

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

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City of Long Lake,

Plaintiff,

vs.

City of Orono,

Defendant.

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Court File No.: 27-CV-23-9758

**ORDER ON PLAINTIFF'S  
MOTION FOR TEMPORARY  
INJUNCTIVE RELIEF**

The above-entitled matter came on for a hearing, held remotely via Zoom, before the Honorable Laurie J. Miller on June 30, 2023, on Plaintiff's motion for temporary injunctive relief.

Attorneys Christopher Yetka and Sarah Greening appeared on behalf of Plaintiff City of Long Lake ("Long Lake").

Attorneys Paul Reuvers and Ashley Ramstad appeared on behalf of Defendant City of Orono ("Orono").

After considering the Complaint, the memoranda of law, the evidence submitted by both parties, and the arguments of counsel, the Court enters the following:

**ORDER**

1. Plaintiff City of Long Lake's motion for temporary injunctive relief is

**GRANTED.**

2. Defendant City of Orono is hereby temporarily enjoined, during the pendency of this litigation, from directly or indirectly committing any violation of the Contract for

Fire Protection and the Contract for Joint Ownership to which the City of Long Lake and the City of Orono are parties, and from interfering with the Fire Service Contract to which the City of Long Lake and the Village of Minnetonka Beach are parties.

3. The City of Orono is temporarily enjoined from recruiting Long Lake firefighters to begin working for the Orono Fire Department, seeking a transfer of Long Lake firefighters' pension funds, or otherwise interfering with the work of the Long Lake firefighters before the end of this litigation.

4. The City of Orono is temporarily enjoined from using, or hindering the City of Long Lake's use of, Fire Station 1 and Fire Station 2 before the end of this litigation, except to the extent the City of Long Lake agrees to such use.

5. In its discretion, the Court has determined that the City of Long Lake shall not be required to post a bond under Minn. R. Civ. P. 65.03.

6. The parties shall work with their chosen mediator, retired Chief Justice Kathleen Blatz, to agree upon a transition plan to continue to honor their contractual obligations from now through December 31, 2025, while preparing for the future provision of fire protection and emergency services to their citizens after the contracts between them with respect to fire protection services and Fire Stations 1 and 2 are scheduled to expire. The parties shall report to the Court within 60 days of the date of this order on their progress toward such an agreement.

7. The attached Memorandum is incorporated herein.

Dated: July 14, 2023

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Laurie J. Miller  
Judge of District Court

## MEMORANDUM

### I. Factual and Procedural Background

#### A. Factual Background

These facts are taken as true for the purposes of this order only and do not constitute findings of fact. They are drawn from the pleadings, declarations, and exhibits filed by both sides in connection with the pending motion for temporary injunctive relief.

Long Lake and Orono are Minnesota municipal corporations, located adjacent to one another in the western suburbs of Minneapolis. The Long Lake Fire Department (“LLFD”) has existed since 1915. (Declaration of Mayor Charlie Miner filed on June 23, 2023 (“Miner Decl.”), ¶ 3.) The LLFD historically has provided service to surrounding communities, including Orono. (*Id.* at ¶¶ 3-4.) Its current fire service area includes Long Lake, Orono, Minnetonka Beach, and Medina. (Complaint, ¶¶ 9, 12, 13.) Currently, Long Lake, Orono, and Medina are parties to a Contract for Fire Protection dated October 15, 2002 (“the FP Contract”). (Complaint, Exhibit 1.) The original term of the FP Contract expired on December 31, 2020, and it was renewed automatically for another five years, according to its terms. (*Id.*) Its current expiration date is December 31, 2025. (Complaint, ¶ 27; *see also* Miner Decl., ¶ 11.) Long Lake has a separate Fire Service Contract with Minnetonka Beach dated June 6, 2018. (Complaint, ¶ 13.) The terms of that contract are not at issue in this litigation.

The LLFD operates out of two fire stations, Fire Station 1 and Fire Station 2. (Miner Decl., ¶ 12.) The LLFD staffs Fire Stations 1 and 2 with approximately 42 firefighters. (*Id.* at ¶ 14.) Long Lake and Orono are each 50% owners of Fire Station 1, located at 340 Willow Drive N. in Orono, just outside the Long Lake city limits. (*Id.* at ¶¶ 8-9.) The terms

of their joint ownership are set forth in a Contract for Joint Ownership dated August 2001 (“the JO Contract”). (Complaint, Exhibit 3.) This contract came about when the land upon which the original Long Lake Fire Station was located within Long Lake’s boundaries was condemned by the Minnesota Department of Transportation to construct a new highway. (Miner Decl., ¶¶ 5-6.) Long Lake owned the land and building of this original fire station, but the condemnation required relocation of the fire station to a replacement site identified in Orono. (Complaint, ¶¶ 36-37.) Long Lake and Orono agreed to use the condemnation proceeds to build the new Fire Station 1, and for Long Lake to “oversee the operation and maintenance of the land and building” of the new Fire Station 1. (*Id.* at ¶¶ 39-41 and Exhibit 3 at § 6.) While the new Fire Station 1 is located in Orono, Long Lake continues to provide it with utilities, including water and sewer. (Miner Decl., ¶ 8.) Like the FP Contract, the JO Contract for Fire Station 1 is set to expire on December 31, 2025. (Complaint, ¶¶ 42-44.)

Fire Station 2 is located at 3770 Shoreline Drive in Orono. (Miner Decl., ¶ 12.) It is owned 100% by Orono. (*Id.*) Under the FP Contract, and an Addendum dated December 12, 2011, the LLFD manages the ongoing operation and maintenance of both fire stations. (Complaint, Exhibit 1 at § 8, Exhibit 2 at §§ 1, 2, and 5.)

In Long Lake’s view, the structure of shared fire protection services as set forth in the FP Contract is intended “to bring communities together under one fire service provider to provide high-quality fire protection and emergency services, while reducing redundancy in service and costs associated with creating separate fire departments for each city.” (Miner Decl., ¶ 16.)

Orono, which has not previously had a fire department, decided in recent years to explore providing its own fire services to the community. In 2017, Orono expressed an

interest in taking over the LLFD, but Long Lake did not agree. (Declaration of Adam T. Edwards filed June 29, 2023 (“Edwards Decl.”), ¶ 8.) In April 2021, Orono served Long Lake with a Notice of Termination stating that the FP Contract shall terminate on its expiration date of December 31, 2025. (Complaint, Exhibit 4; Miner Decl., ¶ 17.) Orono also served a similar Notice of Termination for the JO Contract, stating that it shall terminate on its expiration date of December 31, 2025. (Complaint, Exhibit 5; Miner Decl., ¶ 18.) Both the FP Contract and JO Contract contain provisions allowing for termination for cause, defined in each contract to mean “a pattern of inadequate service quality[,] including inadequate response to call[s], inadequate training, and inadequate handling of calls; and/or a pattern of budget overruns.” (Complaint, Exhibit 1, § 20(1) and Exhibit 3, § 2(d).)<sup>1</sup> Orono did not invoke good cause as a basis for either of its Notices of Termination, but instead gave the requisite three years advance notice required for termination without cause. (*Id.*, Exhibit 1, § 20(1) and Exhibit 3, § 7(b).) In response to this motion, Orono provided no evidence that any grounds exist to terminate either contract for good cause.

Long Lake and Orono have engaged in discussions regarding how fire services would transition from the LLFD to the new fire department being created by Orono, but those discussions have not borne fruit. (Miner Decl., ¶ 19; Edwards Decl. ¶ 8.) According to Long Lake, “Orono proposed a full transfer of the LLFD from the control of Long Lake to the sole control of Orono,” and coupled that demand with a threat that if Long Lake did not agree, Orono would “build [its] own Fire Department from scratch.” (Miner Decl., ¶ 19.) Long Lake did not agree to Orono’s proposal. (*Id.*) Long Lake, for its part, was not

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<sup>1</sup> The only differences between the two contractual definitions of “good cause” are whether the punctuation mark following the word “quality” is a comma or a semicolon and whether an “s” is included at the end of the first instance of the word “call.” Neither difference substantially alters the meaning of the definition.

interested in transferring ownership of its fire department to Orono and sought to proceed in accordance with the existing contracts. (Complaint, ¶ 48.) No evidence was provided to the Court to explain the reasons for Orono’s desire to either take over or pull out of the LLFD. In particular, no evidence was produced that the LLFD has provided inadequate service quality to Orono, inadequate response to calls, inadequate training of firefighters, inadequate handling of calls for service, or a pattern of budget overruns.

In September 2022, Orono passed a resolution to create the Orono Fire Department. (Miner Decl., ¶ 20.) Orono has taken a number of steps in recent months in furtherance of that resolution, which Long Lake considers to be attempts to “dismantle the LLFD and gain control of Fire Station 1 and Fire Station 2.” (Miner Decl., ¶ 21.) Long Lake asserts these steps have been taken in violation of Orono’s obligations under the FP Contract and the JO Contract. Orono does not agree. The facts as to each challenged step are summarized below.

### **The Ladder Truck**

In 2022, Long Lake was seeking to acquire a ladder truck for the LLFD. In October 2022, it identified a truck that was for sale that it wished to purchase and sought the approval of each contracting city for the purchase as required under the FP Contract. (Miner Decl., ¶ 22.) While that approval process was ongoing, Orono used the knowledge it gained about the truck from Long Lake to buy the truck itself. (Complaint, ¶ 50.) Long Lake considers this to be an obstruction by Orono of the LLFD’s ability to perform under the FP Contract, by directly competing for expensive equipment when Orono is not currently providing fire protection services to anyone. (*Id.* at ¶ 51; Miner Decl., ¶ 22.) Orono does not deny that it learned of the ladder truck through the LLFD, and that it was aware the LLFD

sought to purchase it. Orono states that it has offered to make the ladder truck available to the LLFD for the balance of the FP contract's term. (Edwards Decl., ¶ 12.) Orono also notes that it coordinated with the LLFD Chief on refurbishing the ladder truck to meet the LLFD's specification and needs. (*Id.*)

### **The Fire Chief**

In late 2022, Orono advertised to hire a fire chief for its yet-to-be-established fire department. There were fifteen applicants. (Edwards Decl., ¶ 13.) Orono interviewed six applicants in its initial round of interviews and four in its final round. (*Id.*) In December 2022, Orono hired James Van Eyll, who had served as the LLFD Chief for 15 years. (*Id.*; see also Declaration of James Van Eyll filed June 29, 2023 ("Van Eyll Decl."), ¶ 2.) As the reason for his decision to switch employment from Long Lake to Orono, Van Eyll stated that "[b]uilding a fire department from the ground up is a great opportunity." (Van Eyll Decl., ¶ 3.)

### **Lobbying to Transfer Firefighter Pensions, Recruiting Firefighters**

In January and February 2023, Orono representatives met with legislators to rally support for legislation that would give Orono control of the LLFD firefighters' pension funds in 2024, well before the December 31, 2025 expiration of the FP Contract. (Miner Decl., ¶ 24.) Long Lake believes Orono seeks control of these pension funds "because Orono intends to offer employment to LLFD firefighters." (*Id.*) The FP Contract requires Long Lake to "assume all obligations" with regard to the Firemen's Relief Association and other payments on behalf of LLFD's firefighters. (Complaint, ¶ 54 and Exhibit 1, § 5.) Long Lake believes Orono sought this legislation to support Orono's efforts to offer employment to LLFD firefighters during the term of the existing FP Contract. (*Id.* at ¶ 55.) Long Lake

views Orono's recruitment of LLFD firefighters as a hindrance to Long Lake's ability to perform its obligations under the FP Contract. (*Id.* at ¶ 56.) Long Lake is concerned it will be left with insufficient staff to operate all vehicles and provide all necessary services in responding to fire calls for the remainder of the contractual term. (Miner Decl., ¶ 27.)

Orono acknowledges that it is seeking to recruit Long Lake firefighters but responds that Long Lake's firefighters are at-will employees, not subject to non-compete agreements. (Van Eyll Decl., ¶ 4.) Orono claims that it will not restrict firefighters from working for more than one department. (*Id.* at ¶ 6.) No evidence was provided, however, of the availability of volunteer firefighters in the Orono/Long Lake vicinity, of the likely willingness of volunteer firefighters to sign up for more than one department, or of their ability to be equally available for calls by multiple departments.

#### **Refusal to Approve LLFD's Capital Budgets**

Orono rejected the Capital Improvement Plan submitted by the LLFD in 2022, and it has refused to approve future capital budgets or shared equipment purchases for the LLFD. (Edwards Decl. ¶ 18; Complaint, ¶ 57.) Long Lake views Orono's refusal to cooperate with the budgetary process as impairing LLFD's ability to fix or replace important firefighting equipment. (Complaint, ¶ 57; Miner Decl., ¶ 28.) Mayor Miner related that one of the LLFD engines broke down during a training session, and he is concerned that it would be disastrous for such equipment to break down on an actual emergency call. (Miner Decl., ¶ 29.) Long Lake believes Orono's refusal to support the LLFD's budget requests escalates the likelihood that the LLFD will have a compromised ability to timely respond to serious future emergencies in its service area. (Complaint, ¶ 58.)



Orono responds that under the FP Contract, Orono is under no obligation to approve proposed budgets. (*See* Complaint, Exhibit 1, §§ 9, 11.)

**Needs Assessment and Resolution to “Control” Fire Station 2 by 2024**

Long Lake’s attorney sent Orono a letter on April 25, 2023, giving notice that Long Lake believed Orono’s actions were in breach of the FP Contract. (Complaint, Exhibit 6.) Less than two weeks later, on May 8, 2023, Orono created a draft Needs Assessment laying out Orono’s plan to take over providing fire services. It includes a stated plan to “Assume Control” of Fire Station 2 in 2024. (Complaint, Exhibit 8 at pp. 70-71.) It includes a stated plan to have special legislation passed to “move the firefighter’s pensions from Long Lake to Orono Relief Association.” (*Id.* at p. 56.) It includes a plan to engage Minnetonka Beach and Medina in conversations about Orono taking over for the LLFD in providing fire protection services to those two cities. (*Id.* at pp. 59, 61.)

Long Lake viewed the plans set forth in the draft Needs Assessment as directly interfering with Long Lake’s ability to perform under the FP Contract, and on May 17, 2022, Long Lake’s attorney sent another letter to Orono giving notice that Orono’s actions represented further breaches of the FP Contract. (Complaint, Exhibit 9.) On June 12, 2023, the Orono City Council formally adopted the Needs Assessment. (*Id.* at ¶ 66.) One council member stated that Orono was “prepared to take *all* Long Lake firefighters” to serve the area around Fire Station 2. (*Id.* at ¶ 67.) Orono’s new Fire Chief Van Eyll has been approaching LLFD firefighters to recruit them to join the new Orono fire department. (*Id.* at ¶ 68.) Fire Chief Van Eyll did not deny this but stated that firefighters do not have non-compete agreements, that he has never restricted firefighters from working for more than one department, and that he does not plan to discourage any Orono firefighters from doing

so. (Van Eyll Decl., ¶¶ 4-6.) He maintained that he has made no effort to undermine the LLFD but intends to coordinate with the LLFD “for a smooth transition and to continue to have a good working relationship with them.” (*Id.* at ¶¶ 8-9.)

On June 12, 2023, the Orono City Council adopted Resolution 7374. (Complaint, ¶ 69.) Paragraph 1 of Resolution 7374 stated that Orono “will assume responsibility for the Navarre Fire Service Area beginning on no later than July 1, 2024,” and directed city staff to notify Long Lake of this change under the FP Contract. (Edwards Decl., Exhibit A.) Paragraph 2 of Resolution 7374 stated that Orono “will resume<sup>2</sup> responsibility for the operation and maintenance of the Navarre Fire Station no later than July 1, 2024.” (*Id.*) Orono refers to Fire Station 2 as the Navarre Fire Station. (*Id.*)

Long Lake views Resolution 7374, in which Orono announces its plans to take over operating Fire Station 2 a year and a half before the contract term expires, as a direct violation of the FP Contract. (Complaint, ¶ 69.) According to Mayor Miner, Orono’s attempts to take over Fire Station 2 “will directly impede Long Lake’s ability to render the fire protection and emergency services it is obligated to provide” by contract to Long Lake, Orono, Medina, and Minnetonka Beach. (Miner Decl., ¶ 32.) Mayor Miner explained that Fire Station 2’s location next to Minnetonka Beach is in part why Minnetonka Beach entered into its contract with Long Lake for fire services and stated his belief that restricting Long Lake’s access to Fire Station 2 could interfere with Long Lake’s ability to perform under that contract with potential “life-threatening consequences.” (*Id.* at ¶ 33.) Mayor Miner concluded that Orono’s “concerted efforts to disrupt Long Lake’s ability to provide

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<sup>2</sup> The word “resume” in this paragraph of Resolution 7374 may have been a typographical error, as no evidence was provided that Orono ever had responsibility for Fire Station 2, that it might later be said to “resume.”

fire protection and emergency services provides an unquantifiable risk to public safety.” (*Id.* at ¶ 35.)

Fire Chief Van Eyll responded that in his professional opinion, Long Lake will not need Fire Station 2 once Orono is providing fire services to the Navarre area. (Van Eyll Decl., ¶ 11.) He offered to coordinate with the new Fire Chief of the LLFD to “ensure a smooth transition.” (*Id.*) He also stated that he intends to provide mutual aid to the LLFD and to the cities of Long Lake, Medina, and Minnetonka Beach. (*Id.* at ¶ 13.) He asserted that Orono is not trying to “occupy or utilize Fire Station 2 in contravention of any contract,” and that if Long Lake will not relinquish Fire Station 2 before December 31, 2025, “the Orono Fire Department will make other arrangements.” (*Id.* at ¶¶ 14-15.) He offered no information about what such “other arrangements” might be. Long Lake pointed out in response that the “arrangements” will not be up to the fire chief, but to the Orono City Council, which announced its intention to take over Fire Station 2 by mid-2024 in Resolution 7374, as adopted on June 12, 2023. (Long Lake’s Reply Memo. at 1-2.) Long Lake characterizes this as a direction to Orono staff (including Fire Chief Van Eyll) to violate the FP Contract. (*Id.*)

Fire Chief Van Eyll stated that the lead time for equipment necessary to run a fire department can range from 18-36 months, and that “the Orono Fire Department necessarily needs to transition in phases . . .” (Van Eyll Decl. at ¶¶ 16-17.) He predicted that an injunction preventing Orono from continuing to build its own fire department “would undermine Orono’s ability to provide emergency services to the community” and could also “increase the cost to Orono, if it cannot hire firefighters and purchase equipment.” (*Id.* at ¶ 18.) The Court notes that Orono currently is under no obligation to provide emergency

services to the community; that obligation is borne by Long Lake under the FP Contract which has another 2½ years to run.

**B. Procedural History**

On June 23, 2023, Long Lake filed this action with the Court, seeking an injunction to prevent Orono from prematurely taking over control of the Fire Stations and obstructing Long Lake’s ability to meet its contractual obligations under the FP Contract during the coming 2½ years, while that contract remains active. In addition to its initial memorandum of law, Long Lake filed the declarations of Mayor Charlie Miner and counsel Christopher H. Yetka, attaching a number of exhibits. On June 29, 2023, Orono responded by filing a responsive memorandum of law and the declarations of Fire Chief James Van Eyll and counsel Adam T. Edwards, with additional exhibits. On June 30, 2023, Long Lake filed a reply memorandum of law. The Court held a hearing on Long Lake’s motion for temporary injunctive relief that same day and took Long Lake’s motion under advisement at the end of the hearing.<sup>3</sup>

At the hearing, the Court encouraged the parties to enter prompt mediation. The Court instructed the parties to report within a week on whether they had agreed on a mediator and offered to select and appoint one if they were unable to agree. The parties subsequently advised the Court of their selection of retired Chief Justice Kathleen Blatz as their mediator. The Court commends the parties’ choice of such a wise and respected mediator.

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<sup>3</sup> The Court did not invite or authorize any post-hearing submissions from the parties, nor did the parties request leave to make post-hearing submissions to expand the record on this motion. Nonetheless, on July 6, 2023, and on July 11, 2023, Orono filed two additional declarations to supplement the factual record. On July 14, 2023, counsel for Long Lake filed a letter responding to those declarations. The Court has not considered those post-hearing submissions in making its ruling on the pending motion.

## II. Legal Standard and Analysis

### B. Long Lake's Motion for Temporary Injunctive Relief

Minnesota courts have discretion to grant temporary injunctions.<sup>4</sup> Minn. R. Civ. P. 65.02. “A temporary injunction is an extraordinary equitable remedy,” which should be granted “only when it is clear that the rights of a party will be irreparably injured before a trial on the merits is held.” *Miller v. Foley*, 317 N.W.2d 710, 712 (Minn. 1982). The “failure to demonstrate the threat of irreparable harm is, by itself, a sufficient ground” to deny a temporary injunction. *Morse v. City of Waterville*, 458 N.W.2d 728, 729 (Minn. Ct. App. 1990). The moving party has the burden to establish that grounds exist to support the injunctive relief sought. *Cherne Indus., Inc. v. Grounds & Assocs., Inc.*, 278 N.W.2d 81, 92 (Minn. 1979).

In determining whether to grant temporary injunctive relief, Minnesota courts consider the following five factors: (1) the nature and background of the relationship between the parties preexisting the dispute giving rise to the request for relief; (2) the harm to be suffered by the plaintiff if the temporary restraint is denied as compared to that inflicted on the defendant if the injunction issues pending trial; (3) the likelihood that one party or the other will prevail on the merits; (4) relevant public policy considerations; and (5) the administrative burdens involved in judicial supervision and enforcement of the

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<sup>4</sup> Under the Minnesota Rules of Civil Procedure, non-permanent injunctive relief orders are called “temporary restraining orders” and “temporary injunctions.” Minn. R. Civ. P. 65.01, 65.02. In contrast, in federal practice such orders are called “temporary restraining orders” and “preliminary injunctions.” Fed. R. Civ. P. 65(b), 65(a). As far as the Court is aware, the state court term “temporary injunction” and the federal term “preliminary injunction” are largely interchangeable. Long Lake titled its present motion as one seeking a “preliminary injunction.” While Long Lake appears to have used the federal terminology, the Court interprets the motion as seeking relief under Minn. R. Civ. P. 65.02. Under Minnesota law, the *Dahlberg* standards apply to both temporary restraining orders and temporary injunctions, and the Court analyzes Long Lake’s motion in this Order under the *Dahlberg* standards.

temporary decree. *Dahlberg Bros. v. Ford Motor Co.*, 137 N.W.2d 314, 321–22 (Minn. 1965).

The irreparable harm requirement is intertwined with the second factor, the balance of harm as between the parties. District courts have broad discretion in determining whether to issue temporary injunctive relief. *Metro. Sports Facilities Comm’n v. Minn. Twins P’ship* (“*Minnesota Twins*”), 638 N.W.2d 214, 220 (Minn. Ct. App. 2002).

The Court considers each *Dahlberg* factor, as applied to the facts at issue, in turn.

### **1. The Parties’ Preexisting Relationship**

The first *Dahlberg* factor is “the nature and background of the relationship between the parties preexisting the dispute giving rise to the request for relief.” *Dahlberg*, 137 N.W.2d at 321. Consideration of the parties’ prior relationship is important, because “[a] temporary injunction is issued to maintain the status quo pending a decision on the merits.” *Minnesota Twins*, 638 N.W.2d at 221. Therefore, “[t]his factor favors injunctive relief when the parties had a satisfactory or long-standing relationship prior to the dispute.” *RKL Landholding, LLC v. Levau*, No. A13-0277, 2013 WL 5777919, at \*3 (Minn. Ct. App. Oct. 28, 2013) (citing *Dahlberg*, 137 N.W.2d at 322 (affirming injunction granted where parties had 40-year prior history in doing business together)).

Like the 40-year relationship between the parties in *Dahlberg*, the relationship between Long Lake and Orono with respect to their shared fire department services extends back for decades. Their currently operative Contract for Fire Protection was signed in 2002. Since then, Long Lake has had the responsibility to provide all fire protection services to the contracting cities, including Orono. (Complaint, Exhibit 1, § 2.) Also, like the contract between the Metropolitan Sports Facilities Commission and the Minnesota Twins, the contracts at issue here are not standard commercial contracts providing a financial benefit.

Instead, just as the Twins' contract to play games in the Metrodome "provide[d] the state, citizens, and fans with substantial non-monetary benefits," the FP Contract and the JO Contract provide the contracting cities and their citizens with non-monetary benefits by way of access to essential fire protection and emergency medical services. *See Minnesota Twins*, 638 N.W.2d at 221.

In describing the prior relationship between the parties and how it benefits Orono as well as Long Lake, the FP Contract states that Long Lake has the capacity to provide fire protection services to the contracting cities, and that "the Contracting City (*i.e.* Orono) does desire to have fire protection service furnished by the City of Long Lake Fire Department." (Complaint, Exhibit 1 at p. 1.) The parties did not offer evidence of what the parties' relationship was prior to the effective date of the FP Contract. The evidence before the Court indicates that the LLFD has existed since 1915, meaning that it is 108 years old, with no identified blemishes in its track record of providing fire protection services. Orono offered no evidence to show that it has ever operated a separate fire department. Long Lake contends that the temporary injunctive relief it seeks would leave the parties' longstanding relationship intact, allowing the LLFD to continue to fulfill its contractual obligations, not only to Orono but also to Medina and Minnetonka Beach. It would also preserve Long Lake's ability to meet the requirements of the FP Contract and JO Contract that Long Lake maintain control of Fire Stations 1 and 2, while preventing Orono from moving forward with its announced intent to unilaterally take over Fire Station 2 early. Accordingly, Long Lake argues that a temporary injunction would serve to preserve the status quo.

Orono admits that the parties have a long-standing relationship in terms of sharing fire protection services, but it argues that the temporary injunctive relief sought by Long

Lake would not preserve the status quo. In Orono's view, the status quo is that Orono has decided to establish its own separate fire department, while offering assurances that it will continue to respect its existing contracts with Long Lake until those contracts terminate at the end of 2025. Orono argues that a temporary injunction would do more harm to the parties' relationship than good. Orono does not, however, identify what that harm might be.

The Court finds that the parties' conduct of themselves under their current contracts, as well as their pathway to the eventual creation of a separate fire department by Orono, are central points of dispute in this lawsuit. Thus, Orono's argument speaks more to the likelihood of success on the merits and the balancing of harm than to the parties' preexisting relationship, and it will be addressed when the Court turns to those factors. Leaving the merits and the balance of harm aside for a moment, on the relationship factor the Court observes that Orono identified no evidence to contradict Long Lake's description of the parties' close-knit preexisting relationship. Orono also offered no evidence to support its assertion that it has taken no action to occupy or utilize Fire Station 2 in contravention of any contract. Orono's Needs Assessments includes a stated plan to assume control of Fire Station 2 by 2024, and its Resolution 7374 as passed on June 12, 2023 states that Orono will take over responsibility for Fire Station 2 "no later than July 1, 2024," well before the contracts expire. (Complaint, Exhibit 8 at pp. 70-71 and Edwards Decl., Exhibit A.)

The Court finds guidance on the relationship factor in the Minnesota Supreme Court's decision upholding temporary injunctive relief granted in another case involving parties with a decades-long historical relationship. *See Dahlberg*, 137 N.W.2d at 326. *Dahlberg* is the seminal Minnesota case on temporary injunctive relief. There, a car dealer with a 40-year-old franchise arrangement with Ford Motor Company sued when Ford tried



to end the arrangement. In opposing the motion for an injunction, Ford argued that its agreement with the dealership was terminable at will by either party. The Minnesota Supreme Court found that the dealer was entitled to a temporary injunction preserving the franchise arrangement while the lawsuit proceeded, in part because of the cost of upsetting the 40-year-old status quo.

The Court finds that the decades-long status quo in this case will best be preserved through injunctive relief temporarily preventing Orono from moving forward in a manner designed to prematurely end its commitments and obligations to Long Lake under the FP contract and the JO contract, prior to termination of those contracts on December 31, 2025. Orono would still be permitted to prepare to set up its own fire department after those contracts expire, but while the contracts remain in place, the parties' preexisting relationship favors requiring Orono to honor its obligations to comply with both contracts as long as they remain in effect, and to deal with Long Lake in accordance with the principles of good faith and fair dealing under those contracts, while the underlying legal disputes between the parties are sorted out.

Allowing Orono to move forward with its plans to recruit firefighters away from Long Lake, to take over Fire Station 2 in 2024, and to seek a transfer of Long Lake firefighters' pension funds to Orono would represent a major alteration in the status quo of the parties' 21-year-old preexisting contractual relationship. Orono does not yet have a fire department, nor is it under any obligation to provide fire protection services to any community. In the current status quo, Long Lake does have a fire department, and its contractual obligations to provide fire protection services to Orono as well as two other municipalities will continue to extend for another 2½ years. The Court finds that the first

*Dahlberg* factor weighs in favor of granting Long Lake’s request for temporary injunctive relief, to preserve the status quo.

## 2. Balance of Harm

The second *Dahlberg* factor is “[t]he harm to be suffered by plaintiff if the temporary restraint is denied as compared to that inflicted on defendant if the injunction issues pending trial.” *Dahlberg*, 137 N.W.2d at 321. To succeed in its request for an injunction, a plaintiff must show not only that the balance of harm tips in its favor, but that the harm the plaintiff would suffer should the injunction be denied would be irreparable.

Mere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay, are not enough. The possibility that adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation, weighs heavily against a claim of irreparable harm.

*Miller v. Foley*, 317 N.W.2d 710, 713 (Minn. 1982) (quoting *Sampson v. Murray*, 415 U.S. 61, 90 (1974)).

Long Lake argues that denial of the requested temporary injunction would allow Orono to ignore its obligations under its existing contracts with Long Lake, to the detriment of all those currently served by the LLFD. If Orono takes over one or both of Fire Stations 1 and 2, Long Lake contends that it will be limited in the type and quality of fire protection and emergency medical services it can continue to provide. If Orono recruits all of Long Lake’s trained firefighters, Long Lake’s capacity to timely respond to fire calls also may be hampered. Long Lake asserts that this would result in a serious diminution of Long Lake’s ability to continue to meet the fire protection and safety needs of the citizens it serves, and that it would essentially “gut” the LLFD in violation of the FP Contract and the parties’ long-established course of dealing. Without the temporary injunction it seeks, Long Lake

claims that its ability to respond to serious future emergencies in its service area for the balance of the contractual term may be compromised, and that the resulting unquantifiable risk to public safety constitutes irreparable harm.

Long Lake further contends that Orono will suffer no harm if the Court issues an injunction to preserve the 21-year-old contractual status quo which has been working for both parties. Indeed, Long Lake points out that Orono has no functioning fire department to substitute for the services that the LLFD has provided since 2002 and must continue to provide through the end of 2025. Orono will continue to receive fire protection services from Long Lake for the remainder of the contract term, which Long Lake argues militates against any claim of harm to Orono by its request for a temporary injunction.

In response, Orono cites *Unlimited Horizon Mkt., Inc. v. Precision Hub, Inc.*, 533 N.W.2d 63, 66 (Minn. Ct. App. 1995), and *Miller v. Foley*, 317 N.W.2d 710 (Minn. 1982), for the proposition that irreparable harm must be shown for an injunction to issue. Orono contends that the harm claimed by Long Lake is speculative, not irreparable.

Orono does not deny it intends to end its contractual relationship with Long Lake, nor does it deny it intends to establish its own separate fire department well before the end of 2025, but it argues that Long Lake has no solid evidence that any actions taken by Orono thus far have caused harm to Long Lake's ability to continue to provide fire protection services for the balance of the contract term. Orono points out that Long Lake still controls both Fire Stations 1 and 2. Orono maintains that it has no plans for an imminent or unilateral takeover of Fire Station 2. Instead, Orono notes that it has given proper notice under the FP Contract that it plans to assume responsibility for providing fire protection services to the Navarre area of Orono in mid-2024, and that it intends to do so in

accordance with the JO Contract by making arrangements other than the use of Fire Station 2. Orono does not, however, deny that its Needs Assessment and Resolution 7374 both contain language to the contrary, namely, that Orono does intend to take over Fire Station 2 by July 1, 2024. Orono argues that it is logical for Long Lake to relinquish Fire Station 2 to Orono, since Orono has given notice of its assumption of responsibility to provide fire protection services to the Navarre Service Area, yet it claims that its assertion of its intent to pursue that “logical” relinquishment does not violate any contractual obligations that it owes to Long Lake. Orono also argues that no irreparable harm will result from Long Lake’s loss of Orono as a fire protection services client, because Orono has the right to end its contractual relationship with Long Lake, and has given notice of such termination, effective December 31, 2025.

On the other side of the balance of harm, Orono argues that it faces substantial harm if a temporary injunction were to issue. Orono asserts that its police officers use Fire Station 2 for administrative reasons and argues that being restricted from using Fire Station 2 will impede such access by its police force. (Edwards Decl., ¶ 21.) Orono also uses Fire Station 1 as a polling place for elections and does not want to lose that access. (*Id.* at ¶ 20.) Finally, Orono argues that a restriction on recruiting Long Lake firefighters may prevent Orono from having a fully functional fire department of its own by July 1, 2024 to service the Navarre area. (Van Eyll Decl., ¶ 18.)

The Court finds that Long Lake has met its burden of proving the likelihood of irreparable harm if an injunction does not issue. This case is, in some respects, analogous to the *Minnesota Twins* case, where a governmental body was reliant on a contract to provide non-monetary benefits to a community and its citizens. In other respects, this case is more

compelling than *Minnesota Twins*. The service at issue there was the playing of professional baseball games in a local stadium. The service at issue here is the provision of lifesaving fire protection and emergency medical services to local citizens. Any impairment of Long Lake's ability to continue to perform as required under the FP Contract could have devastating consequences for its ability to save the lives and homes of those living in its service area. Orono's argument that Long Lake's claimed harm is speculative is belied by Orono's implicit admission that if not enjoined, it will do exactly what Long Lake fears, which is to take over the Fire Stations, employ all of Long Lake's firefighters, and deprive Long Lake of the resources it needs to fulfill its contractual obligations.

As to the harm faced by Orono if the injunctive relief sought by Long Lake were to be granted, Orono provided no evidence that its police department lacks space for its officers to perform routine administrative tasks or that its elections department lacks options for polling locations. Orono also provided no evidence that Long Lake has threatened to deprive Orono of future access to the Fire Stations for such purposes, and it is evident such access has been granted in the past. The temporary injunctive relief requested by Long Lake focuses on the parties' conduct under their existing contracts; it does not propose restrictions on Orono's use of the Fire Stations for police administrative work or for polling places, nor does it propose to restrict the operation of Orono's business after the contracts at issue expire.

The Court finds that Orono's goal of setting up its own fire department as soon as possible, without waiting for the end of the contracts to compete for scarce firefighting resources with Long Lake, following decades in which the parties have worked cooperatively under a joint fire protection arrangement, poses a risk of irreparable harm to

Long Lake. By contrast, the Court finds that Orono has not identified any significant harm that would result to Orono from temporary injunctive relief crafted narrowly to preserve the parties' existing relationship as contractual partners with respect to fire protection services while this litigation continues. This factor also weighs in favor of granting Long Lake's request for temporary injunctive relief.

### **3. Likelihood of Success on the Merits**

The third *Dahlberg* factor is “[t]he likelihood that one party or the other will prevail on the merits.” *Dahlberg*, 137 N.W.2d at 321. While a plaintiff must show some likelihood of prevailing, its evidence need not be overwhelming: “if a plaintiff makes even a doubtful showing as to the likelihood of prevailing on the merits, a district court may consider issuing a temporary injunction to preserve the status quo until trial on the merits.” *Minnesota Twins*, 638 N.W.2d at 226.

In its complaint, Long Lake sets forth claims for breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract, and declaratory judgment. As breach of the implied covenant of good faith is derivative of the breach of contract claim under Minnesota law, the Court analyzes the first two claims together. *See Medtronic, Inc. v. ConvaCare Inc.*, 17 F.3d 252, 256 (8th Cir. 1994) (citing *Wild v. Rarig*, 234 N.W.2d 775, 790 (Minn. 1975) (“Minnesota does not recognize a claim for breach of the implied covenant of good faith and fair dealing separate from an underlying breach of contract claim.”)),

Long Lake's first basis for claiming relief against Orono is breach of contract. To prevail, Long Lake must show that a contract was formed, that it performed any conditions precedent to its right to demand performance by Orono, and that Orono breached the

contract. *Park Nicollet Clinic v. Hamann*, 808 N.W.2d 828, 833 (Minn. 2011). Orono does not dispute that the parties formed a contractual relationship through the FP Contract and the JO Contract, and it raises no question as to any condition precedent. The parties' only dispute on the contract claim is whether Long Lake has evidence of breach by Orono.

Long Lake claims that Orono has breached the contract by working systematically to hinder Long Lake's ability to perform its continuing obligations and by repudiating Orono's own obligations. Long Lake points to Orono's purchase of the ladder truck out from under Long Lake, when Long Lake had identified the ladder truck and was seeking approval of the other contracting cities, including Orono, for the purchase. At the same time, Orono refused to approve capital budgets for the LLFD for shared equipment purchases under the FP Contract. Orono hired away Long Lake's fire chief, who promptly began to recruit Long Lake firefighters to come and work for Orono. Orono approached the legislature seeking control of the LLFD pension funds. Orono announced its intent to assume control of Fire Station 2 by July 1, 2024. Taken together, Long Lake argues that these actions evince Orono's attempt to make a hostile takeover of the LLFD, while showing a lack of respect for its obligations under its contracts with Long Lake and its duty of good faith and fair dealing under those contracts.

Orono responds that it has affirmed the FP Contract, not repudiated it. Orono characterizes Long Lake's contract claim as one of anticipatory breach, which is a claim based upon "an unconditional repudiation of a contract, either by words or acts, which is communicated to the other party prior to the time fixed by the contract for his performance." *In re Haugen*, 278 N.W.2d 75, 79 n.6 (Minn. 1979). This claim requires proof of "an unequivocal intent not to perform." *State ex rel. Friends of the Riverfront v. City of*

*Minneapolis*, 751 N.W.2d 586, 593 (Minn. Ct. App. 2008) (where it was still possible for a party to perform, the other party could not establish anticipatory breach). Orono argues that while it has requested Long Lake to turn over control of the Fire Stations, it has yielded to Long Lake's refusal. It claims to have fulfilled its obligations under the FP Contract, "regardless of the unreasonable and litigious approach endorsed by Long Lake." (Orono's Memo. of Law at 13.) It asserts that no contractual provision bars it from hiring Long Lake's fire chief, recruiting Long Lake's firefighters, buying the ladder truck identified for purchase by the LLFD, stating its intention to take over Fire Station 2 in 2024, or rejecting Long Lake's proposed capital improvement plan in 2022.

The FP Contract indisputably requires Long Lake to provide fire protection and emergency medical services to Orono, Medina, and Minnetonka Beach through December 31, 2025. It gives Long Lake "the sole and exclusive right and responsibility" to prescribe the manner and method of responding to calls and rendering services to the contracting cities and to manage the LLFD and the Fire Stations. (Complaint, Exhibit 1, pp. 2-3.) The Contract requires Orono and the other contracting cities to participate in an annual budgeting process and a long-term capital expenditure planning process. (*Id.* at pp. 4-6.) It requires Orono and the other contracting cities to pay their share of the budget in quarterly installments. (*Id.* at p. 7.) It establishes a Fire Services Joint Advisory Committee to which each Contracting City may appoint two members to oversee any problems with the provision of fire service and to review budget updates. (*Id.* at p. 8.) Long Lake argues that the language of the Contract, coupled with the course of dealing between the parties established over decades, grants Long Lake the right to continue to provide fire services under the Contract, without interference or impairment by Orono. Long Lake is particularly



concerned that if Orono hires all of its firefighters, it may be left with insufficient staff to timely respond to calls.

Long Lake cites *In re Hennepin Cnty. 1986 Recycling Bond Litig.*, 540 N.W.2d 494, 502 (Minn. 1995), as recognizing that every contract in Minnesota includes an implied covenant of good faith and fair dealing, requiring one party not to “unjustifiably hinder” another party’s performance. This claim requires evidence that Orono refused to fulfill a duty or contractual obligation based on an ulterior motive, not based on a mistake or negligence. *Sterling Cap. Advisors, Inc. v. Herzog*, 575 N.W.2d 121, 125 (Minn. Ct. App. 1998). Long Lake argues that Orono’s course of conduct as outlined above shows that Orono violated the implied covenant by willfully hindering Long Lake’s ability to perform its contractual obligations. Orono does not maintain that any of its challenged actions were based on mistake or negligence; it argues instead that they are not prohibited by contract.

Based upon its review of the parties’ contracts, the Court finds that Orono has complied with the termination provisions by giving the requisite advance notice of its intent to end its contracts with Long Lake at their stated expiration date of December 31, 2025. That means the parties will no longer be parties to a contractual relationship for firefighting services as of January 1, 2026. Until then, however, they remain parties to contracts under which they have agreed that Long Lake will furnish all firefighting services to the designated service area and will operate and maintain the two Fire Stations. The Court is persuaded that Long Lake has shown it is likely to succeed in establishing that Orono has competed with Long Lake for scarce firefighting resources in a rush to set up its own fire department early, while the parties’ contractual relationship remains ongoing. Those actions in some cases directly violated the contracts (such as Orono’s announcement of its intent to take

control of Fire Station 2 by July 1, 2024), and in others violated the implied covenant of good faith and fair dealing (such as by hiring away Long Lake's fire chief, recruiting its firefighters, and lobbying to have their pension funds transferred to Orono). It arguably was not in good faith for Orono to purchase the ladder truck that it learned about through Long Lake's efforts, thereby depriving Long Lake of equipment that it had identified as necessary for the LLFD's operations. It arguably was not in good faith for Orono to hire away the Long Lake fire chief while Long Lake was contractually bound to provide fire protection services to Orono. It arguably was not in good faith for Orono to lobby the legislature to transfer LLFD firefighters' pension funds from Long Lake to Orono when Long Lake was contractually required to maintain those funds. It arguably was not in good faith for Orono to refuse to approve the capital improvement budget for the LLFD, while at the same time committing to make its own capital expenditures for firefighting equipment to set up a competing fire department, all during the course of the existing contractual relationship.

Orono's argument that its recruitment of Long Lake's firefighters will not impair Long Lake's ability to remain fully staffed to respond to calls is unsupported by any evidence. While it may be true that volunteer firefighters are allowed to volunteer for more than one department, Orono offered no hint as to the call schedule it anticipates requiring of its firefighters, and how that may impact the ability or willingness of those firefighters to continue to be on call for Long Lake, or how those firefighters may prioritize their obligations to one department over the other. If Long Lake is unable to maintain a full roster of firefighters, due to Orono's hiring of those firefighters for its own department, Long Lake's ability to continue to perform its contractual obligations to all of the contracting cities throughout the remainder of the contractual term will likely be impaired.

In short, the Court finds that Long Lake has established at least some likelihood of success on the merits of its contract and implied covenant claims against Orono. In ruling on motions for temporary injunctive relief, Minnesota district courts routinely have found that likelihood of success on just one claim is sufficient to meet the *Dahlberg* standard for the third factor, and the appellate courts have agreed that is enough. *See, e.g., Workers' Comp. Recovery, Inc. v. Marvin*, No. A03-1549, 2004 WL 1244404, at \*6 (Minn. Ct. App. June 8, 2004) (“Because there is a likelihood of success on one of WCR’s claims, there is no need to address the viability of WCR’s other claims.”). Given its finding on the merits of the contract-related claims, the Court need not address the merits of Long Lake’s additional claims for tortious interference and declaratory relief, although it observes that Orono’s actions may well interfere with Long Lake’s ability to perform under its contracts to provide fire protection services to Medina and Minnetonka Beach.

The Court reiterates that the standard for a party seeking temporary injunctive relief to show likelihood of success is not as high as that for a party seeking summary judgment. Long Lake does not have to prove that it will win the case in the end, for a temporary injunction to be granted. It is enough for Long Lake to show that it has a reasonable case on the merits. *Minnesota Twins*, 638 N.W.2d at 226. Based upon its review of the evidence submitted, the Court finds that Long Lake has shown a sufficient likelihood of success on the merits on its breach of contract and implied covenant claims to satisfy the third *Dahlberg* factor.

#### **4. Public Policy**

The fourth *Dahlberg* factor focuses on the existence of relevant public policy considerations. *Dahlberg* 137 N.W.2d 321-22. To evaluate this factor, courts “ascertain

whether there have been legislative expressions which manifest a public policy on the subject.” *Id.* at 324. Long Lake argues that public policy supports its request for injunctive relief, because it seeks injunctive relief to allow it to continue to perform its contractual obligations to provide fire protection and emergency services, without hindrance by Orono. Long Lake also argues that the public interest is better served by the consolidation of fire services, as represented in the FP Contract, than by the creation of unnecessarily redundant fire services.

Orono disputes that public policy favors Long Lake’s position. It argues that it has the power under Minn. Stat. § 412.221, subd. 17, to establish its own fire department, and that it has the right to compete with the LLFD. Therefore, it argues that public policy favors denying injunctive relief.

The Court is not persuaded by either party’s arguments on public policy grounds. To conclude that the proposed injunction is either good or bad for public policy for the overarching reasons given by the parties (Long Lake’s idea that consolidated fire departments better serve the western suburbs vs. Orono’s focus on the right of each suburb to set up its own department) would require the Court to reach sweeping conclusions based on scant evidence, and to weigh in on matters of municipal policy that have not been fully briefed or argued.

On the public policy factor, the Court finds only that the citizens of both Long Lake and Orono are entitled to continue to receive essential fire protection services, that they have been receiving satisfactory services from the LLFD through the existing FP Contract and JO Contract, and that enforcement of the parties’ obligations to honor their existing contracts will serve the public policy of ensuring all of the citizens of Long Lake and Orono

will continue to receive the services to which they are entitled through the December 31, 2025 termination of those contracts. For that reason, the Court finds that the fourth *Dahlberg* factor weighs in favor of issuance of temporary injunctive relief.

### **5. The Administrative Burden**

The fifth *Dahlberg* factor requires the Court to assess “the administrative burdens involved in judicial supervision and enforcement of the temporary decree.” *Dahlberg*, 137 N.W.2d at 322. Long Lake argues that the administrative burden will be minimal to non-existent. Orono likewise did not identify any significant administrative burden that granting the requested temporary injunctive relief or supervising its enforcement would impose upon the Court. The Court is not aware of any likely administrative burden, although that could change, depending upon how the parties deal with one another after issuance of this order. If they continue down their prior path of acting unilaterally, without consulting or trying to reach agreement with one another, one party or the other may end up seeking the Court’s assistance in enforcing its temporary injunction. That is, in part, why the Court urged the parties to enter prompt mediation. For now, the Court remains optimistic that the parties will find a more positive way forward, with the assistance of their mediator. Accordingly, the Court finds that this factor supports issuance of temporary injunctive relief. *Dahlberg*, 137 N.W.2d at 326 (“parties . . . who were able to deal harmoniously for 40 years should be able to do so without court intervention until the merits of this lawsuit have been decided”).

### **III. Bond Requirement**

Rule 65.03 of the Minnesota Rules of Civil Procedure requires the moving party to post sufficient security to cover the losses of the non-moving party in the event temporary injunctive relief was improperly granted:

No temporary restraining order or temporary injunction shall be granted except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained.

Minn. R. Civ. P. 65.03(a). The Court may exercise its discretion to waive the bond requirement in appropriate cases. *Bio-Line, Inc. v. Wilfley*, 366 N.W.2d 662, 665 (Minn. Ct. App. 1985) (“the amount of security required on a temporary injunction is within the trial court's discretion and may be waived entirely if appropriate”).

Long Lake argues that no bond should be required. Orono made no argument with respect to Rule 65.03's bond requirement. Due to the narrow scope of the temporary injunctive relief sought, and the lack of any substantial risk of harm identified by Orono, the Court has determined that no bond is necessary. Accordingly, Long Lake shall not be required to post a bond pursuant to Rule 65.03(a).

#### **IV. Conclusion**

As the status quo stands, Long Lake has an operational fire department with 108 years of experience. The LLFD serves four cities, and no evidence was provided to suggest it has provided inadequate service to Orono or anyone else. Orono does not yet have a fire department and it has no current obligation to provide fire protection services anywhere.

The parties' contracts are scheduled to expire on December 31, 2025. Long Lake recognizes that Orono will not renew the contracts again. Orono acknowledges its obligation to comply with the contracts until they expire. But for unexplained reasons, Orono has acted in ways showing that it is not content to wait for the contracts to expire before it begins to compete with Long Lake. It has taken concrete steps to try to deprive the LLFD of access to essential equipment (the ladder truck), financial resources (the LLFD

firefighters' pensions), personnel (fire chief and firefighters), and real property (the Fire Stations). These actions may not have all succeeded, at least not yet, but they are viewed by Long Lake as unfriendly and potentially destabilizing to the LLFD. For the reasons detailed above, all of the *Dahlberg* factors support issuance of temporary injunctive relief in this case.

As the Court observed at the hearing of this motion, this is a case that cries out for the parties to sit down and talk to one another, with the assistance of a mediator, in a serious attempt to work out their differences. They are parties to contracts that have endured more than 20 years and that have 2½ years left to run. Because one party has decided the contracts should end, they will no longer be contractual partners as of January 1, 2026. But it does not help for one party to act as though the contracts have already ended. Until the contracts end, both must honor their contractual responsibilities, while working to lay the groundwork for a future in which their contract is over. At the same time, both must ensure that fire protection services continue to be provided to their citizens, unhindered and uninterrupted, throughout the transition. They still have time to negotiate a reasonable transition plan, which honors their existing contractual relationship, their future post-contract plans, and their responsibilities to their taxpayers to provide essential services. Taxpayers' funds will be better spent on charting out a mutual pathway toward a future amicable separation, than on doing battle with one another in the courts.

For the reasons outlined above, the Court grants Long Lake's motion for a temporary injunction, to preserve the status quo and enjoin further breaches of contractual duties during this litigation. The Court is encouraged that the parties have chosen a skillful mediator and looks forward to receiving the mediator's report within the next 60 days.

L.J.M.