December 15, 2025

Hello Mayor and Council,

I was surprised to read in the recent planning and building department newsletter, Good Foundations, that the staff has been working hard in preparation for the replacement of three planning and zoning commissioners.

Why three? Clearly two must be replaces due to the election of Matthew McGraw to the city council and Neil Morrow terming out, but why Susan Passovoy?

Susan has been an excellent commissioner, with common sense, who knows and been diligent in protecting Ketchum's sense of place.

More importantly, Susan has been on board during the entire writing of the 2025 comprehensive plan and new consolidated code. She knows the concerns of the community that are to be considered and incorporated in the new code/ordinance writing. This is a huge multi-year project that needs the consistency and experience Susan has. This is not a good time to replace any current commissioner unless necessary (two is enough!) and it is my understanding that she is willing to serve.

I strongly suggest that you reconsider and reinstate Susan Passovoy to a 2nd term. In keeping Susan in office, there will remain a quorum giving mayor-elect Pete time to appoint the two new commissioners needed and incoming council to confirm them, as governed by State Code 67-6504 and Ketchum Code 4.12.

Anne Corrock

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Sunday, December 14, 2025 9:37 PM
To: Amanda Breen; Courtney Hamilton; Neil Bradshaw; Spencer Cordovano; Tripp Hutchinson; Participate
Subject: General Public comment - THE HEGHTS OF INCIVILITY

Follow Up Flag: Follow up
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General Public comment - *THE HEIGHTS OF INCIVILITY*

INCIVILITY HEIGHTS IN KETCHUM, IDAHO:

A PUBLIC RECKONING

This Public Comment responds to recent comments by departing Councilmember Amanda Breen alleging "incivility" on the part of the public.

When the last several years are examined honestly, the conclusion is unavoidable: the true incivility in Ketchum has not come from the public, but rather, from city council conduct itself.

At the outset, the term *civility* must be defined correctly. Civility is not obedience or silence. In the American tradition, civility is the responsible exercise of citizenship — the duty to question and challenge authority. That duty becomes more compelling, not less, as the severity of government wrongdoing and resulting harm to the public increases. When violations are grave — involving constitutional rights, bodily autonomy, due process, or ethical duties — forceful public dissent is not uncivil; it is required.

What follows are examples of governmental incivility that fully warranted — and has received — harsh public criticism.

1

The greatest incivility in recent Ketchum history was the imposition of masking and related COVID orders based on sketchy, external, non-Idaho "evidence" drawn from the now-disgraced Fauci apparatus, the CDC with its documented record of reversals and retractions, and nongovernmental organizations such as Harvard Global Health and Bloomberg Public Health, none of which had presence, competence, or situational awareness in Idaho. There was no mechanism whatsoever to assess actual conditions in Blaine County. Under these EDICTS OF THE QUEEN, as they operated in practice because the Council approval of the COVID Orders was secured only with the approval of Councilmembers Breen and Hamilton, together with departed councilmember M David — draconian measures inflicting immense physical, mental and spiritual harm especially punishing to youth, the elderly, the infirm, the working class least able to understand and defend — were imposed without a shred of constitutionally guaranteed due process, from Constitutional Law 101 in every American law school including the accredited institution that Council member Breen is reported to have attended.

2

Another profound incivility has been the continuation of the Ketchum Urban Renewal Agency. From its inception, the URA has functioned as an unconstitutional bypass of the voters' exclusive authority. There never existed any conditions of blight or deterioration anywhere in Ketchum that would justify the establishment of an

URA that effectively deprives the public of its exclusive constitutional right to approve long-term capital obligations. This was not planning; it was disenfranchisement.

3

Councilmember Breen's public interference with and harassment of Postmaster John McDonald remains one of the most disturbing episodes of this period. Mr. McDonald was a respected and conscientious public servant working on federal property and subject to federal law governing employee conduct. He was subjected to local intimidation solely because he would not comply with Councilmember Breen's insistence that he wear a mask, despite the property being under exclusive federal jurisdiction. This was not civic leadership; it was officious intermeddling and improper interference. Every Ketchum resident knows that the post office and staffing have never recovered.

4

Councilmember Breen went further still by insisting that police enforce masking orders against ordinary citizens despite knowing that the orders lacked due process and were therefore void *ab initio* and legally unenforceable. She also knew, or should have known, that such demands risked violent escalation between members of the public. Law enforcement acted professionally, maintaining the peace while honoring their fundamental constitutional obligations. That restraint does not excuse or lessen the reckless impropriety of the councilmember's demand.

5

During the COVID period — when public scrutiny was most necessary — the City Council shut down general public comment, blocked in-person attendance, and consistently refused substantive answers to legitimate public concerns regarding environmental contamination and threats to health and safety. These concerns included Idaho Department of Water Resources and Idaho Power's long-running cloud-seeding program, particularly in light of laboratory testing of local water samples showing exceptionally high and unexplained chemical contaminants appearing in rain and snow, as well as unusually altered ice and snow composition.

When residents organized a public wireless-safety symposium — with speakers arranged and strong community interest in understanding health risks and mitigation — the city provided no support and no acknowledgment. Instead, during this same period, COVID orders confined residents indoors while telecommunications installation and expansion were deemed "essential" and allowed to continue uninterrupted, without public discussion of potential health or safety impacts.

6

Finally, the transfer of a roughly ten-million-dollar fire station to a newly created fire district represents a textbook case of governmental incivility. If allowed to be completed, this transaction would result in the loss of city assets without any enforceable reciprocal consideration. Further, it is being accomplished by same law firm representing both the City and the Fire District, creating a serious dual-representation ethical conflict that contaminates the entire process.

To conclude, the incivility has come from government actions that have harmed, silenced, intimidated, dispossessed, or endangered the public.

In the face of grave irregularities on the part of the government inflicting harm on the community, civility does not remain silent. In a free society, truthful and forceful dissenting speech in response to government wrongdoing is Civility's highest expression.

Respectfully,

Jim Hungelmann

Dawn Hofheimer

From: James Hungelmann <jim.hungelmann@gmail.com>
Sent: Sunday, December 14, 2025 7:45 PM
To: Amanda Breen; Courtney Hamilton; Spencer Cordovano; Tripp Hutchinson; Neil Bradshaw; Participate
Cc: Matthew A. Johnson; Angenie McCleary; lmollineaux@co.blaine.id.us; Peter Prekeges; mdavis@co.blaine.id.us; KFD Admin; Perry Boyle
Subject: PUBLIC COMMENT/ KCC Meeting Dec 15 2025 (agenda item 11 #11)

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PUBLIC COMMENT – KETCHUM CITY COUNCIL MEETING
December 15, 2025

Re: Objection to 99-Year Lease of Fire Department Assets (Agenda Item #11)

Dear Mayor and Council Members,

I object to the proposed approval of a ninety-nine-year lease of City fire department assets to the Ketchum Fire District, for reasons identical to those previously placed on the public record in my objections to the disposition of mobile fire assets improperly categorized as "surplus" pursuant to Resolution 25-025, as well as to the master Memorandum of Understanding previously approved by this Council.

A ninety-nine-year lease functions, in substance, as a long-term alienation of public property. Yet the proposed transaction—and the master MOU—contains no articulated consideration, pricing, valuation, or enforceable obligations flowing to the City or its taxpayers. Proceeding as proposed raises serious concerns under Idaho law, constitutional limits on municipal authority, and the fiduciary duties governing the stewardship of public assets.

I further reiterate my objection, previously made on the public record, to the dual representation of both the City and the Ketchum Fire District by the same law firm. As a matter of law, this conflict is non-waivable and non-consentable. The City Council acts as a fiduciary steward of public property and lacks authority to consent to conflicted representation in a transaction of this nature. Any purported consent or waiver by the Council is legally insufficient to cure this defect.

As noted on the record prior to the Council's vote on Resolution 25-025, and notwithstanding those warnings, formal ethics complaints were filed last week with the Idaho State Bar concerning this dual representation. While no findings have yet been made, the existence of these complaints further underscores the impropriety of proceeding without independent counsel and materially contaminates the proposed transaction.

I specifically object to the conflict-of-interest disclosure and waiver language contained in the proposed lease, which purports to authorize continued dual representation by White, Peterson, Gigray & Nichols, P.A. in connection with the ninety-nine-year lease of City fire department assets to the Fire District.

That clause, Section 12.14, expressly acknowledges that attorneys from the same firm represent both the City and the Fire District in connection with this transaction and concedes that such concurrent representation constitutes a conflict under Rule 1.7 of the Idaho Rules of Professional Conduct. That acknowledgment does not

cure the conflict. It merely confirms actual notice of a structural conflict and memorializes a decision to proceed despite it. Disclosure alone is not a remedy where the conflict is non-waivable.

In this context, the conflict is non-waivable as a matter of law. Rule 1.7 permits waiver only where a lawyer can reasonably believe that competent and diligent representation can be provided to each client and where the representation is not prohibited by law. Those conditions are not satisfied here. The City and the Fire District have structurally adverse interests in a transaction involving the long-term alienation of municipal property, the transfer of operational control, the allocation of risk and obligation, and the binding of future councils and taxpayers through a ninety-nine-year lease that functions in substance as a conveyance. No lawyer can reasonably conclude that full and undivided loyalty to both sides is possible under these circumstances.

Moreover, the City Council lacks legal authority to consent to this conflict on behalf of the public. The City is not a private client free to waive conflicts as a matter of convenience or preference. The Council's authority is constrained by constitutional, statutory, and fiduciary obligations owed to present and future taxpayers. Consent by City officials cannot substitute for the independent judgment and undivided loyalty required when public property is being disposed of or effectively alienated. The purported waiver clause is therefore legally insufficient and ultra vires, and cannot legitimize continued reliance on conflicted counsel or a transaction tainted by such defects.

The clause's assertion that each party had the opportunity to seek independent legal counsel likewise does not cure the problem. In a public-asset transaction of this magnitude and duration, independent counsel is not optional. The mere availability of outside advice does not excuse conflicted representation where independent counsel is required as a matter of fiduciary duty. Responsibility for avoiding conflicted representation rests with the lawyers and the public entity itself, not with a theoretical opportunity to consult others.

The clause further compounds the defect by suggesting that dual representation may continue unless or until a conflict arises that is not waivable. The conflict already exists, is structural, and is apparent on the face of the transaction. Language that reserves to the conflicted firm the determination of whether its own conflict is waivable is ethically improper and inconsistent with the heightened procedural integrity required in public governance.

Rather than insulating the City, this clause aggravates legal exposure. It establishes knowledge of the conflict, confirms continued reliance on conflicted counsel after notice, undermines any claim of good-faith reliance on legal advice, and strengthens arguments that the transaction is procedurally tainted and subject to challenge as ultra vires, void, or voidable. In short, the clause does not cure the defect; it memorializes it.

For these reasons, I formally object to the inclusion or reliance upon the proposed disclosure and waiver language, to the continued dual representation of the City and the Fire District by the same law firm in this matter, and to any approval or implementation of the lease and the underlying transaction predicated on such representation. **I respectfully request that the City suspend further action, cease reliance on conflicted counsel, and retain independent, unconflicted legal counsel to advise the City solely in the interests of its taxpayers before proceeding further.**

This objection is submitted to preserve the public record and all rights and remedies available under Idaho law. Nothing herein is intended as a personal accusation. It is offered solely to protect the public interest and the lawful stewardship of municipal assets.

Finally, I object to the continued retention of White, Peterson, Gigray & Nichols, P.A., or any of its attorneys, as general counsel to the City unless these and related irregularities are promptly and transparently resolved.

Respectfully,

Jim Hungelmann
Ketchum resident-taxpayer