bond documents are designed to protect taxpayers and bondholders by strictly limiting how bond-financed assets may be used or transferred. Any proposed transfer of such assets must comply fully with these covenants to avoid serious legal and financial consequences.

These general obligation bonds are backed by the City's full faith and credit, including an unlimited property tax pledge to guarantee repayment. This pledge assumes continuous City ownership and control of the financed assets throughout the life of the bonds, reinforcing their public purpose and providing practical assurance to bondholders and taxpayers alike.

Upon information and belief, the City's proposed transfer of fire-related assets—acquired or constructed using bond proceeds—to a separate Fire District, without specific legal authority, fair market compensation, or bondholder consent, violates multiple express covenants contained in the bond instruments, including:

1. **Purpose Restriction:** Bond proceeds must be used solely for the purposes authorized in the bond ordinance—i.e., construction and equipping of a fire station. Diverting these assets to unauthorized uses or transferring them without appropriate authority breaches this covenant.
2. **Maintenance Obligation:** The City is required to maintain the financed facilities in good condition, ensuring their continued value as "collateral" for the bonds.

3. **Ownership and Control:** The City must retain legal title and operational control over the financed property for the duration of the bonds. Transferring ownership or control to an outside entity without bondholder approval may constitute a material breach.
4. **Prohibition on Gifts:** The City may not gift, donate, or convey these public assets without lawful authority and adequate consideration, consistent with Idaho constitutional requirements. [See Count V, below.]

Neither the bond ordinance nor related covenants authorize the City to lease the fire station for a nominal \$1/year or to transfer ownership upon bond maturity.

By pursuing a transfer of these assets outside the bounds of a valid and lawful agreement, the City has compromised the security of the bonds. This action creates a substantial risk of default, bond acceleration, or a downgrade in creditworthiness. Even absent a formal notice of default, the City's actions constitute an anticipatory breach of its duty to preserve the integrity of bond-financed assets and comply with contractual obligations to bondholders.

Count V – Unconstitutional Gift of Municipal Property

Although the Fire District is a public entity, it is a separate political subdivision under Idaho law, established pursuant to Title 31, Chapter 14 of the Idaho Code. It is not governed by the City of Ketchum and is not accountable to the Ketchum City Council or the local taxpayers who funded the original fire station project.

Article VIII, Section 4 of the Idaho Constitution expressly prohibits municipalities from making gifts of public funds or property. The City's transfer of its entire portfolio of fire protection assets to the Fire District for little or no consideration constitutes an unconstitutional gift and is therefore void from the outset. The City conveyed millions of dollars in taxpayer-funded assets without securing enforceable commitments for continued service or control. The Memorandum of Understanding (MOU) contains no opt-out provisions, no binding service guarantees, and no mechanism for asset recovery if problems arise, effectively rendering the transfer a de facto gift—resulting from either reckless disregard or breach of fiduciary duty by the City Council.

Defendants cannot rely on any claimed “public purpose” exception to circumvent the constitutional prohibition. Idaho courts only recognize such an exception when all of the following conditions are met:

- a) Clear legislative authority to convey the asset:
- b) Demonstrable enhancement of public services beyond the existing level; and
- c) Full compliance with constitutional and contractual limitations, including the gift clause and bond covenants .

Here, none of these conditions are satisfied. There is no statutory or ordinance-based authority permitting the transfer of bond-financed assets. The change does not improve fire or EMS services and, in fact, worsens the financial burden on residents. Moreover, the transaction violates both constitutional restrictions and express covenants in the bond agreements.

Although courts generally grant broad deference to intergovernmental transfers under the “public purpose” doctrine, this presumption is defeated when the transaction is procured through fraud, misrepresentation, or omission of material facts—as occurred here.

Further, constitutional limitations such as the gift clause serve as a non-negotiable floor on government action and cannot be superseded by general municipal powers. Even where a city may cite home-rule authority (Idaho Code § 50-601 et seq.) or the Municipal Powers Act (§ 50-302), such general statutes cannot validate a transfer of bond-financed property that lacks fair compensation and violates constitutional prohibitions. In the absence of specific statutory or charter authorization, the gift is impermissible.

This transfer involved no valid consideration, offered no protection for core public services, and ignored explicit voter-imposed restrictions. As such, it is illegal, *ultra vires*—beyond the City’s lawful authority—and void *ab initio*.

The fire station remained public property funded through a voter-approved bond. Transferring title to a legally distinct entity for little or no compensation, particularly where title vests free and clear after bond repayment, constitutes a misappropriation of public assets—effectively amounting to conversion. City officials had a fiduciary duty to preserve control over these assets or ensure adequate compensation. Their failure to do so represents an unlawful disposition of public property that must be reversed.

Count VI - Violation of Idaho Tax Increase Limitations and Improper Budgeting by the Fire District

The Idaho Constitution, Article VII, Section 2, and related statutes limit annual property tax levy increases by political subdivisions—including fire districts—to approximately 3% over the prior year’s levy, absent specific voter approval. The Ketchum Fire District’s projected tax levies and budgeted expenditures for upcoming years are anticipated to nearly double, significantly exceeding this 3% cap without lawful voter authorization or statutory exception.

Further, the District’s 2026 budget includes a discretionary reserve fund controlled by the Fire Chief. This fund allows for the accumulation and spending of taxpayer funds over multiple years without direct voter consent or meaningful public oversight. Such a structure functions as a shadow budget mechanism, enabling circumvention of the 3% annual increase limit and effectively imposing an unconstitutional tax burden on Ketchum residents.

These actions violate both the Idaho Constitution and statutory taxpayer protections designed to prevent unchecked tax increases and excessive governmental spending without democratic approval. The creation and use of such mechanisms also constitute a breach of fiduciary duty by City, County, and District officials tasked with safeguarding public funds and complying with constitutional constraints.

Count VII – Breach of Fiduciary Duty by *Ultra Vires* Conduct of City and County Officials

Transferring ownership or operational control of the fire station and related equipment to a separate entity—absent clear compensation, enforceable long-term contractual safeguards, or binding service obligations—creates significant legal and financial risks. The City bears a fiduciary duty to ensure that all bond proceeds and the resulting public assets are used strictly in accordance with their voter-approved purposes. A transfer executed without voter reauthorization or fair market compensation constitutes a breach of that duty and may be deemed an unlawful diversion of public resources.

Moreover, in the absence of a binding, long-term services agreement, the proposed transfer threatens the continuity, reliability, and quality of fire protection services. It leaves the City with no legal recourse if the new District modifies its service delivery model, reduces staffing levels, increases fees, or terminates service altogether—jeopardizing both public safety and municipal liability protections.

City officials and the Blaine County Board of Commissioners were bound by fiduciary obligations to act in the best interests of Ketchum’s residents and taxpayers. Their approval of the MOU and asset transfer—without securing fair value, based on incomplete or misleading representations, and contrary to express legal and financial constraints including bond covenants—constitutes a breach of those duties. Certain Defendants also acted *ultra vires*, exceeding their lawful authority by facilitating the transfer without requisite compensation or statutory authority. Such *ultra vires* acts are not protected by official immunity because Idaho law does not shield government officials from liability when they act beyond the scope of their lawful powers. Consequently, Defendants may be held personally liable for breaches of fiduciary duty and unlawful conduct.

Count VIII – Declaratory and Injunctive Relief

A justiciable controversy exists regarding the legality of the MOU and any resulting asset transfers. Plaintiffs seek a judicial declaration that the transaction is unlawful, unconstitutional, and void. Plaintiffs further seek injunctive relief to prevent any continued implementation of the transfer, in order to avert irreparable harm to the public and preserve the status quo pending final resolution.

Count IX – Rescission and Restitution

Due to fraud, mistake, breach of fiduciary duty, and violations of constitutional and statutory law, Plaintiffs seek rescission of any asset transfers already completed under the MOU, and restitution of all public property and resources wrongfully conveyed. Equity and public interest demand that the harm be undone and public trust restored through full return of unlawfully transferred assets.

Count X – Damages

As a direct result of the unlawful conduct described herein, Plaintiffs and the class have suffered concrete and measurable harm, including excessive taxation, diminished access to public assets, and instability of public financing structures such as bond covenants. Plaintiffs seek compensatory damages against any individual or institutional defendants found to have acted outside the scope of lawful authority or in violation of constitutional, statutory, or fiduciary duties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

- A. Certify this matter as a class action pursuant to Idaho Rule of Civil Procedure 23, appoint Plaintiffs as class representatives, and appoint their counsel as class counsel;
- B. Declare the Memorandum of Understanding (MOU) and any resulting asset transfer unlawful and void;
- C. Declare that the transaction constitutes an unconstitutional gift of public funds;
- D. Declare that the Fire District's use of discretionary reserve funds and associated tax levies violates Idaho constitutional and statutory limits on annual tax increases;
- E. Enjoin any further execution or implementation of the asset transfer;
- F. Enjoin the Fire District and the Blaine County Board of Commissioners from levying or expending taxes beyond constitutional limits without voter approval;
- G. Order rescission of any transfers already made and the restitution of all public assets;
- H. Order restitution or refund of any taxes collected or expended in violation of Idaho's constitutional and statutory tax limits;
- I. Award compensatory damages as appropriate; and
- J. Grant such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Respectfully submitted,

[Counsel for Plaintiffs]

VERIFICATION [for each named plaintiff]

I, **[Plaintiff's Full Name]**, declare as follows:

1. I am a named Plaintiff in the foregoing Class Action Complaint.
2. I have read and understand the Complaint.
3. I understand the allegations made therein and believe them to be true based on my personal knowledge and the information available to me.
4. I verify under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

Executed on this ____ day of _____, 2025, in _____, Idaho.

Signature of Plaintiff

[Printed Name of Plaintiff]

Dawn Hofheimer

From: robert g vallee jr <robertgvalleejr@gmail.com>
Sent: Monday, July 21, 2025 9:55 AM
To: Participate; Neil Bradshaw; Tripp Hutchinson; Spencer Cordovano; Courtney Hamilton; Amanda Breen
Subject: Public statement ahead of July 21 council mtg. Please post on website...

Public statement:

Good afternoon. Robert Vallee at 2nd and 2nd in Ketchum and full time resident since Jan 2021. I have paid close attention to some of our cities initiatives. KURA, the Comprehensive Plan, Fire District consolidation etc etc. I respectfully ask this council to delay any and all decisions related to these plans for three reasons. 1) No matter the 'surveys,' I have spoken to and heard enough from fellow citizens to know that densification is not wanted. 2) I'd like to commend the city for many of its wonderful achievements in the last couple years; main street, World Cup, another Allen and Co. I think most, but fear not all, realize how special this valley is. It's not Vail, Aspen, Telluride or Deer Valley...thankfully. But what it is now... is what makes it wonderful...and I think we should use caution in making code modifications that have the potential to radically change that. And 3), unless Tripp Hutchinson offers the community an apology, and resigns for his recent admitted politically biased criminal actions at Friedman Airport...I think this entire administration reeks of an agenda that to many is unpalatable.

Let the public determine in the next election whether we continue down the path of the city councils agenda, or shift to that of the citizens.

Respectfully,

Robert G Vallee Jr.

Dawn Hofheimer

From: Jack Kueneman <jkueneman@gmail.com>
Sent: Saturday, July 19, 2025 1:03 PM
To: Participate
Subject: Trail Creek Bridge

Ketchum City Council -

I would strongly recommend that the Trail Creek Bridge have four vehicle lanes and no bike lanes. I assume there will be a pedestrian sidewalk. I am a long time road biker in the Valley and the existing bike path provides good access, both north and south. I have never heard any bikers say they wish they could ride the highway north and south in and out of downtown Ketchum.

Thank you, Jack Kueneman
Ketchum Resident

Dawn Hofheimer

From: Alex Babalis <alexandrababalis@gmail.com>
Sent: Saturday, July 19, 2025 12:37 PM
To: Participate
Subject: Starbucks Lease

Dear City Council,

Please consider your vote to keep Starbucks as the anchor tenant for Town Square and vote **YES for the Fair Market Value Lease.**

The Concessionaires' Lease is tone-deaf, ill-informed, and worse, it sends the message to all restaurants in Ketchum and the Wood River Valley that the economic uncertainty felt worldwide is being ignored, and that the very real struggle of retail businesses here is being overlooked.

I'm hoping you'll be more attuned and proactive going forward.

Thank you for your time.

Alexandra Babalis
Blaine County

Alex Babalis

208.964.1258 | Ketchum, Idaho |

Dawn Hofheimer

From: Jane Rizzo <jrizzo121@gmail.com>
Sent: Saturday, July 19, 2025 9:08 AM
To: Participate
Cc: Jim Laski
Subject: Re: Public Comment/7/21 City Council/Starbucks
Attachments: PubliccommentKetchumBusinessComm721Starbucks71625 REDACT.pdf;
Publiccomment721Starbucks71625REDACTED .pdf

On Sat, Jul 19, 2025 at 9:07 AM Jane Rizzo <jrizzo121@gmail.com> wrote:

Hi! Just submitting these once more because I went through the public comment documents and the first 2 partitions dated 7/12 and 7/13 I could find, but these are not in the published public comment. Thanks in advance for including them.

Jane

On Wed, Jul 16, 2025 at 10:10 PM Jane Rizzo <jrizzo121@gmail.com> wrote:

Please find attached public comment to be included in the 7/21 City Council meeting.

1. Public Comment at large re Starbucks Lease
2. Public Comment Ketchum Business Community re Starbucks Lease

Thank you!

Jane Rizzo

7.16.25

Ketchum Business
Community p.1

To: Ketchum City Council

Re: Starbucks Lease

I am reaching out in support of our locally-owned Starbucks remaining as the anchor tenant in Town Square, and to be offered a fair market value lease, not 2X their rent as I understand is being proposed by the City.

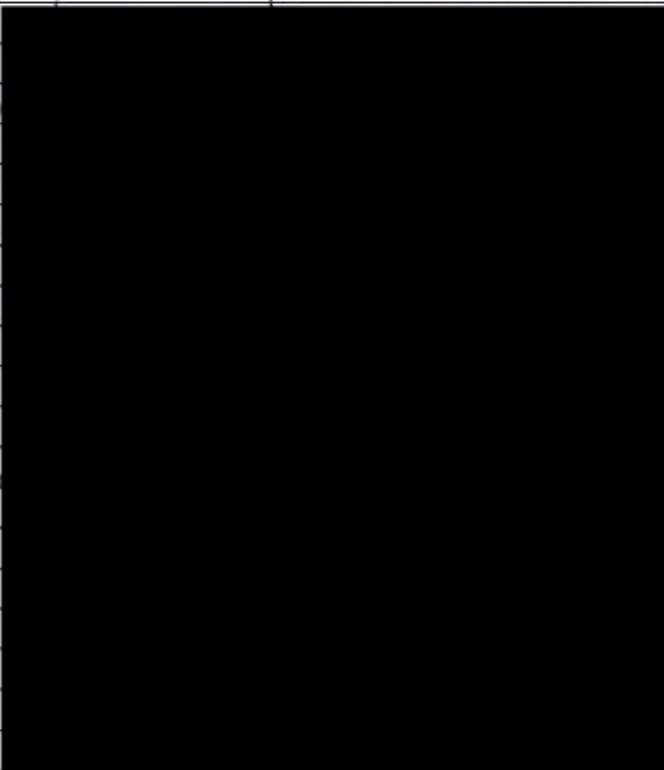
Starbucks has been an ideal tenant, drawing traffic to Town Square, per the initial RFP, and has paid 14 years of rent, almost \$900,000 to the City, on time. Starbucks gives the public maximum access to the building, keeping longer hours than any other restaurant or coffee shop in our Valley.

Please vote yes to the Starbucks lease proposal and allow Starbucks to remain in Town Square.

Vote yes on the Starbucks Lease proposal and no on a Concessionaires Lease.

Thank you.

Ketchum Business

| Name | Ketchum Resident Y/N | Email |
|--------------------|----------------------|--------------------------------------------------------------------------------------|
| MIKE Ptas | Y |  |
| M. Anderson | Y | |
| Valerie Peterson | N (Kaling) | |
| Julie Donnelly | Y | |
| CC Potter | Y | |
| Heather Ma | Y | |
| Rain Zweifel | N | |
| Johnny Seiber | N | |
| Peter Schmitz | Y | |
| Peder Schmitz | Y | |
| Jaime Schmitz | Y | |
| David Kelso | Y | |
| Sirgin Thomas | Y | |
| Franky Hinojosa | X | |
| Cindy Hinojosa | Y | |
| Carter Rowand | Y | |
| George Vanderkloot | Y | |
| OLIV GLENN | | |
| Bruce Billings | | |

1.00M

| Name | Ketchum Resident Y/N | Email |
|------------------------------|----------------------------|-------|
| Cory Fink | N | |
| George Dempsey | N | |
| Brenda Dempsey | N | |
| Bob C | N | |
| Jim Smith | Y | |
| Nicole Bird | Y | |
| Chance Worthington | Y | |
| Trenton Carlson | N | |
| Crystal McKenzie | N | |
| Natalie Ertz | N | |
| Michael David | N | |
| CONOR P. QUINN | Y | |
| John Broschowsky | N | |
| JB SMITH | Y | |
| Catherine Cormon | Y | |
| Blanche Holzman | Y | |
| Edia Seirica | N | |
| Anna Kremenichuk | Y | |
| Delora Flower | Y | |
| Barbara B Bentley | Y | |
| Roxley Kemp | Y | |
| Laurel B. Banting | Y | |
| Chris Smith | Y | |
| Wayne | | |
| JOE HEAGLE | N | |
| Steve | N | |
| Ona | N | |
| GLIN VARCO | Y | |
| Lea Webber | Y | |
| Sam Gray | N | |
| Don Gray | N | |
| Paul Z. Hunt | N | |
| Pete Hambrick | N | |
| Mike Hambrick | N | |
| Armando Romero | Y | |
| Karla Jimenez | N | |

7.15.25 p.1

To: Ketchum City Council

Re: Starbucks Lease

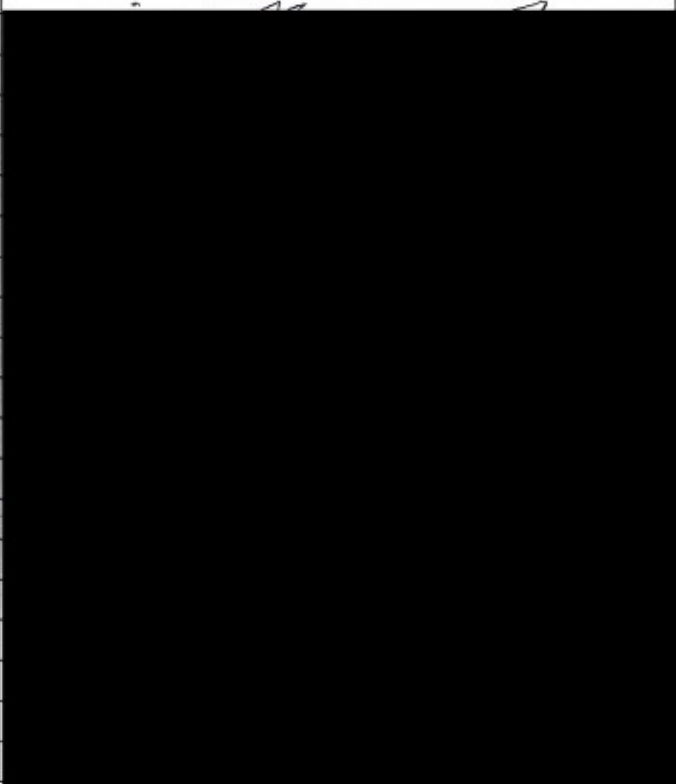
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Starbucks has been an ideal tenant, drawing traffic to Town Square, per the initial RFP, and has paid 14 years of rent, almost \$900,000 to the City, on time. Starbucks gives the public maximum access to the building, keeping longer hours than any other restaurant or coffee shop in our Valley.

Please vote yes to the Starbucks lease proposal and allow Starbucks to remain in Town Square.

Vote yes on the Starbucks Lease proposal and no on a Concessionaires Lease.

Thank you.

| Name | Ketchum Resident Y/N | Email |
|------------------|----------------------|--------------------------------------------------------------------------------------|
| JEFFREY CURRIE | Y |  |
| Sonja Uri | Y | |
| Hannah Lawber | Y | |
| JASON ROTH | N | |
| JOHN MINERVIN | N | |
| MICHAEL MINERVIN | N | |
| Jim Jaquet | N | |
| PAUL HERNAN | N | |
| Michael Vol | Y | |
| John | N | |
| RECHARD WAYCOTT | Y | |
| Dana Whitman | Y | |
| Luca Arcenebraut | Y | |
| Marty Allen | Y | |
| Andrea Hernandez | N | |
| Carlos Romero | N | |
| Becky Smith | N | |
| Reid C Black | Y | |
| J.R. Hamacher | Y | |

7.15.25 p.2

| Name | Ketchum Resident Y/N | Email |
|------------------|----------------------|-------|
| Amy McCabe | N | |
| Leah Torgler | Y | |
| Anaë Hansen | Y | |
| Sister Neamon | Y | |
| Wm R. Cook | Y | |
| Becky Klaser | Y | |
| Sabrina Ricketts | N | |
| Erin Denk | Y | |
| Allison Sarchett | Y | |
| Robin Sarchett | Y | |
| Will Baker | N | |
| JEFF CASTELAZ | YES | |
| SARA GORBY | YES | |
| Janet Salvani | N | |
| JOE SOUTH | N | |
| GARY BLASH | Y | |
| Nicole Bickwalla | Y | |
| Joe Gray | N | |
| Lara Gwath | N | |
| John Frey | N | |
| Amy Gwath | N | |
| Sylvia Miller | N | |
| Max Lemman | Y | |
| Alicia Pacala | Y | |
| Janice Swanson | X | |
| Anne Christie | Y | |
| Frank Harris | X | |
| Joan Curtis | N | |
| Jeff Tibbals | M | |
| RAN DUFUR | Y | |
| Heaya Schott | Y | |
| Dina Madsen | Y | |
| ELLEN LIBERTINE | N | |
| Marco Alvarez | N | |
| Deide Rodriguez | X | |
| Susan Alts | Y | |
| Julisa Vega | N | |
| Marcela Garman | N | |
| Laren Ramirez | Y | |

1.15.25 p.3

[illegible]

7.15.25 p.4

I am reaching out in support of our locally-owned Starbucks remaining as the anchor tenant in Town Square, and to be offered a fair market value lease, not 2X their rent as I understand is being proposed by the City.

Please vote yes to the Starbucks lease proposal and allow Starbucks to remain in Town Square.

Thank you.

[illegible]

Dawn Hofheimer

From: Gary Peterson <cobalt302@gmail.com>
Sent: Saturday, July 19, 2025 8:11 AM
To: Participate
Subject: Reducing new bridge into Ketchum from 4 lanes to 2 lanes to allow bike access

Bikes have access to Ketchum on a bike lane already. Reducing the bridge lanes will result in the same horrific traffic back-ups that we already have with the current road construction. Further, I have NEVER seen any bikes on the current bridge. I adamantly disagree with reducing the new 4 bridge lanes to 2 due to the current available bike lane into and out of the city. Gary Peterson, (Ketchum address)

Dawn Hofheimer

From: Perry Boyle <Boylehp@yahoo.com>
Sent: Saturday, July 19, 2025 1:42 AM
To: Participate
Cc: Andrew Mentzer; CACWRV@gmail.com
Subject: Public comment Item 8 of 7/21 Council Agenda

The city plans to buy another vehicle for BCSO.

The Council has twice passed resolutions that that all new City vehicles will be EVs. Why is the City going back on its commitment? Were the prior stances mere virtue signaling?

Thank you,

Perry Boyle
Ketchum

Dawn Hofheimer

From: Amy Johnson <amycljohnson@gmail.com>
Sent: Friday, July 18, 2025 6:40 PM
To: Participate
Subject: Re: Can't Walk & Talks and Youth Programming

Go for four lanes, please!!
Bikers can bike around on 2nd, take the bike path, or on a different avenue!!

Thank you,
Amy

Amy Johnson
650-207-6265

On Fri, Jul 18, 2025, 5:43 PM Amy Johnson <amycljohnson@gmail.com> wrote:

These are a great idea, Walk and Talks, with to talk about the comp plan. I don't hear with my grown up kids. Just a bit worn out and enjoying summer! Otherwise, I would BE THERE.

With John Kearney's direction, make sure to budget for a youth programming like youth tennis after-school programs, that I am running with Wood River Tennis!

The Warm Springs Preserve (aka dog park) project is speeding ahead. I've seen them working on weekends. SO good to see the extra effort and speedy progress! Now apply it to the road construction on highway 2075 because that's impacting tourism revenue. Oh my. Traffic is keeping people away.... or in Ketchum except for driving south to do the airport pickups. What a nightmare. It'll be great when it's done one year from now. Painful.

Thank you,
Amy

Dawn Hofheimer

From: Bruce Smith <bsmith@alpineenterprisesinc.com>
Sent: Friday, July 18, 2025 4:52 PM
To: Participate
Subject: E-Bike news

Dear Ketchum,

I saw the latest Word on the Street discussing Multi Use Paths and E-Bikes. Good start, please distribute the flyer to all bike shops, especially rental shops.

I support 20 mph on the Paths for consistency. I live on Warm Springs Rd. and watch all types of things go by and only a few are going 10 mph or less.

I almost always ride my Class 3 E-Bike on the Road, rather than the Path for safety. Too many Maids pushing strollers with a dog, 2 abreast cyclists and short sight distances to cars at intersections.

Please consider changing the Warm Springs Rd. car Speed Limit to 25 MPH and than maybe cars will only go 30 instead of a lot of the 37 mph that I observe.

Please consider outreach to car drivers so they understand that bicycles have as much right to the road as cars. Thanks!

Bruce Smith
Warm Spgs Rd.
Ketchum, ID 83340