Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT

File No.

CASE TYPE:

City of Long Lake,

Plaintiff,

v.

City of Orono,

Defendant.

COMPLAINT

Since 1915, the Long Lake Fire Department ("LLFD") has provided invaluable services to the community, with its firefighters working tirelessly to minimize the loss of life and property for its fire service recipients from fires, natural disasters, and life-threatening situations including medical emergencies. The LLFD has been able to provide exceptional fire protection services due to the support and combined efforts and resources of its fellow contracting cities.

Plaintiff City of Long Lake ("Long Lake") brings this action against Defendant City of Orono ("Orono") to seek injunctive and other relief to stop Orono's concerted and blatant violations of a written Contract for Fire Protection and a Contract for Joint Ownership, both of which are in effect between the parties until December 31, 2025. Since September 2022, when Orono City Council inexplicably committed to establishing its own Fire Department, Orono has systematically undermined Long Lake's ability to meet its contractual obligations to furnish all firefighting services, rescue and medical services, and manage the ongoing operation and maintenance of the Fire Stations in accordance with the Contract for Fire Protection and Addendum. Orono has done this by hiring away Long Lake's fire chief, purchasing fire equipment such as a ladder truck out from under Long Lake, and rallying legislators to draft legislation that

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

would give Orono control of the LLFD pension funds, all in clear violation of the Contract for Fire Protection. But the situation took a drastic turn on June 12, 2023, when Orono City Council voted to assume control of Fire Station 2 (Navarre) and recruit Long Lake firefighters. Immediate injunctive relief, enforcing the entirety of Orono's obligations under the Contract for Fire Protection and Contract for Joint Ownership, is required to avoid irreparable harm to not just Long Lake, but the cities of Medina and Minnetonka Beach and all of the residents and property owners in the Fire Protection Service Area who depend upon the LLFD for life-saving protection and emergency medical services.

Long Lake, for its Complaint against Orono, states and alleges as follows:

PARTIES

1. The City of Long Lake is a municipal corporation organized under the laws of the State of Minnesota. Long Lake is located in Hennepin County, Minnesota.

2. Defendant City of Orono is a municipal corporation organized under the laws of the State of Minnesota. Orono is located in Hennepin County, Minnesota.

JURISDICTION

3. This Court has subject matter jurisdiction pursuant to Minnesota Statute Section 484.01, subd. 1.

4. Venue in this Court is appropriate pursuant to Minnesota Statute Section 542.09 because the cities are located in Hennepin County.

FACTUAL BACKGROUND

I. The Long Lake Fire Department and Fire Protection Service Area

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

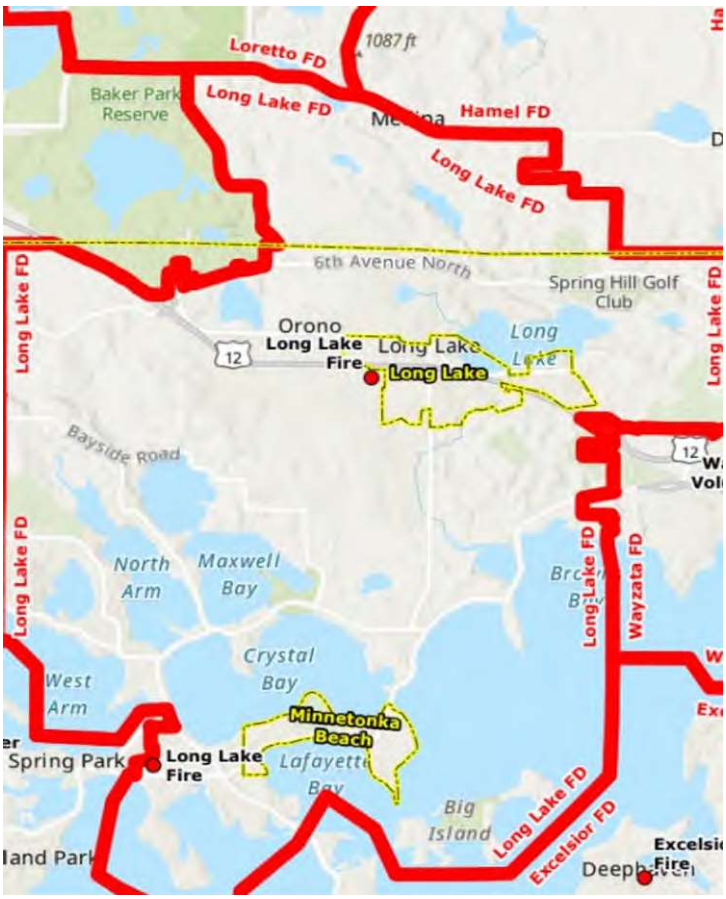
5. The Long Lake Fire Department ("LLFD") is a local fire department operated by the City of Long Lake. It was founded in 1915. It has successfully served Long Lake residents and surrounding communities for over 100 years.

6. The LLFD currently maintains two fire stations in its fire service area.

7. The first fire station is located at 340 Willow Dr. N Orono, Minnesota ("Fire Station 1"). Long Lake and Orono currently each own 50 percent of Fire Station 1 pursuant to a Contract for Joint Ownership dated August 2001.

8. The second fire station is located at 3770 Shoreline Drive, Orono, Minnesota ("Fire Station 2"). Orono owns 100 percent of Fire Station 2. Fire Station 1 and Fire Station 2 are collectively referred to herein as the "Fire Stations."

9. The current fire service area serviced by LLFD is depicted below:



Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

10. The LLFD consists of approximately forty-two firefighters between the Fire Stations.

11. The LLFD prides itself on its highly trained, well respected, and functionally efficient fire service professionals, who have dedicated years of their lives to protecting others.

12. For the last two decades, LLFD has provided fire protection services to the cities of Orono and Medina pursuant to an Agreement and Contract for Fire Protection, dated October 15, 2002 (the "Contract for Fire Protection"). A copy of the Contract for Fire Protection is attached hereto as **Exhibit 1**.

13. The LLFD also provides fire protection services to Minnetonka Beach pursuant to a Fire Service Contract between Long Lake and the City of the Village of Minnetonka Beach dated June 6, 2018.

14. This contractual structure 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.

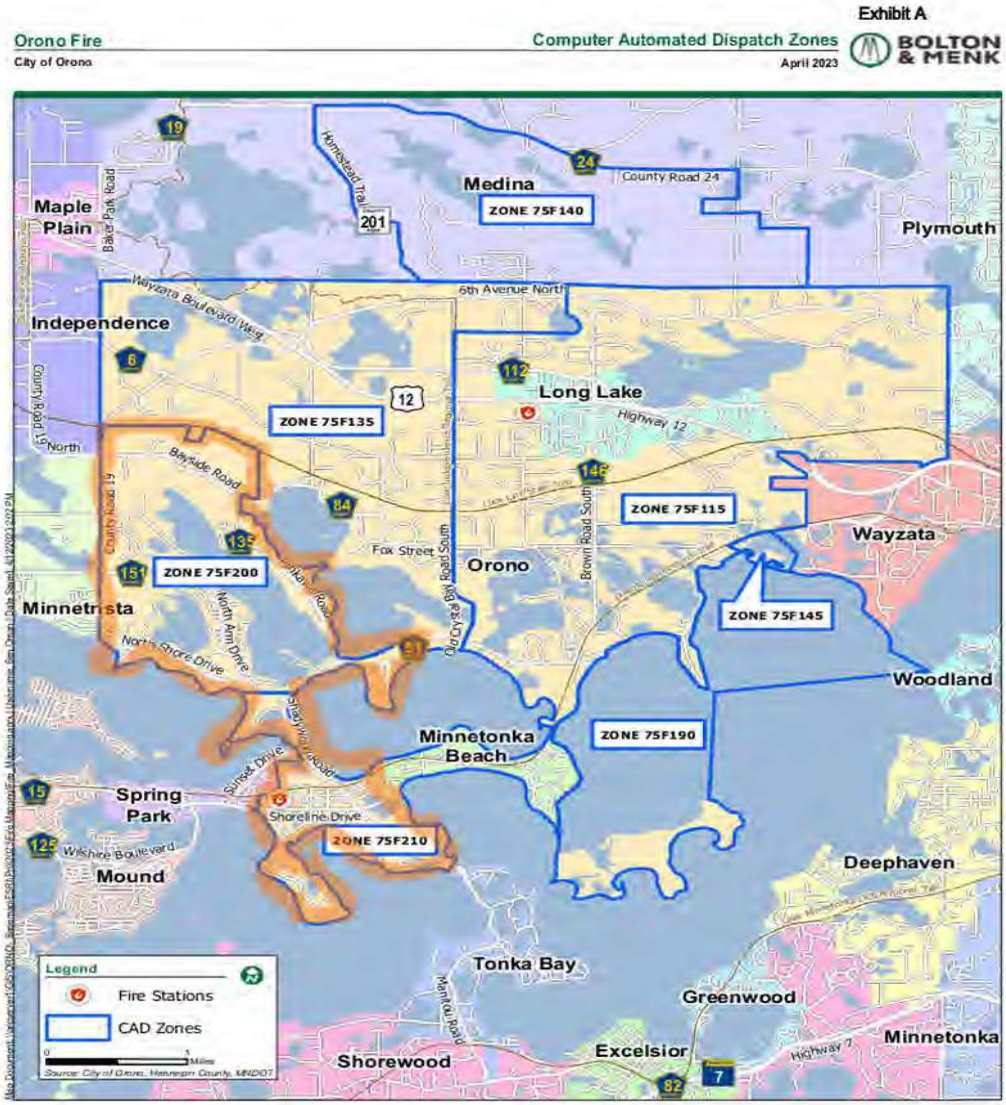
15. In fact, due to a number of various factors including without limitation, staffing shortages, the cost of fire equipment, and construction costs, contractual arrangements including fire districts have become a nationwide trend, which has allowed for better, faster, and more cost-effective fire protection services.

16. This structure has served the cities of Long Lake, Orono, and Medina well for the last twenty years, and with Minnetonka Beach, the last five years.

17. With their City Council resolution on June 12, 2023, Orono removed a portion of its city from the LLFD service area beginning on July 1, 2024. This section is depicted in orange

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

highlight below, and consists of CAD zones 75F200 and 75F210. This section includes the area surrounding Fire Station 2.



18. Orono's concerted efforts to disrupt this system provides an unquantifiable risk to public safety.

II. The Contract for Fire Protection and Addendum

19. The Contract for Fire Protection provides that Long Lake shall furnish "all fire fighting services, rescue/medical rescue services, and related fire protection services to the Contracting Cities." Contract for Fire Protection § 2.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

20. Specifically, the LLFD shall "protect[] and sav[e] life and property from fire in the City Fire Service Area of each Contracting City to the same extent as it does within the City Fire Service Area of Long Lake . . . . Long Lake will furnish sufficient staff to each call to safely, legally and effectively operate all necessary vehicles and equipment and provide all necessary services." Contract for Fire Protection § 3.

21. The Contract for Fire Protection further provides, "the Fire Chief of Long Lake . . . shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire within the Total Fire Service Area and to prescribe the manner and method of responding to calls and rendering the services contemplated." Contract for Fire Protection § 4.

22. Importantly, Orono, Long Lake, and Medina agreed that, "[t]he City of Long Lake shall be responsible for managing the operation of the Long Lake Fire Department, and for managing the on-going operation and maintenance of the Long Lake fire station." Contract for Fire Protection § 8.

23. In connection with funding, the Contract for Fire Protection provides, "[t]he Long Lake Fire Department's annual operating expenditures will be controlled through an Annual Fire Services Operating Budget." Contract for Fire Protection § 9.

24. Additionally, "[t]he Annual Fire Services Capital Budget refers to the calendar year capital budget of the Long Lake Fire Department. The Annual Fire Services Capital Budget includes Major Equipment items and major repairs/rehabilitation of the Fire Station." Contract for Fire Protection § 9.1(B).

25. In connection with capital expenditures, "[t]he City of Long Lake and the Long Lake Fire Department shall prepare a 15-year major equipment replacement plan, and a 15-year plan for major maintenance, repair, or rehabilitation items related to the fire station. These 15-

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

year plans will be the basis for the preparation of an annual capital budget . . . The final approval of capital expenditures occurs as part of the Annual Fire Services Capital Budget Approval process." Contract for Fire Protection § 11.

26. The term of the Contract for Fire Protection initially covered the period of January 1, 2002 through December 31, 2020. However, it also provides, "[t]he term of this agreement will be extended for a period of five years unless this Agreement is terminated as provided in Section 20 of the Agreement." Contract for Fire Protection § 10.

27. The term of the Contract for Fire Protection was extended for a period of five years, through December 31, 2025.

28. In connection with termination, the Contract for Fire Protection provides, "[t]his Agreement shall be terminated only as follows: (1) For "Good Cause" by any city that desires to terminate its participation in the Agreement provided that such termination is preceded by a minimum of 36-months notice. 'Good Cause' shall mean, but is not limited to, a pattern of inadequate service quality; including inadequate response to call, inadequate training, and inadequate handling of calls; and/or a pattern of budget overruns; (2) For breach of contract; (3) By mutual agreement of all cities covered by the agreement . . . ." Contract for Fire Protection § 20.

29. On December 12, 2011, Long Lake and Orono entered into an Addendum to Contract for Fire Protection (the "Addendum"). A copy of the Addendum is attached hereto as **Exhibit 2**.

30. The Addendum expressly states, "Long Lake agrees to oversee all activities and operations at Fire Station No. 2 under the same terms and conditions as previously agreed to in the

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

existing Fire Protection Agreement. All references in the existing Fire Protection Agreement to the Long Lake Fire Station shall be extended to include Fire Station No. 2." Addendum § 1.

31. Further, Long Lake and Orono agreed that, "Long Lake will be responsible for operating and maintaining the fire station, and the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services provided from the fire station will be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place." Addendum § 2.

32. And importantly, "[t]he Cities agree that Paragraph #8 of the Existing Fire Protection Agreement includes responsibility for managing the operation of Fire Station No. 2." The Addendum § 5.

33. Orono has not provided Long Lake with any actionable information as to how it has failed to properly manage the LLFD. In fact, Orono has never pointed out any pattern of inadequate service quality, response to calls, training, handling of calls, or any pattern of budget overruns.

III. Contract for Joint Ownership

34. About a year prior to Long Lake and Orono entering into the Contract for Fire Protection, in August 2001, the parties entered into a Contract for Joint Ownership in connection with Fire Station 1. A copy of the Contract for Joint Ownership is attached hereto as **Exhibit 3**.

35. The Contract for Joint Ownership came about when the land upon which the original Long Lake Fire Station was situated, in Long Lake, Minnesota, was condemned by the Minnesota Department of Transportation for purposes of constructing a new highway.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

36. The land and building where the original Long Lake Fire Station was located was owned by Long Lake.

37. Replacement land was located for the Long Lake Fire Station at 340 Willow Drive, Orono, Minnesota.

38. Nevertheless, the water and sewer systems in connection with the new Long Lake Fire Station are serviced from Long Lake.

39. The Minnesota Department of Transportation agreed to pay Long Lake, Orono, and Medina approximately $3,498,200.00 for the costs of a new fire station, including construction costs and other expenses related to the construction of a new fire station, such as the cost of land, site improvements, legal fees, consultant fees, etc.

40. Long Lake and Orono agreed to enter into a Contract for Joint Ownership, the purpose of which was to provide for the joint ownership of the land and building upon which Fire Station 1 was to be located and to establish a Joint Fire Station Construction Committee. Contract for Joint Ownership § 1.

41. The Contract for Joint Ownership also states, "Long Lake shall have the overall responsibility to oversee the operation and maintenance of the land and building upon which the Long Lake Fire Station is to be relocated." Contract for Joint Ownership § 6.

42. Further, "[t]his Agreement shall be effective upon the date of execution, and shall extend through December 31, 2020. It shall automatically extend for successive five (5) year extensions unless one of the cities covered by this agreement serves notice of termination not less than three (3) years before the original termination date or the termination date of any subsequent extension . . . ." Contract for Joint Ownership § 7.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

IV. Orono Commits to Establishing a Separate Fire Department and Begins to Systematically Obstruct Long Lake's Ability to Perform Pursuant to its Contracts

43. In April 2021, Orono served Long Lake with a Notice of Termination of the Contract for Fire Protection that has been in effect since 2002. The Notice states that the contract shall terminate on its expiration date of December 31, 2025. A copy of the Notice of Termination of the Contract for Fire Protection is attached hereto as **Exhibit 4**.

44. In April 2021, Orono also served a Notice of Termination of Contract for Joint Ownership in connection with Fire Station 1. The Notice states that the contract shall terminate on its expiration date of December 31, 2025. A copy of the Notice of Termination of Contract for Joint Ownership is attached hereto as **Exhibit 5**.

45. Pursuant to the Notice of Termination of Contract for Joint Ownership in connection with Fire Station 1, it is arguable that full ownership of Fire Station 1 shall revert back to Long Lake on January 1, 2026, consistent with the ownership structure of the Long Lake Fire Station prior to executing the Contract for Joint Ownership.

46. Long Lake and Orono have also engaged in discussions about the future of fire protection services between the cities. Orono demanded a full transfer of the LLFD from the control of Long Lake to the sole control of Orono.

47. Orono then threatened that if Long Lake did not agree on the full transfer to the LLFD, Orono will start executing a plan to "build [its] own Fire Department from scratch."

48. Long Lake expressed that it was not interested in transferring the ownership of the LLFD to Orono in light of the existing contracts.

49. In September of 2022, Orono City Council passed a resolution to establish the Orono Fire Department. Since then, Orono has been working swiftly and systematically to

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

undermine the LLFD and assume full control of Fire Station 1 and Fire Station 2, in violation of its contractual obligations.

50. For example, in October 2022, using the knowledge and resources from its involvement with the LLFD, the City of Orono purchased a ladder truck, which is the same vehicle that Long Lake officials were exploring the potential to buy with the approval of each contracting city.

51. The Contact for Fire Protection, which remains in effect until December 31, 2025, provides that the LLFD is to furnish all firefighting services, rescue/medical services, and related fire protection services for the Total Fire Services Area. Orono has no need for a ladder truck, as it is not currently providing firefighting services. Instead, Orono is blatantly obstructing the LLFD's ability to perform its contractual obligations by directly competing with the LLFD for expensive fire protection equipment despite not performing *any* fire protection services at this time.

52. In maintaining this pattern of obstruction, in December 2022, Orono hired James Van Eyll, who was acting as the LLFD Chief prior to being hired by Orono as the Fire Chief of the Orono Fire Department.

53. In January and February 2023, representatives from Orono met with legislators to rally support for legislation that would give Orono control of the LLFD pension funds in 2024, which is two years before the Contract for Fire Protection expires.

54. Nevertheless, under the Contract for Fire Protection, Long Lake is to assume all obligations with regard to the Firemen's Relief Fund.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

55. It has become clear that Orono seeks to control of pension funds because Orono intends to offer employment to LLFD firefighters despite Orono's existing contracts with Long Lake.

56. Any recruitment of LLFD firefighters poses a direct threat of hindering Long Lake's ability to perform its contractual obligations, such as furnishing sufficient staff to each fire call to operate all vehicles and provide all necessary services.

57. Orono has also made it clear that it will refuse to approve future Capital Budgets or future shared equipment purchases under the current Contract for Fire Protection. The direct effect of Orono's refusal to approve capital expenditures is that important firefighting equipment may not be fixed or replaced because there is no approved budget.

58. This is particularly troublesome as one of the engines broke down during a training and needs to be replaced. It would be disastrous for any important fire fighting equipment to break down on an emergency call. Orono's refusal to honor its contractual obligation to fund needed equipment purchases for the LLFD results in an escalating likelihood that major equipment could fail and thereby compromise the LLFD's ability to timely respond to serious emergencies within the service area.

59. On April 25, 2023, counsel for Long Lake sent a letter to Orono Mayor Dennis Walsh and Orono City Council providing notice that certain actions by Orono constitute breach of the Contract for Fire Protection. The letter warned Orono that if it continues any future actions that will adversely affect Long Lake's ability to perform under its contracts, Long Lake will institute legal action to compel Orono's performance pursuant to the Contract for Fire Protection. A copy of the letter dated April 25, 2023 is attached hereto as **Exhibit 6**.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

60. Long Lake received a brief response from the Orono's City Attorney confirming Orono's receipt of the April 25, 2023 letter and stating he would respond if appropriate. A copy of the letter dated May 8, 2023 is attached hereto as **Exhibit 7**.

61. On May 8, 2023, Orono created a draft Needs Assessment that expressly laid out Orono's plan to take over the LLFD including the Fire Stations and shut down Long Lake's ability to provide fire protection services to its service area. A copy is attached hereto as **Exhibit 8**. For example:

(a) The "Fire Department — Timeline — Station 2 Early" references "Assume Control of Navarre Station" in 2024. It also references remodeling the Fire Stations starting in 2024. Needs Assessment p. 70-71.

(b) As further part of Orono's plan for 2024, the assessment recommends, "State Fire Marshall (sic) – The Fire Chief will contact the State fire (sic) Marshall's (sic) office to do an inspection of Station 2 for the purpose of obtaining a fire department identification number." Needs Assessment p. 61.

(c) As part of Orono's plan for 2023, the assessment recommends, "The City of Orono will have to have special legislation written and passed to facilitate the move (sic) the firefighter's pensions from Long Lake to Orono Relief Association." Needs Assessment p. 56.

(d) Further as part of Orono's plan for 2023, the assessment recommends, "Orono should start to engage Minnetonka Beach in conversation for the Orono Fire Department to cover the City of Minnetonka Beach, which has been covered by the Long Lake Fire Department." Needs Assessment p. 59.

(e) As part of Orono's plan for 2024, the assessment recommends, "Orono should start to engage Medina in conversation for the Orono Fire Department to cover the small area of Medina which has been covered by the Long Lake Fire Department starting January 1, 2026." Needs Assessment p. 61.

62. Orono's clear intention to take control of Fire Station 2 in violation of the Contract for Fire Protection will directly impede Long Lake's ability to render the fire protection and emergency services it is obligated to provide pursuant to both the Contract for Fire Protection between Long Lake, Orono, and Medina, as well as the Fire Protection Contract between Long Lake and Minnetonka Beach.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

63. In fact, Long Lake and Minnetonka Beach entered into their Fire Protection Contract in part because of the location of Fire Station 2. Any attempts by Orono to restrict Long Lake's access or use of Fire Station 2 would directly interfere with Long Lake's ability to perform under the contract, which due to the nature of the services provided, could have life-threatening consequences.

64. Not to mention, the existing Contract for Fire Protection provides that Long Lake is responsible for operating and maintaining Fire Station 1 and Fire Station 2 through December 31, 2025.

65. On May 17, 2023, counsel for Long Lake sent a second letter to Orono Mayor Dennis Walsh and Orono City Council in connection with Orono's Fire Needs Assessment, reflecting further breaches of the Contract for Fire Protection and Orono's clear anticipatory repudiation. A copy of the letter dated May 17, 2023 is attached hereto as **Exhibit 9**.

66. Nevertheless, on June 12, 2023, the Orono City Council adopted the Needs Assessment as drafted and presented on May 8, 2023.

67. In that same June 12, 2023 meeting, Orono Council Member Matt Johnson expressly stated that Orono is "prepared to take *all* Long Lake firefighters" to help with the territory related to Fire Station 2.

68. In fact, Orono Fire Department Chief James Van Eyll has already approached LLFD firefighters and asked whether they were "with him," indicating his plan to recruit Long Lake firefighters to join the Orono Fire Department.

69. Also on June 12, 2023, the Orono City Council adopted Resolution 7374, providing that Orono will assume responsibility for the Navarre Fire Service Area beginning no later than July 1, 2024, and, in direct violation of the Contact for Fire Protection that is currently in effect,

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Orono committed to assume responsibility for the operation and maintenance of Fire Station 2 no later than July 1, 2024.

COUNT I
(BREACH OF CONTRACT)

70. Long Lake restates the allegations contained in the previous paragraphs above and incorporates them by reference herein.

71. Orono, Long Lake, and Medina executed the Contract for Fire Protection, which outlines the obligations and responsibilities of Long Lake in connection with providing fire protection and emergency services to each contracting city, and for managing and operating the Fire Stations.

72. Orono has breached the Contract for Fire Protection and Addendum by systematically working to hinder Long Lake's ability to perform pursuant to its contractual obligations by, without limitation, purchasing a ladder truck out from under Long Lake and refusing to approve future Capital Budgets or future shared equipment purchases, hiring its fire chief, actively working to obtain control of the LLFD pension funds, recruiting LLFD firefighters, and committing to assume control of Fire Stations 1 and 2.

73. By reason of Orono's numerous and systematic breaches, Long Lake has been and will continue to be irreparably harmed and damaged by its inability to provide the highest quality life-saving emergency services to its fire service recipients. In turn, Long Lake's inability to perform its contractual obligations as contemplated in the Contract for Fire Protection could very well cause irreparable harm to its fire service recipients, including complete loss of life and/or property that could have otherwise been avoided but for Orono's obstructive actions.

74. Long Lake seeks injunctive relief as the Court may deem appropriate in order to enforce the Contract for Fire Protection and Addendum and prevent further irreparable harm.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

75. Long Lake also seeks damages in excess of $50,000, the specific amount to be determined at trial.

COUNT II
(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)

76. Long Lake restates the allegations contained in the previous paragraphs above and incorporates them by reference herein.

77. Minnesota law recognizes the implied covenant of good faith and fair dealing inherent in every contract.

78. Good faith performance of the Contract for Fire Protection required Orono to abide by the parties' common purpose in executing the contract, namely, allowing Long Lake to furnish all firefighting services, rescue and medical services, and manage the ongoing operation and maintenance of the Fire Stations.

79. Orono violated the implied covenant of good faith and fair dealing by evading the spirit of the Contract for Fire Protection by, without limitation, purchasing a ladder truck out from under Long Lake and refusing to approve future Capital Budgets or future shared equipment purchases, hiring its fire chief, actively working to obtain control of the LLFD pension funds, recruiting LLFD firefighters, and committing to assume control of Fire Stations 1 and 2 and willfully hindering Long Lake's ability to perform its contractual obligations.

80. As a natural, probable, and foreseeable consequence of Orono's breaches of the implied covenant of good faith and fair dealing, Long Lake has suffered damages in an amount greater than $50,000, the specific amount to be determined at trial.

COUNT III
(TORTIOUS INTERFERENCE WITH CONTRACT)

81. Long Lake restates the allegations contained in the previous paragraphs above and incorporates them by reference herein.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

82. Long Lake entered into the Contract for Fire Protection with Orono and Medina wherein Long Lake agreed to provide fire protection and emergency services to the Fire Service Area designated within each contracting city.

83. Long Lake entered into a Fire Service Contract with Minnetonka Beach wherein Long Lake agreed to provide fire protection and emergency services to the Fire Service Area designated within Minnetonka Beach.

84. Long Lake also has employment relationships with each of its firefighters, who have agreed to provide fire protection and emergency services to the Fire Service Areas designated by the Contract for Fire Protection and the Fire Service Contract.

85. Orono has knowledge of the Contract for Fire Protection between Long Lake, Orono, and Medina, as it is one of the contracting cities.

86. Orono has knowledge of the Fire Service Contract between Long Lake and Minnetonka Beach.

87. Orono also has knowledge of the employment relationship between the LLFD firefighters and Long Lake.

88. Orono intentionally, and without justification, has procured breach of the Contract for Fire Protection by attempting to hinder Long Lake's ability to perform its contractual obligations to the city of Medina.

89. Orono intentionally, and without justification, is seeking to procure breach of the Fire Service Contract by soliciting and influencing Minnetonka Beach to contract with the Orono Fire Department.

90. Further, Orono intentionally, and without justification, is soliciting and influencing LLFD firefighters to leave Long Lake and work for the Orono Fire Department.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

91. Long Lake requests an injunction and other appropriate equitable relief from the Court to prevent further irreparable harm from Orono's tortious interference with the Contract for Fire Protection, the Fire Service Contract, and employment relationship between LLFD firefighters and Long Lake.

92. Long Lake also seeks damages in excess of $50,000, the specific amount to be determined at trial.

COUNT IV
(DECLARATORY JUDGMENT)

93. Long Lake restates the allegations contained in the previous paragraphs above and incorporates them by reference herein.

94. Pursuant to Minn. Stat. Chapter 555, this action presents an actual case or controversy in this Court's jurisdiction requiring a declaration of the parties' rights and obligations, namely, whether Orono is in breach the Contract for Fire Protection, can prematurely assume control of the Fire Stations, or hinder Long Lake's ability to furnish necessary fire protection and emergency services pursuant to its contracts.

95. Long Lake seeks a judicial determination to resolve a present justiciable controversy among the parties regarding obligations pursuant to the Contract for Fire Protection.

96. Based on the facts set forth above, Long Lake is entitled to a declaration that Orono is or will be in material breach of the Contract for Fire Protection due to systematically working to hinder Long Lake's ability to perform pursuant to its contractual obligations by, without limitation, purchasing a ladder truck out from under Long Lake and refusing to approve future Capital Budgets or future shared equipment purchases, hiring Long Lake's fire chief, actively working to obtain control of the LLFD pension funds, recruiting LLFD firefighters, and committing to assume control of Fire Stations 1 and 2.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

97. Long Lake also seeks a judicial determination to resolve a present justiciable controversy among the parties regarding obligations pursuant to the Contract for Joint Ownership.

98. Based on the facts set forth above, Long Lake is entitled to a declaration that Long Lake may retake full ownership of Fire Station 1 as of January 1, 2026, due to Orono's cancellation of the Contract for Joint Ownership.

99. Because Long Lake owned the original Long Lake Fire Department, Long Lake continues to service water and sewer to Fire Station 1, and Long Lake has always had the overall responsibility to oversee the operation and maintenance of the land and building, Fire Station 1 will revert ownership back to Long Lake once the cancellation becomes effective. Alternatively, if compensation for Orono's portion of the station is owed, that amount should be determined by a fact finder.

100. The issuance of declaratory relief by this Court will terminate some or all of the existing controversy among the parties.

WHEREFORE, Long Lake respectfully prays for an Order of this Court declaring, determining, and providing as follows:

1. For injunctive relief fully and immediately enforcing the Contract for Fire Protection, and preventing further tortious interference with the Fire Service Contract and employment relationship with LLFD firefighters.

2. To declare the parties' respective rights and obligations under the Contract for Fire Protection;

3. To declare that upon termination of the Contract for Joint Ownership, full ownership of Fire Station 1 will revert back to Long Lake or alternatively to declare the reasonable amount owed to Orono for its ownership share;

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

4. For specific performance requiring Orono to perform pursuant to the Contract for Fire Protection, by not soliciting Long Lake firefighters or hindering access to or unfettered use of the entirety of the Fire Stations for the term of the Contract;

5. For damages resulting from Orono's conduct in an amount to be determined at trial;

6. For Long Lake's reasonable costs and expenses, including attorney's fees, incurred in connection with the prosecution of this action; and

7. For such other and further relief as the Court may deem just and proper.

Respectfully,

LARKIN HOFFMAN DALY & LINDGREN, LTD.

Dated: June 23, 2023

s/Christopher H. Yetka

Christopher H. Yetka (0241866)
Sarah Greening (0401238)
Larkin Hoffman Daly & Lindgren, Ltd.
8300 Norman Center Drive
Suite 1000
Minneapolis, Minnesota 55437-1060
(952) 835-3800
cyetka@larkinhoffman.com
sgreening@larkinhoffman.com

ATTORNEYS FOR PLAINTIFF CITY OF LONG LAKE

4860-6851-6203, v. 1

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 1

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

AGREEMENT AND CONTRACT FOR FIRE PROTECTION

THIS AGREEMENT AND CONTRACT made and entered into this 15 day of October, 2002 by and between the City of Long Lake a municipal corporation of the County of Hennepin and State of Minnesota (hereinafter referred to as Long Lake), the City of Orono, a municipal corporation of the County of Hennepin and State of Minnesota (hereinafter referred to as the Contracting City), and the City of Medina, a municipal corporation of the County of Hennepin and State of Minnesota (hereinafter referred to as the Contracting City), and witnesseth:

WHEREAS, the City of Long Lake has the facilities and equipment and is willing and able to provide fire protection service to the Contracting City, and

WHEREAS, the Contracting City does desire to have fire protection service furnished by the City of Long Lake Fire Department.

NOW, THEREFORE in consideration of the covenants herein contained the parties hereto agree as follows:

1. Definitions

   A. The term Contracting City or the Contracting Cities means any city which is a party to this Agreement or similar Agreement which by its terms is interrelated with this Agreement for the purposes of sharing the costs and the services of fire protection provided by the Long Lake Fire Department. The Contracting Cities are Orono, Medina and Long Lake.

   B. City Fire Service Area is the area within a Contracting City receiving fire protection from the Long Lake Fire Department. (City Fire Service areas are shown in Appendix A. attached.) The Total Fire Service Area is the sum of all City Fire Service Areas.

2. Services to be Rendered

   During the term of this agreement Long Lake shall furnish all the fire fighting services, rescue/medical rescue services, and related fire protection services to the Contracting Cities for the Total Fire Service Area outlined in red on the attached map marked Exhibit A hereinafter referred to as "The Total Fire Service Area." All of said Total Fire Service Area is located within the corporate limits of the Contracting Cities.

3. Level of Service

   Long Lake through its fire department shall endeavor to provide the services listed in paragraph 2 above, including but not limited to, protecting and saving life and property from destruction by fire in the City Fire Service Area of each Contracting City to the

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

same extent as it does within the City Fire Service Area of Long Lake. In the event of two fire calls received within the same time frame, the call first received shall have priority and the second call shall be answered as soon as possible. Long Lake will furnish sufficient staff to each call to safely, legally and effectively operate all necessary vehicles and equipment and provide all necessary services.

4. Command Responsibility

Subject to the terms of this agreement, the Fire Chief of Long Lake or the Chief's designee shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving the alarm for fire within the Total Fire Service Area and to prescribe the manner and method of responding to calls and rendering the services contemplated. The said Fire Chief or designee shall immediately upon arriving at the scene of any alarm or fire emergency have the sole and exclusive responsibility and authority to direct and control any and all fire fighting and the emergency operations at such scene or scenes.

5. Volunteer Fire Fighters of the City of Long Lake

Personnel assigned to provide fire protection services in the Contracting Cities shall be volunteer firefighters of the City of Long Lake, which City shall assume all obligations with regard to Worker's Compensation, Firemen's Relief Association, withholding tax, insurance, etc. for such volunteer firefighters, if any.

The cost of such obligations shall be a part of the costs attributed to the operation of the Long Lake Fire Department and will be included in the Annual Fire Services Budget Package.

6. Nature of Long Lake Undertaking

In no event shall this agreement be construed to fix upon Long Lake any responsibility or liability to the Contracting Cities or to third parties which are greater or different in kind than the responsibilities and liabilities borne by the Contracting Cities if they were providing such services through their own fire departments.

7. Liability Insurance

Long Lake shall carry liability insurance in an amount no less than $1,800,000.00 protecting itself and the other Contracting Cities against damage claims of its fire fighters for personal injury sustained while in service within the said limits of the Contracting Cities as hereto set forth. The amount of the insurance coverage shall be reviewed annually and if determined to be inadequate the amount of the coverage shall be adjusted accordingly. And further, Long Lake shall carry liability insurance in an amount no less than $1,800,000.00 saving the contracting cities harmless so far as acts of the City of Long Lake, its fire department and its fire fighters are concerned. The City of Long Lake shall review the amount of the coverage annually and if determined to be inadequate, the

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

amount of the coverage shall be adjusted accordingly. The cost of such insurance shall be a part of the costs attributed to the operation of the Long Lake Fire Department and will be included in the Annual Operating Budget. Nothing in this contract shall be construed as waiving the statutory liability limits of any city, which is a party to this contract.

8. Long Lake Operational Responsibility

The City of Long Lake shall be responsible for managing the operation of the Long Lake Fire Department, and for managing the on-going operation and maintenance of the Long Lake fire station. This includes carrying builders risk insurance during construction of the new Fire Station and carrying hazard insurance on the Fire Station thereafter. Long Lake shall charge an annual Administrative Fee for these services. The Administrative Fee of $17,200 for 2002 includes Long Lake's administrative overhead expenses. The Administrative Fees may be adjusted from year to year through the Annual Fire Services Operating Budget review and approval process. The costs related to the operation of the Fire Department, including the on-going operation and maintenance of the Fire Station, shall be included in the Annual Fire Services Operating Budget.

9. Budget Package

The Long Lake Fire Department's annual operating expenditures will be controlled through an Annual Fire Services Operating Budget. When the Annual Fire Services Operating Budget is approved, the expenditures may not exceed the level set in the Budget without the approval of all parties to the contract. If, during the 20-year term of the agreement, a Contracting City chooses not to approve a proposed Annual Fire Services Operating Budget, the Annual Fire Service Operating Budget increase will be limited to the average annual General Fund Budget increase of the Contracting Cities, until a new Annual Fire Services Operating Budget is approved by all Contracting Cities.

9.1 Definitions

A. The Annual Fire Services Operating Budget refers to the calendar year operating budget of the Long Lake Fire Department. This budget will become the official Annual Fire Services Operating Budget upon ratification by the Contracting Cities. The Annual Fire Services Operating Budget incorporates all costs of departmental operations including, but not limited to, the costs of the on-going operation and maintenance of the fire station, Long Lake's Administrative Fee as defined in Section 8 of this Agreement, and annual contributions to the Long Lake Volunteer Fire Relief Association Retirement Fund.

B. The Annual Fire Services Capital Budget refers to the calendar year capital budget of the Long Lake Fire Department. The Annual Fire Services Capital Budget includes Major Equipment items and major repairs/rehabilitation of the Fire Station.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

9.2 Budget Process

By August 15 of each year during which this agreement remains in effect, the City of Long Lake will provide an Annual Fire Services Operating Budget and an Annual Fire Services Capital Budget covering the costs related to the provision of fire protection for the next year. The budgets presented to the Contracting cities must have been presented to the Joint Advisory Committee prior to August 1 for discussion and review. Although it is expected that the Annual Fire Services Operating and Capital Budgets which are provided to the Contracting Cities by the City of Long Lake will have the consensus support of the Joint Advisory Committee, that is not a requirement since each Contracting City has the opportunity for final ratification or rejection.

10. Term of this Agreement

This Agreement covers the period January 1, 2002 through December 31, 2020. A contract year covers the period January 1 through December 31 of a calendar year.

This Agreement will become effective upon ratification by the Contracting Cities. The term of this agreement will be extended for a period of five years unless this Agreement is terminated as provided in Section 20 of the Agreement.

11. Capital Expenditures

Capital expenditures include major equipment and major maintenance, repair, or rehabilitation to the fire station. Major equipment is defined as "rolling stock" or similar major equipment assets required for performing the fire department mission in the Fire Protection Area. To qualify as major equipment, such assets must have an initial purchase value of at least $10,000. To qualify as major maintenance, repair, or rehabilitation, the cost must be at least $10,000.

The City of Long Lake and the Long Lake Fire Department shall prepare a 15-year major equipment replacement plan, and a 15-year plan for major maintenance, repair, or rehabilitation items related to the fire station. These 15-year plans will be the basis for the preparation of an annual capital budget. Neither the approval nor lack of disapproval of the 15-year plans by the Contract Cities creates any obligation for final approval or funding of any specific capital expenditure. Final approval of capital expenditures occurs as part of the Annual Fire Services Capital Budget approval process.

Capital expenditures must be approved by a minimum of two cities and the combined funding shares of the two cities must be greater than 60%. Once this level of approval is obtained, all Contract Cities are obligated to fund their share of the expenditures.

The final approval of capital expenditures occurs as part of the Annual Fire Services Capital Budget approval process. When a city approves the Annual Fire Services Capital Budget, the city is also agreeing to pay its share of the cost of capital expenditures

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

included in the Annual Fire Services Capital Budget up to the budgeted amount, for the items budgeted.

Each Contracting City agrees to maintain its own fund for capital expenditures. When a capital expenditure is to be made, the following process for sharing the funding will be used:

A. Long Lake will have the option of funding any percentage of the total, which is equal to or greater than the average of its last three City Budget Percentages including the current calendar year.

B. Orono will have the option of funding the remaining amount. If Medina does not wish to fund the total of the remaining amount, it must fund at least the average of its last three City Budget Percentages including the current calendar year and may fund more if it chooses.

C. Medina will fund the balance remaining to be funded after Long Lake and Orono have specified their funding amounts.

11.1. Disposition of Major Equipment Upon Termination

In the event that this Agreement is terminated as provided in section 20 of this Agreement, Long Lake will have the right to purchase each Contracting City's ownership share of each Major Equipment item for cash at the original amount funded by that city. In the event Long Lake does not exercise its right to acquire the major equipment items within sixty (60) days of termination, it will have waived its right to acquire full title to the equipment. If Long Lake waives its right to acquire full title to a particular Major Equipment item, the Contracting City with the largest ownership share of that item shall have the right to acquire full title to the item by paying the amount funded by each of the other Contracting Cities. If that City declines to acquire full title, the remaining Contracting City may acquire title on the same terms. In the event that no Contracting City wishes to acquire full title to a particular Major Equipment item, it shall be sold and the proceeds of the sale divided between the Contracting Cities pro-rata to their original funding. All Major Equipment items funded during the term of the contract, including extensions, will be covered by this terminating procedure.

The dissolution language applies to all equipment purchased, and fund balances accrued, since January 1 of 1993. This language is not intended to address any claim cities may have regarding equipment purchased prior to January 1, 1993.

No contracting city shall have the right to transfer or encumber any major equipment purchased after January 1, 1993.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

12. Emergency Expenditures

When there is a need for emergency major equipment repair or emergency building repair, or other emergency need that will have a substantial negative impact on the operational capabilities and/or safety of the firefighters or of the fire station if not immediately addressed, the emergency expenditures may be authorized by the Long Lake City Administrator and the Long Lake Fire Chief, or their designees. If these costs exceed the approved budget amounts, the Long Lake City Administrator and/or the Fire Chief will, within thirty days of the expenditures, notify the Contracting Cities of the expenditure, including an explanation of the emergency need. Emergency expenditures will be shared according to the cost sharing formula set out in this contract. Any reimbursement of the emergency expenditures through insurance, emergency/disaster assistance funding, or other sources will be credited to the Contract Cities in the same manner as the costs were shared.

13. Annual Audit of Actual Costs

The Contracting City understands and agrees that it is impossible to project with complete accuracy the actual costs of labor and equipment as well as the service to be required by each Contracting City for the forthcoming contract year and thereby hereby agrees to a yearly audit to adjust the prior year's estimated cost of service as set forth above to the actual costs incurred by the City of Long Lake. On or before April 30th of each year the City of Long Lake will tabulate the actual cost of the fire department budget for the prior contract year and will submit to the Contracting Cities a summary of the actual costs. The actual costs set forth for the prior contract year may result in either a surplus or deficit with respect to that year's Annual Operating Budget. Any surplus shall be refunded to the contract cities in the same ratio as the cost allocation formula. Any deficit shall be funded by the contract cities in the same ratio as the cost allocation formula. It is expected that expenditures will remain within the Annual Operating Budget amounts and will only exceed such budget amounts in the case of an emergency expenditure as provided in Section 12 or when mutually agreed to by the Contracting Cities as provided in Section 14 of this Agreement.

14. Unforecasted Expenditures

Notwithstanding any of the above, the Contracting Cities shall have the right to be heard regarding any proposed expenditures which are not identified in the Annual Operating Budget and which exceed $5,000. Notice of such proposed, non-budgeted expenditures shall be given in writing to the Contracting Cities prior to actual expenditures for such items and the Contracting cities shall thereafter have 21 days in which to approve or disapprove the same in writing and if there is no response which disapproves the expenditure, it is agreed that such proposed expenditures may be made and the cost thereof shall be included in the Annual Operating Budget as if ratified originally.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

15. Contract Payments

The City Budget Share (See Section 16.2) of each Contracting City shall be paid in equal quarterly installments on January 1, April 1, July 1 and October 1 of the next contract year by the Contracting City to the City of Long Lake.

Long Lake agrees to provide each Contracting City with reasonably detailed information relating to the actual expenditures against the Annual Operating Budget at its request and on a quarterly basis and agrees to make its records available to the Contracting City for inspection for the purpose of determining the basis for the allocation of costs to fire protection.

16. Arbitration

If a Contracting City is aggrieved by the determination of the City of Long Lake as to the allocation of the actual costs of the prior year's service, the Contracting City may appeal said determination within 30 days after receipt of the City of Long Lake's audit. Said appeal shall be in writing and shall be addressed to the City of Long Lake asking for arbitration by a board of arbitration. The Board of Arbitration shall consist of three persons; one to be appointed by the City of Long Lake, one to be appointed by the appealing Contracting City, and the third to be appointed by the two so selected. The name of each arbitrator shall be submitted in writing to the other party. In the event that the two arbitrators so selected do not appoint the third arbitrator within 15 days after receipt of written notice of appointment of either of the first two arbitrator's, the Chief Judge of the District Court of Hennepin County shall have jurisdiction to appoint, upon application of either the Contracting Cities or the appealing Contracting City, the third arbitrator to the Board. The third arbitrator selected shall not be a resident of either Contracting City, and shall be a city manager or administrator. The arbitrator's expenses, not including counsel fees, incurred in the conduct of the arbitration, shall be divided equally between the parties to the arbitration. Arbitration shall be conducted in accordance with the Uniform Arbitration act, Chapter 572 of the Minnesota Statutes, and any decision shall be rendered within 60 days of appointment of the third arbitrator. Said arbitration shall be binding on both parties.

17. Special Fire Funds

In order to facilitate the accounting and reporting of all fire funds associated with the Annual Operating Budget, a Fire Operating Fund will be maintained by the City of Long Lake. No Major Equipment Fund will be maintained by the City of Long Lake on behalf of the Contracting Cities as a part of this agreement since under the provisions of Section 11 each Contracting City agrees to maintain an Equipment Fund on its own.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

18. Fire Services Joint Advisory Committee

Each Contracting City may appoint two volunteer members to a Fire Services Joint Advisory Committee and the name of such appointees shall be furnished to Long Lake. The Fire Services Joint Advisory Committee shall meet no less than four times per year to discuss and make recommendations regarding concerns or problems identified regarding the provision of fire service, and to periodically review budget updates. The Fire Services Joint Advisory Committee shall have the specific task of reviewing the Fire Department's operating and capital budget proposals for the next calendar year and arriving at a consensus Annual Fire Services Operating Budget and Annual Fire Services Capital Budget by August 15 of each calendar year.

19. Cost Sharing Formula

Each of the Contracting Cities receiving fire service from the Long Lake Fire Department shall pay a share of the costs of the Annual Fire Services Operating and Capital Budgets. The City's Budget Share will be based upon a formula, which takes into account the Market Value of the protected property and the fire department staff resources utilized to protect the property. The objective is to fairly allocate "insurance" type costs and "effort and variable" type costs. The Contracting Cities have agreed that 70% of the share allocation will be based upon Market Value and 30% upon fire department hours expended on calls to the City Fire Service Area.

19.1 Definitions:

A. City Fire Service Area is the area within a Contracting City provided fire protection under this contract. The City Fire Service Area for each Contracting City is shown in Appendix A (attached).

B. City Fire Service Area Market Value is the assessed market value of the property in the City Fire Service Area and is based upon the assessed market value for the year immediately preceding the budget year. The source of the assessed market value data shall be the Hennepin County Assessor's Office.

C. Total Service Area Market Value is the sum of the City Fire Service Area Market Values of all contracting cities.

D. City Market Percent is the percentage computed by dividing the City Fire Service Area Market Value by the Total Service Area Market Value and multiplying by 100.

E. City Call Hours is the total number of fire fighter hours expended in responding to calls in the City Fire Service Area as recorded by The Long

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Lake Fire Department during the preceding three year period measured from January 1 through December 31.

F. Total Call Hours is the total number of fire fighter hours expended in responding to calls in all contracting cities during the previous three-year period measured from January 1 through December 31.

G. Call Percent is the percentage computed by dividing the City Call Hours by the Total Call Hours and multiplying by 100.

H. City Budget Percentage is the percentage derived from the sum of the City Market Percent multiplied by 0.7 and the City Call Percent multiplied by 0.3.

19.2 Budget Share Computation:

City Budget Share is the City Budget Percentage multiplied by the Annual Fire Services Operating Budget and the resulting product divided by 100.

19.3 Formulae for Calculations

A. City Market Percent = (B x 100) / (C) percent

Where B = City Fire Service Area Market Value
C = Total Fire Service Area Market Value

B. Call Percent = (E x 100) / (F) percent

Where E = City Call Hours
F = Total Call Hours

C. City Budget Percentage = [(City Market Percent x 0.70) + (Call Percent x 0.30)]

D. City Budget Share = (City Budget Percentage /100) x (Annual Operating Budget less Major Equipment expenditures)

E. The City Budget Share of capital expenditures is determined under the provision of Section 11.

20. Termination of this Agreement

This Agreement shall be terminable only as follows:

1. For "Good Cause" by any city that desires to terminate its participation in the Agreement provided that such termination is preceded by a minimum of 36-

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

months notice. "Good Cause" shall mean, but is not limited to, a pattern of inadequate service quality; including inadequate response to call, inadequate training, and inadequate handling of calls; and/or a pattern of budget overruns.

2. For breach of contract;

3. By mutual agreement of all cities covered by the agreement.

4. City of Medina may terminate its participation in this Agreement without cause, subject to providing a twenty-four month notice of termination.

5. This agreement may be renegotiated or terminated by the cities to enable participation in a fire district or similar organizational arrangement.

21. Provision to adjust City Fire Service Area

During the period of this agreement a Contracting City may request that its City Fire Service Area be reduced or increased in size. Such a request must be made prior to July 1 of the Contract Year to allow time for preparing the Annual Fire Services Budget for the succeeding Contract Year. In the event that a Contracting City proposes an increase to its City Fire Service Area, the City of Long Lake in consultation with the Long Lake Fire Department shall have the right to limit the increase to assure that coverage at the service level provided under this agreement can be achieved by the Fire Department. The service area shall not be increased to the extent that it requires the purchase of additional equipment unless all parties to the contract agree. In the event that a Contracting City wishes to decrease and/or alter the location of its City Fire Service Area it may do so by specifying those changes in writing by July 1 of the year prior to the contract year with respect to which such change is to be effective.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Approved by the Cities of Long Lake, Orono, and Medina on the date first written above.

CITY OF LONG LAKE

MAYOR

ATTEST

CITY ADMINISTRATOR

CITY OF ORONO

MAYOR

ATTEST

CITY ADMINISTRATOR

CITY OF MEDINA

MAYOR

ATTEST

CITY ADMINISTRATOR, acting

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 2

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

ADDENDUM TO CONTRACT FOR FIRE PROTECTION

THIS CONTRACT is made and entered into this 12th day of December, 2011 between the **CITY OF LONG LAKE**, Hennepin County, Minnesota, and the **CITY OF ORONO,** Hennepin County, Minnesota (herein collectively the "Cities").

WHEREAS, the Cities previously entered into an "Agreement and Contract for Fire Protection" dated October 15, 2002 (hereinafter the "Fire Protection Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Cities also previously entered into a "Contract for Joint Ownership" of a new fire station located at 340 Willow Drive, Orono, Minnesota (hereinafter the "Long Lake Fire Station ") attached hereto as Exhibit "B"; and

WHEREAS, the Contract for Joint Ownership provides that at the time of completion of construction of the Long Lake Fire Station that Long Lake will be responsible for operating and maintaining the fire station, and that the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services provided from the fire station would be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place; and

WHEREAS, The Long Lake Fire Station has been built and is operational; and

WHEREAS, The Long Lake Fire Department is now providing fire services to the Navarre area of Orono; and

WHEREAS, The Long Lake Fire Station #2 has now been built in Navarre, and is operational; and

WHEREAS, the Cities desire to add an addendum to the existing Fire Protection Agreement to reflect the provision of fire services to the Navarre area of Orono, and the operational costs related to Fire Station No.2.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth the Cities do hereby agree as follows:

1. **FIRE STATION No. 2 OPERATIONS.** Long Lake agrees to oversee all activities and operations at Fire Station No. 2 under the same terms and conditions as previously agreed to in the existing Fire Protection Agreement. All references in the existing Fire Protection Agreement to the Long Lake Fire Station shall be extended to include Fire Station No. 2.

2. **COSTS AND EXPENSES.** Long Lake will be responsible for operating and maintaining the fire station, and the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

provided from the fire station will be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place.

3. **DEFINITIONS.** The Cities agree that "City Fire Service Areas" and the "Total Fire Services Areas" have changed to include the Navarre area of Orono, as indicated on the attached map.

4. **SERVICES TO BE RENDERED.** The Cities agree that Paragraph #2 of the existing Fire Protection Agreement is intended to include and cover the services and operations related to the Navarre area of Orono, and Fire Station No. 2.

5. **LONG LAKE OPERATIONAL RESPONSIBILITY.** The Cities agree that Paragraph #8 of the Existing Fire Protection Agreement includes responsibility for managing the operation of Fire Station No. 2.

6. **STATE FIRE AID ALLOCATION AGREEMENT** (2% insurance). The Fire State Aid allocation agreement has been amended to allocate the State Aid related to the Navarre area to the City of Long Lake.

APPROVED by the Cities of Long Lake and Orono on the date first above written.

CITY OF LONG LAKE

BY: _____
Its Mayor

AND _____ 12/07/11
Its City Administrator

CITY OF ORONO

BY: _____
Its Mayor

AND _____
Its City Administrator

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 3

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

CONTRACT FOR JOINT OWNERSHIP

THIS CONTRACT FOR JOINT OWNERSHIP entered into as of this _____ day of August, 2001, by and between the City of Long Lake (Long Lake), a municipal corporation, and the City of Orono (Orono), a municipal corporation.

RECITALS

WHEREAS, Long Lake and Orono are municipal corporations having certain statutory authority which includes, *inter alia*, the right to acquire, own, manage, sell, convey, lease, or otherwise dispose of real and personal property as required by the City's interests in accordance with the provisions of Minn. Stat. § 412.211, et seq.; and

WHEREAS, Long Lake has the authority to operate the Long Lake Fire Department for the mutual benefit of Long Lake, Orono, Medina, as well as other cities in accordance with Minn. Stat. § 438.01, et seq., as well as other applicable statutes; and

WHEREAS, Long Lake and Orono have on this date entered into a Settlement Agreement which requires the execution of this agreement; and

WHEREAS, Long Lake and Orono wish to provide for the joint ownership of the land and building upon which the New Long Lake Fire Station will be relocated and will form a Joint Fire Station Construction Committee to review and oversee the design and construction of the Replacement Fire Station.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, Long Lake and Orono agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the joint ownership of the land and building upon which the New Long Lake Fire Station will be relocated at 340 Willow Drive, Orono, Minnesota; and to establish a Joint Fire Station Construction Committee to oversee the design and construction of the New Long Lake Fire Station.

2. Definitions. The following terms shall have the following meaning for purposes of this Agreement:

a. "Replacement Land" shall mean approximately three acres of land located at 340 Willow Drive, Orono, Minnesota, upon which the Replacement Fire Station Building for the Long Lake Fire Department will be located.

b. "Replacement Fire Station" shall mean the New Replacement Fire Station Building to be constructed at 340 Willow Drive, Orono, Minnesota. A new building will be constructed to which the Long Lake Fire Department will be relocated as soon as the building is completed.

c. "New Fire Service Agreement and Contract for Services" (New Fire Service Agreement) shall mean an amendment of the Agreement and Contract for Fire Services as contemplated by this Agreement.

d. "Good Cause" for termination of this agreement shall mean, but is not limited to, a pattern of inadequate service quality, including inadequate response to calls, inadequate training, and inadequate handling of calls; and/or a pattern of budget overruns.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

3. Replacement Fire Station Land. The Replacement Fire Station Land shall be located at 340 Willow Drive, Orono, Minnesota. It is estimated that the Replacement Fire Station will require approximately three acres. The property shall be surveyed and a separate legal description prepared for the three acres upon which the replacement fire station shall be situated. The costs of surveying and obtaining the new legal description shall be paid out of the MnDOT settlement. The land will remain in Orono and Long Lake agrees to execute a covenant in recordable form to be prepared by Orono in which Long Lake agrees that it will not seek annexation of the land into the City of Long Lake. Orono shall take whatever reasonable action is necessary to apply for and obtain a property tax exemption for the replacement fire station land.

The Replacement Land shall be owned jointly by Long Lake and Orono. A deed shall be prepared identifying Long Lake and Orono as joint owners which shall be executed and recorded at the sole expense of Orono. Initially, the ownership interests shall be 60 percent to Orono, and 40 percent to Long Lake. The ownership interests shall change on a yearly basis, effective December 31, over the course of 20 years; so that at the end of 20 years the ownership interests shall be 50 percent Long Lake and 50 percent Orono. The interests of each shall change each year at the end of each year, commencing with December 31, 2001, at the rate of one-half of one percent to a total of 10 percent at the end of 20 years (December 31, 2020).

4. Replacement Fire Station. The Replacement Fire Station shall be located at 340 Willow Drive, Orono, Minnesota. It shall be identified as the Long Lake Fire Station

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

and shall consist of six bays and shall be between 19,100 and 20,100 square feet. The Fire Protection Agreements shall be amended to provide that Long Lake shall be responsible for the ongoing needs to operate and maintain the Replacement Fire Station. The costs associated with the operation and maintenance of the building, including utilities and insurance, shall be provided for in a new Agreement and Contract for Fire Protection, under the same cost-sharing formula as is currently in place.

Orono agrees that upon receipt of evidence that the MnDOT settlement check has been deposited in the Long Lake/Orono escrow account that it shall forthwith deposit an additional $680,000.00 into the same escrow account. In lieu thereof, Orono may defer depositing its $680,000.00 to a subsequent date which is on or before February 1, 2002, so long as it also deposits the additional interest that would have accrued on that amount had it been deposited on the same date as the MnDOT check. The $680,000.00, plus the $200,000 reimbursement for the cost of the replacement land, is intended to cover the shortfall between the MnDOT award and the current estimated costs of the replacement fire station building. The escrow account balance shall be used in its entirety to provide for the costs of the design and construction of the Replacement Fire Station for the Long Lake Fire Department. In the event that the entire amount of the escrow account balance is not used for the Replacement Fire Station, by reason of reduction in size of the proposed building, or for any other reason, the balance shall be owned 50 percent by Long Lake and 50 percent by Orono. Similarly, in the event that the cost of the Replacement Fire Station should exceed the MnDOT settlement, and the Orono contribution of $680,000.00 plus the $200,000.00

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

reimbursement for the cost of the Replacement Land, and all accrued interest, then Long Lake and Orono shall share equally in the cost of any additional shortfall for the cost to design and construct the Replacement Fire Station.

The Replacement Fire Station shall be owned jointly by Long Lake and Orono. Initially, the ownership interests shall be 60 percent to Long Lake, and 40 percent to Orono. The ownership interests shall change on a yearly basis, over the course of 20 years; so that at the end of 20 years the ownership interests shall be 50 percent Long Lake and 50 percent Orono. The interest shall change each year at the end of each calendar year, commencing with December 31, 2001 at the rate of one-half of one percent to a total of 10 percent at the end of 20 years (December 31, 2020).

5. Joint Fire Station Construction Committee. The cities of Long Lake and Orono shall appoint three representatives from each community to serve as representatives for the Joint Fire Station Construction Committee (Joint Committee). The Fire Chief of the Long Lake Fire Department will serve as a non-voting advisory member.

a. A Joint Fire Station Construction Committee (Joint Committee) shall be established which shall consist of three representatives of Long Lake and three representatives of Orono who shall be appointed by the City Councils of the respective cities. The City administrators from each City shall serve as representatives on the Joint Committee. The Fire Chief of the Long Lake Fire Department shall serve as a non-voting advisory member of the Joint Fire Station Construction Committee, unless appointed as one of the 3 voting members by either City. A City of Medina representative shall serve as a non-voting member of the Joint Committee. The City Administrators of Orono and Long Lake shall jointly chair the Joint Committee. Meetings of the committee shall be called by the chair or by a member of the committee making a request

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

for a meeting to the chairs. The chairs shall schedule the meetings upon reasonable notice.

b. The Joint Committee will operate by a majority vote of the six representatives. A majority shall require four affirmative votes.

c. The Joint Committee will be responsible to review and oversee the design and construction of the Replacement Fire Station. The Joint Committee shall utilize as technical advisors for the design and construction of the replacement fire station, an architect and owner's agent or construction manager. The Joint Committee shall determine the design and construction process to be used. The selection of the design and construction consultants by the Joint Committee shall require solicitation of requests for proposals from consultants. The Joint Committee shall make its selection from the competitive proposals.

6. Operation and Maintenance of Land and Building. Long Lake shall have the overall responsibility to oversee the operation and maintenance of the land and building upon which the Long Lake Fire Station is to be relocated. However, expenditures will require approval through the budgeting process set forth in the Amended Fire Protection Agreements.

Liability and fire and casualty insurance shall be carried on the Replacement Land and Replacement Fire Station, naming both Orono and Long Lake as insureds, in an amount determined to be sufficient by both cities based on the recommendations of the insurance agents of both cities; the costs of which insurance are to be shared in the same way as other operating costs under the Fire Service Agreement.

7. Term. This Agreement shall be effective upon the date of execution, and shall extend through December 31, 2020. It shall automatically extend for successive five

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

(5) year extensions unless one of the cities covered by this agreement serves notice of termination not less than three (3) years before the original termination date or the termination date of any subsequent extension. This Agreement may not otherwise be terminated except for any of the following reasons:

a. The express agreement of both cities to terminate the Agreement; or

b. The expiration of the term of the Agreement provided that the three-year notice of termination preceding the expiration of the term is given; or

c. An event that makes it unlawful for all or substantially all of the purpose of the Agreement, i.e. joint ownership of the land and building to be continued; or

d. For good cause as defined above; or

e. For material breach of this Agreement provided that the city seeking termination first provides the other city written notice and thirty (30) days to cure.

8. Restriction Upon Sale or Encumbrance of the Property or Interest. No city may sell, assign, transfer or encumber its interest in the Replacement Land or Replacement Fire Station or seek to condemn the interest of the other city by eminent domain without the express consent of the other city. Further, no sale, transfer, or encumbrance may occur except as expressly provided in this Agreement.

9. Rent and Depreciation. Because the Cities of Long Lake and Orono will jointly fund and own the Replacement Land and Replacement Fire Station, the Cities of Long Lake and Orono will not be responsible for paying rent or depreciation on the land or

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

building. Prior to initiating a rental or depreciation charge to the City of Medina, a twenty-four month notice will be provided.

10. Administration Fee. The Administration Fee shall be $17,200 in 2002, as set forth in the proposed operating budget under the Agreement and Contract for Fire Protection. The Administration Fee includes Long Lake's administrative overhead expenses. The Administration Fee may be adjusted from year to year through the Annual Fire Services Operating Budget review and approval process. The cost-sharing formula for the payment of the Administration Fee shall remain unchanged.

11. Notices. Any notice, request, demand, or other communication permitted or required shall be delivered or mailed to the following:

a. Long Lake: City Administrator, with a copy to City Attorney

b. Orono: City Administrator, with a copy to City Attorney

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

13. The parties agree to execute and deliver any and all instruments that may be necessary to carry out the intent and purpose of this Agreement, including without limitation, a recording of the major terms of this agreement on the deed for the Replacement Land.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

14. This Agreement may only be amended upon a writing executed by each of the parties hereto.

CITY OF LONG LAKE

Dated: By _____
Its Mayor

Dated: By _____
Its City Administrator

CITY OF ORONO

Dated: By _____
Its Mayor

Dated: By _____
Its City Administrator

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 4

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

CITY OF ORONO

Street Address:
2750 Kelley Parkway
Orono, MN 55356

Mailing Address:
P.O. Box 66
Crystal Bay, MN 55323

Telephone (952) 249-4600
Fax (952) 249-4616
www.ci.orono.mn.us

Long Lake City Administrator Scott Weske
City of Long Lake
450 Virginia Avenue
PO Box 606
Long Lake, MN 55356

Medina City Administrator Scott Johnson
2052 County Road 24
Medina, MN 55340

RE: NOTICE OF TERMINATION OF AGREEMENT AND CONTRACT FOR FIRE PROTECTION

Dear City Administrator Weske and City Administrator Johnson:

The City of Orono serves this **Notice of Termination** to terminate the Agreement and Contract for Fire Protection dated October 15, 2002, [hereinafter: Second Contract] pursuant to Sections 10 and 20. For your convenience, a copy of the Second Contract is attached. Sections 10 and 20 of the Second Contract provide the following:

> Section 10:
>
> 10. Term of this Agreement
>
> This Agreement covers the period January 1, 2002 through December 31, 2020. A contract year covers the period January 1 through December 31 of a calendar year.
>
> This Agreement will become effective upon ratification by the Contracting Cities. The terms of this agreement will be extended for a period of five years unless this Agreement is terminated as provided in Section 20 of the Agreement.
>
> Section 20:
>
> 20. Termination of this Agreement
>
> This Agreement shall be terminable only as follows:

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

1. For "Good Cause" by any city that desires to terminate its participation in the Agreement provided that such termination is preceded by a minimum of a 36-months notice. "Good Cause" shall mean, but is not limited to, a pattern of inadequate service quality; including inadequate response to call, inadequate training, and inadequate handling of calls; and/or a pattern of budget overruns.

2. For breach of contract;

3. By mutual agreement of all cities cover by the agreement.

4. City of Medina may terminate its participation in this Agreement without case, subject to providing a twenty-four month notice of termination.

5. This agreement may be renegotiated or terminated by the cities to enable participation in a fire district or similar organizational arrangement.

Accordingly, the City of Orono hereby notifies the City of Long Lake and the City of Medina that the Second Contract shall terminate on its expiration date of December 31, 2025.

Please contact me with any questions or concerns.

Sincerely,

Adam Edwards
City Administrator

CC: Long Lake City Attorney:
John Thames
Carson, Clelland & Schreder
6300 Shingle Creek Parkway, Ste. 305
Brooklyn Center, MN 55430

Medina City Attorney:
Ronald Batty
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street
Suite 700
Minneapolis, MN 55402

Enc. Agreement and Contract for Fire Protection

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 5

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

CITY OF ORONO

Street Address:
2750 Kelley Parkway
Orono, MN 55356

Mailing Address:
P.O. Box 66
Crystal Bay, MN 55323

Telephone (952) 249-4600
Fax (952) 249-4616
www.ci.orono.mn.us

April 13th , 2021

Long Lake City Administrator Scott Weske
City of Long Lake
450 Virginia Avenue
PO Box 606
Long Lake, MN 55356

RE: NOTICE OF TERMINATION OF CONTRACT FOR JOINT OWNERSHIP

Dear City Administrator Weske:

The City of Orono serves this **Notice of Termination** to terminate the Contract for Joint Ownership that commenced in August 2001 [hereinafter: First Contract] pursuant to Section 7. For your convenience, a copy of the First Contract is attached. Section 7 of the First Contract provides the following:

Section 7:

7. Term. This Agreement shall be effective upon the date of execution, and shall extend through December 31, 2020. It shall automatically extend for successive five (5) year extensions unless one of the cities covered by this agreement serves notice of termination not less than three (3) years before the original termination or the termination date of any subsequent extension. The Agreement may not otherwise be terminated except for any of the following reasons:

a. The express agreement of both cities to terminate the Agreement; or
b. The expiration of the term of the Agreement provided that the three-year notice of termination preceding the expiration of the term is given; or
c. An event that makes it unlawful for all or substantially all of the purpose of the Agreement, i.e. joint ownership of the land and building to be continued; or
d. For good cause as defined above; or
e. For material breach of this Agreement provided that the city seeking the termination first provides the other city written notice and thirty (30) days to cure.

Pursuant to Section 11 of the First Contract, all notices must be "delivered or mailed" to Long Lake: City Administrator with a copy to City Attorney.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Accordingly, the City of Orono hereby notifies the City of Long Lake that the First Contract shall terminate on its expiration date of December 31, 2025.

Please contact me with any questions or concerns.

Sincerely,

Adam Edwards
City Administrator

CC: Long Lake City Attorney:
John Thames
Carson, Clelland & Schreder
6300 Shingle Creek Parkway, Ste. 305
Brooklyn Center, MN 55430

Enc. Contract for Joint Ownership

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 6

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Larkin Hoffman ATTORNEYS

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, Minnesota 55437-1060

GENERAL: 952-835-3800
FAX: 952-896-3333
WEB: www.larkinhoffman.com

April 25, 2023

Mayor Dennis Walsh and Orono City Council
City of Orono
2750 Kelley Parkway
Orono, MN 55356

VIA U.S. MAIL AND EMAIL
(aedwards@ci.orono.mn.us)

Re: Orono's Breach of the Agreement and Contract for Fire Protection with the City of Long Lake

Dear Mayor Walsh and Orono City Council:

I have been retained by the City of Long Lake ("Long Lake") to pursue all remedies stemming from Orono's breach of the October 15, 2002 Agreement and Contract for Fire Protection, as amended ("Fire Service Agreement" or "Agreement"). The City of Orono's recent actions are a clear breach of the Fire Service Agreement, an anticipatory repudiation of the Agreement, and a violation of the implied covenant of good faith and fair dealing that is contained in every contract. To date, Orono's actions have caused the City of Long Lake damages, and if they continue, could affect the quality of fire services provided by Long Lake. If Orono does not immediately refrain from interference with Long Lake's duties in furnishing all firefighting services to Orono, Long Lake, Medina and Minnetonka Beach, Long Lake will be forced to bring an immediate action, and seek any and all monetary and equitable relief, including injunctive relief if appropriate.

The Agreement's term extends to December 31, 2025. Orono has sent letters expressing their intent to terminate their participation in the Agreement at that time. However, in the interim, Orono has acted in a manner that is in breach of the Agreement. First, despite being under contract with Long Lake for the next two years and eight months, in December 2022, Orono hired Long Lake's fire chief. This action was a breach of the Agreement because the Agreement specifically states that the Fire Chief of Long Lake shall have the sole and exclusive right and responsibility to prescribe the manner and method of giving an alarm for fire within the fire service area. Orono has no need for a fire chief before January 1, 2026.

Second, by using the knowledge and resources of the Long Lake Fire Department, Orono purchased a ladder truck that Long Lake was considering. Again, these actions were in direct breach of the Agreement's provisions that Long Lake is to furnish all firefighting services, rescue/medical services, and related fire protection services to Orono for the Total Fire Services Area. Because Long Lake is providing Orono's fire services, purchasing the ladder truck was a violation of the Agreement.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Third, Orono has approached the state Legislature regarding moving the present Fireman's Relief Association funding from the City of Long Lake to Orono. Under the express terms of the Agreement, the City of Long Lake is to assume all obligations with regard to the Firemen's Relief Association. This is a further breach of the Agreement.

Fourth, Orono has stated it will refuse to approve future Capital Budgets or future shared purchases under the current contract.

Each of these actions taken individually are a breach of the Agreement. However, as a whole, they are clear evidence of a repudiation of the Agreement, anticipatory ongoing breach of the Agreement before it expires in December 2025, and a violation of the covenant of good faith and fair dealing that is implied in every contract. There can be no reasonable explanation for Orono hiring a fire chief and purchasing a ladder truck three years before the expiration of the Agreement, or approaching the Minnesota Legislature about moving the Fireman's Relief Association over two and a half years before the expiration of the Agreement.

Long Lake's primary goal is to provide continued outstanding fire services to its member cities. With that in mind, Long Lake has had ongoing discussions with Orono on proposals to resolve this conflict. Long Lake will continue to work in good faith to the extent that it appears the goal of those discussions is a workable fire department that will service not only Orono and Long Lake, but Medina and Minnetonka Beach as well. However, should Orono continue with any future actions that will adversely affect Long Lake's ability to perform under the Agreement, it will immediately institute an action against Orono to compel Orono's performance under the Agreement, and to recover any and all damages available to it. By this letter, Long Lake expressly reserves, and does not waive, any of its rights under the Agreement and the Law.

Sincerely,

Christopher H. Yetka, for
Larkin Hoffman Daly & Lindgren Ltd.

Direct Dial: 952-896-3308
Email: cyetka@larkinhoffman.com

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 7

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

CAMPBELL KNUTSON
PROFESSIONAL ◆ ASSOCIATION

Elliott B. Knetsch
Joel J. Jamnik
Andrea McDowell Poehler
Soren M. Mattick
David S. Kendall
Jared D. Shepherd
Henry A. Schaeffer, III
Alina Schwartz
James J. Mongé, III
Jerome M. Porter
Leah C.M. Koch
Meagan K. Kelley
Benjamin J. Colburn
Cara A. McDonald
Jack S. Brooksbank
Cole A. Birkeland

Thomas J. Campbell*
Roger N. Knutson*
*Retired

May 8, 2023

Christopher H. Yetka
Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437

RE: **Letter to City of Orono dated April 25, 2023**

Dear Mr. Yetka:

My name is Soren Mattick, and I serve the City of Orono as its City Attorney. I have been provided with a copy of a letter you sent the City on behalf of the City of Long Lake, dated April 25, 2023. My office is working with my client to review this letter. It is the City's intention to comply with all its obligations under the 2002 Contract for Fire Protection. To ensure that the City can address any potential concerns, and given the potential threat of legal action and subsequent need for attorney-client privileged discussion, I will be discussing the letter with my client at a closed session as part of the May 22, 2023 regular City Council Meeting. I will provide further responses as needed after that discussion.

If you have any further immediate questions, feel free to contact me at (651) 234-6217.

Very truly yours,

CAMPBELL KNUTSON, P.A.

Soren M. Mattick
Orono City Attorney

SMM/jmo

Cc: Adam Edwards, City Administrator

Grand Oak Office Center I
860 Blue Gentian Road
Suite 290
Eagan, Minnesota 55121
Main: 651-452-5000
Fax: 651-234-6237
www.ck-law.com

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 8

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

ORONO FIRE NEEDS ASSESSMENT

James VanEyll

CITY OF ORONO 2750 Kelley Parkway

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Table of Contents

1.0 Executive Summary 4
1.1 Response Guidelines 4
1.2 Facilities, Apparatus and Equipment 5
1.3 Staffing 5
2.0 History of Fire Service in Orono 7
3.0 Evaluation of Current Conditions 11
3.1 Organizational Overview 11
3.1.1 Service Area and Infrastructure 11
3.1.2 Budgets and Finance 12
3.1.3 Emergency Response Type and Frequency 14
3.2 Management Components 16
3.2.1 Foundational Management Elements 16
3.2.2 Management Documents and Processes 16
3.2.3 Record Keeping and Documentation 16
3.3 Capital Assets and Capital Improvement Programs 17
3.3.1 Facilities 17
3.3.2 Apparatus 21
3.4 Staffing 22
3.4.1 Emergency Response Staffing 23
3.4.2 Personnel Policies and Processes 26
3.4.3 Relief Association 27
3.5 Fire and EMS Training Delivery 27
3.5.1 General Training Competencies 27
3.5.2 Training Program Management and Administration 27
3.6 Service Delivery and Performance 28
3.6.1 Service Demand 28
3.6.2 Resource Distribution 33
3.6.3 Response Performance 36
3.6.4 Mutual/Automatic Aid Systems 39
3.6.5 Community Risk Reduction 40

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

3.6.6 Fire and Life Safety Education 41
3.6.7 Fire and Life Safety Code Enforcement 41
3.6.8 Fire Cause and Origin Investigation 41
4.0 Community Risk Factors 42
4.1 Population Growth and Demographics 42
4.2 Community Risk Analysis 43
5.0 Future Service Delivery 46
5.1 Central Station Model 46
5.2 Multiple Station Model 46
5.3 Future Staffing 46
5.3.1 Career Fire Department 46
5.3.2 Combination Fire Department 47
5.3.3 Duty Crew Fire Department 47
5.3.4 Paid-On-Call (POC) Fire Department 48
5.4 Thresholds & Triggers – Determining When to Change the Staffing Model 48
6.0 Courses of Actions (COAs) 50
6.1 COA 1: Orono Assumes Control of Existing LLFD 50
6.2 COA 2: Taxable Fire District/Joint Powers Agreement 51
6.3 Course of Action (COA) 3: Orono Municipal Fire Department with POC Firefighters 52
6.4 COA 4: Orono Municipal Fire Department with Duty Crews and FTEs 52
7.0 Recommendations 54
7.0.1 Personnel 54
7.0.2 Facility 55
7.0.3 Apparatus and Equipment 55
7.0.4 Miscellaneous 55
7.1 Recommendations for 2023 56
7.1.1 Personnel 56
7.1.2 Facility 57
7.1.3 Apparatus & Equipment 57
7.1.4 Miscellaneous 59
7.2 Recommendations for 2024 59
7.2.1 Personnel 60

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

7.2.2 Facility 60
7.2.3 Apparatus & Equipment 60
7.2.4 Miscellaneous 61
7.3 Recommendations for 2025 62
7.3.1 Personnel 62
7.3.2 Apparatus & Equipment 62
7.4 Recommendations for 2026 and beyond 63
7.4.1 Facility 63
Annex A – Heat Maps 64
Annex B – Orono Fire Capital Plan 68
Annex C – Orono Fire Organizational Chart 69
Annex D – Timeline 70
Annex E – Management Component Charts 72
Annex F – Equipment Standards 76
Annex G – Emergency Response Staffing Charts 77
Annex H – Firefighter Health and Safety Information 79

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

1.0 Executive Summary

This needs analysis was compiled by the Orono Fire chief with assistance from the rest of the Orono staff and in consultation with the Orono Fire Negotiating Committee. The purpose of the analysis is to establish the future needs of Fire and Emergency Services for Orono residents and review various means of meeting those needs. This report provides analysis on the current state of Fire and Emergency Services in Orono and looks at how the city should prepare for the future.

Staff recommends the establishment of an Orono Fire Department based on the following:

- Establishment of a Suburban Response Standard
- An organizational structure consisting of a combination of full time, duty crew and paid on call firefighters
- A capital investment plan with sufficient funding to meet National Fire Protection (NFPA) guidelines within 10 years and then maintain the fleet and facilities into the future.
- Establish contracts with partner cities to provide them service were mutually beneficial but using a cost distribution model that is equitable.

The review of the current system identifies issues with systemic underfunding of capital and staffing deficiencies. The revenues set aside for capital investment have not kept pace with inflation. Due to this lack of funding, the department finds itself with an aging fleet and facilities that need many updates but no funding for either. Staffing has not kept pace with demand nor the expectations of the cities and citizens.

1.1 Response Guidelines

The first item Orono should address is establishment of response guidelines. Staff recommends that Orono Fire strive to achieve the Suburban Area Demand Zone, per NFPA 1720[1] or better, per NFPA 1710[2] if staffing stations. By adopting a response guideline, staff can better recommend staffing models that will meet and or exceed the guideline. Currently, there are no formally adopted response guidelines.

[1] NFPA 1720: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments; NFPA
[2] NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments; NFPA

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

1.2 Facilities, Apparatus and Equipment

There are many additions and changes to the facilities and equipment that need to happen so that the department can meet current and future needs. As we build the Orono Fire Department, we want it to be a model fire department for the area, that follows best practices, state and national standards. Staff recommends that the Orono Fire Department continue with the two-station model. This model requires a front out rescue pumper at each station and one reserve rescue pumper. The front out rescue pumper should be less than 15 years old and the reserve less than 25 per NFPA 1901[3]. We should have a ladder truck at the central/main station and a combination brush/medical response utility at each station. A tanker/tender at each station is a requirement due to a large response area where there is no municipal water supply within the City of Orono. One of these tanker/tenders could be shared use with the Orono Public Works Department. The department should have two fire boats. One needs to be docked on Lake Minnetonka for the summer and the other available to respond to smaller bodies of water, such as Long Lake. A fire/medical response 6x6 or UTV is required to respond to areas where our brush/medical utility isn't able to respond i.e., trails, wooded areas, marshes. Staff recommends that both 20-year-old engines be replaced with new rescue pumpers or used if they meet our specifications. A ladder truck was purchased by Orono and needs to be equipped and refurbished, which is currently in process. Staff recommends 2 new combination brush/medical utility trucks be purchased, one for each station. Staff recommends that a facilities study be commissioned. This facilities study can review both fire stations and recommend the imminent maintenance and upgrades to the latest standards. Both fire stations are at or over the 20-year mark and in need of multiple updates and maintenance.

1.3 Staffing

The greatest resource of the fire department is a well-trained and dedicated firefighter. The Orono Fire Department has a good call volume and has experienced an increase in call volume over the last few years. Recruiting and retaining POC firefighters has become increasingly difficult. This mirrors state, regional and national trends. Fire service analysts agree that the reason for this difficulty is due to demographics, culture, as well as the increased training and response demands on a firefighter. The Department could use a phased in approach of 4 Paid-On-Call (POC) or parti-time firefighters for a daytime duty crew. This would satisfy the issue of daytime response as we move towards our near-term goal of a full-time fire inspector and firefighter tech/admin. Both of these positions would respond to day time calls. The Duty Crew staffing model could look like the following: 4 duty crew firefighters would handle the majority of the calls for service during the week from 0600 – 1800 hours. 45% of our calls for the last 9 years occurred between 0600 – 1800 hours during the week even though this only accounts for

[3] NFPA 1901 Standard for Automotive Fire Apparatus; NFPA

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

36% of the hours in a week. In the near future modifications could be made at each fire station for crew and day rooms, the program should be expanded to 24 hour 7 days per week model, so that our response standards are met 24 hours a day 7 days a week. The recommendation is based on the City or Orono adopting a performance guideline of Suburban or better. These changes help our POC firefighters respond better and have less stress on their bodies when the pager goes into alert mode. It also allows the firefighters to schedule their time to be on call and not at the mercy of when calls occur. The biggest benefit of this staffing model is our citizens we serve. They will see an improved response performance.

DRAFT

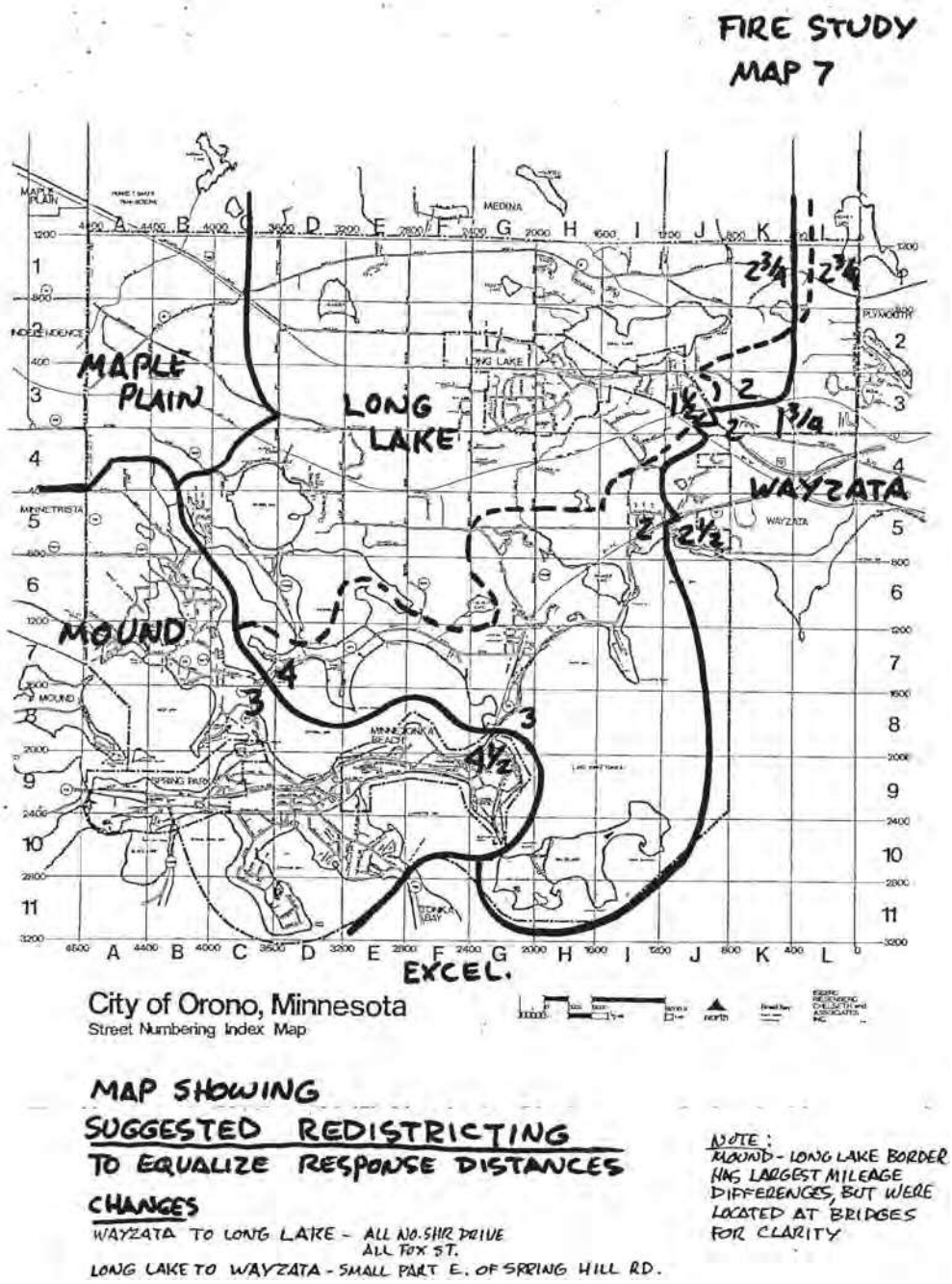
Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

2.0 History of Fire Service in Orono

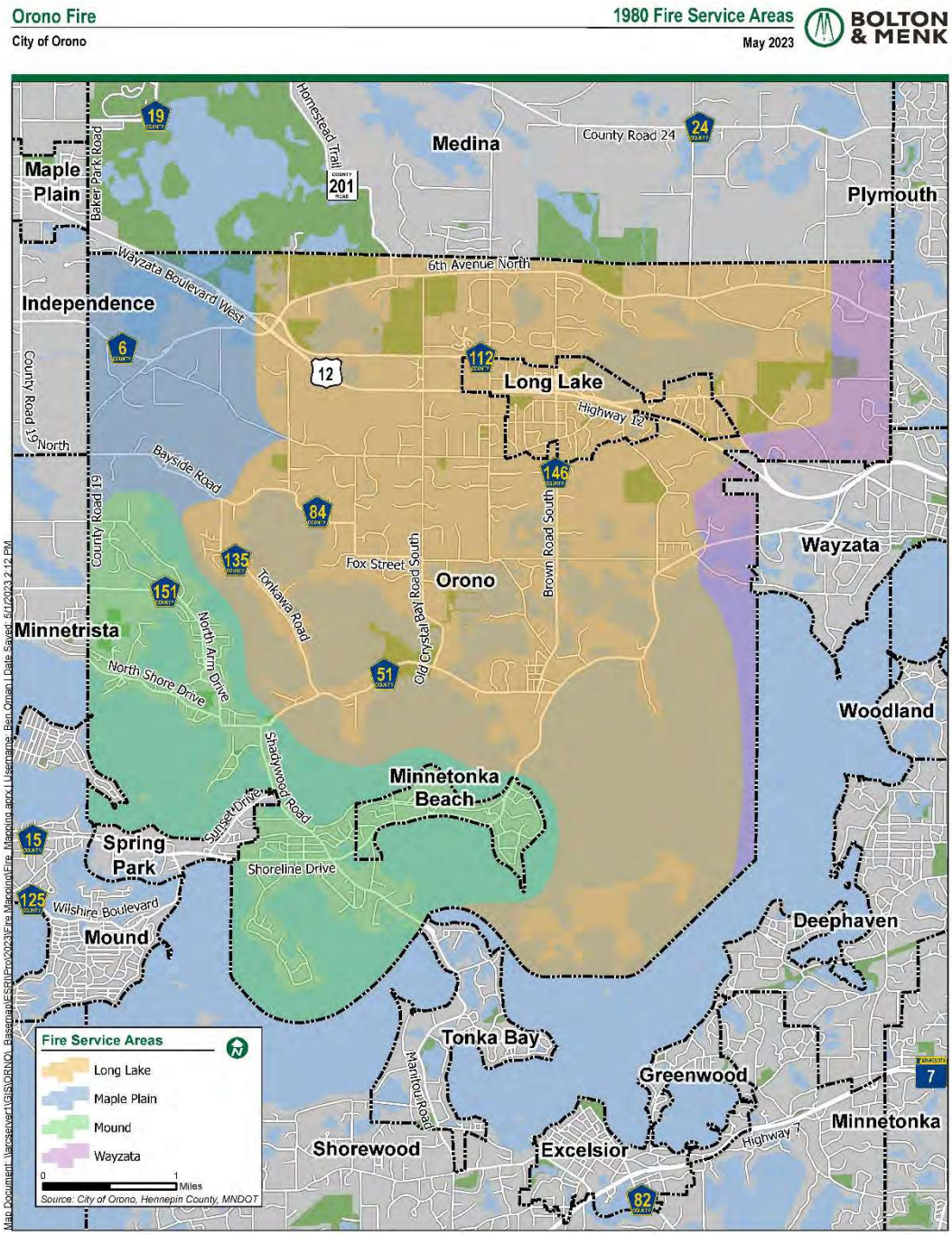
Orono has contracted for fire service either formally or informally since being an independent town in 1889. The City was incorporated in 1955 and the first formal fire contracts were developed and implemented in the 1960s. Orono has utilized up to 4 fire departments to supply coverage to the City of Orono and they were Maple Plain, Wayzata, Long Lake, Mound and Excelsior. Each of these departments are over 90 years old. Orono commissioned a fire response study in 1980. See Map 2 for a service boundary from the 1960s to the 1980 study.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

It was recommended that the boundaries between Long Lake and Wayzata change, see Map 7. Long Lake was able to respond quicker to some of the areas Wayzata Fire was covering due to Long Lake's new fire station. Also, the study suggested that Orono construct a fire station in the Navarre Area of Orono to improve response times.



Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



The above map was the boundaries for each fire service area until the 2002 contract.

In 2002, Orono, Medina and Long Lake entered into a long-term contract for fire service. Orono and Long Lake created a new fire station 1 with joint ownership between them. Orono consolidated down the Maple Plain Fire response area into the Long Lake's response area.

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Orono built fire station 2 in 2004 and added it to the long-term contract in 2007. Excelsior Fire opened and operated fire station two due to issues with leadership at Long Lake Fire with their paid-on-call fire chiefs. James Van Eyll was hired as the first full-time fire chief due to these leadership issues. Over the next 15-years, the City of Orono consolidated down their fire service area to just to the Long Lake Fire Department. In 2017, Orono expressed their interest in switching roles with City of Long Lake. Orono and Long Lake have been in negotiations since then. Orono hired a fire chief in December of 2022 and their initial task was a needs assessment of fire and emergency for Orono.

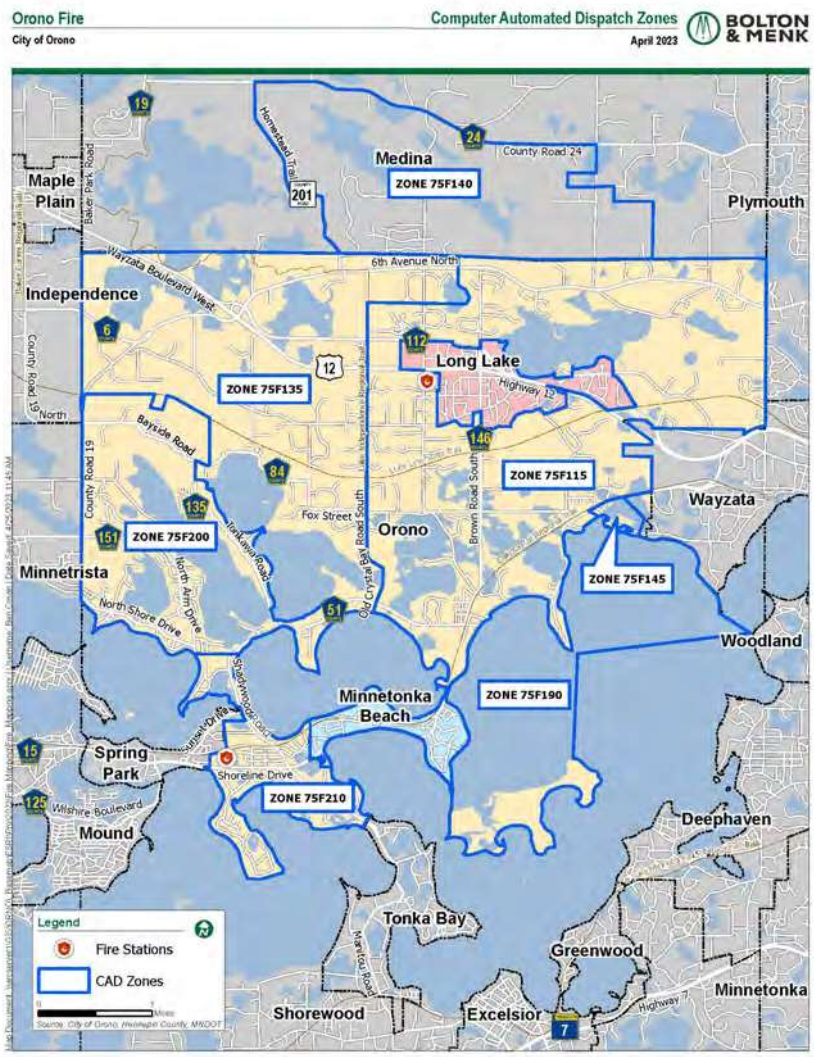
DRAFT

3.0 Evaluation of Current Conditions

3.1 Organizational Overview

The Organizational Overview provides a summary of the current delivery of Fire and EMS Services to the City of Orono. The data was gathered from the information submitted to the Minnesota State Fire Marshall's Office by the Long Lake Fire Department. Fire and emergency medical services are provided by the Long Lake Fire Department through a contract for service with the City of Long Lake. The following map shows the coverage area for the Long Lake Fire Department, which also provides services to the Cities of Long Lake, Medina and Minnetonka Beach.

3.1.1 Service Area and Infrastructure



Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

The service area consists of 33 approximate square miles of that the City of Orono is 23.98 square miles or 72.67% of the service area. Orono is 15.92 square miles if you remove the lakes. The Long Lake Fire Department serves a population of 11,301 of that the City of Orono population served is 8,315 or 73.58% of the population.

Following is a summary of the Long Lake Fire Department's service areas and service delivery infrastructure.

	Long Lake Fire Department
Agency Type	Municipal fire department with Full-time Chief and paid-on-call (POC) firefighters
Area, Sq Miles	+/-33
Headquarters	340 Willow Drive N Orono, MN
Fire Stations	2
Population Served	11,301
Service Delivery Infrastructure	
Emergency Vehicles	
Engines	2
Engine, reserve	1
Utility/Brush	3
Water Tender	2
Light Rescue	1
Heavy Rescue	1
Boat	2
Command	2

The area served by the Long Lake Fire Department includes the City of Orono, a portion of Medina and City of Minnetonka Beach.

3.1.2 Budgets and Finance

Property taxes are the primary source of funding for emergency services. Other funding sources include state and federal grants, rental income, fee for service, fundraisers, donation,

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

etc. This funding is used to purchase the necessary equipment to fulfill the mission and run the day-to-day operations.

In the current economic situation, fire departments are seeing increasing expenditures and a disruption in the supply chain has increased lead times for equipment and apparatus. This has led to a difficulty to maintain the current delivery of service to the community, which has led to the request for more funding to adequately supply the expected levels of services. The following is a summary of the Long Lake Fire Department's revenues, budgeted expenditures and capital for 2023.

Long Lake Fire Department						
Municipality	Orono	Long Lake	Medina	Minnetonka Beach*	Other**	Totals
2023 Fire Revenue	$ 543,963	$ 64,054	$ 33,775	$ 58,680	$ 8,648	$ 709,120
2023 Fire Expenditures	$ 543,963	$ 64,054	$ 33,775	$ 32,610	$ 8,648	$ 683,050
2023 Capital Allocation	$ 87,302.80	$ 10,279.40	$ 5,417.80	$ -	$ -	$ 103,000
Totals	$ 631,265.80	$ 74,333.40	$ 39,192.80	$ 58,680.00	$ 8,648.00	

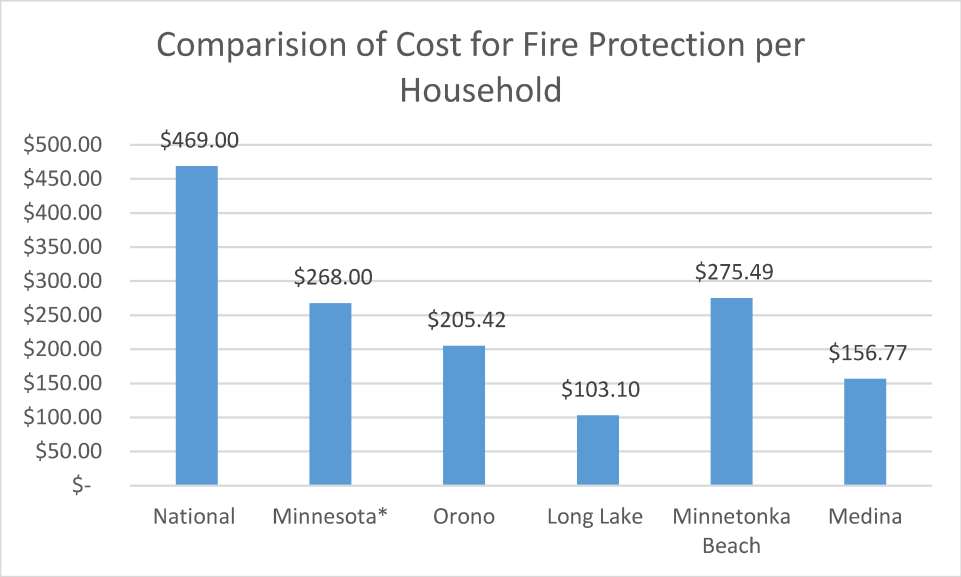
*Minnetonka Beach has a separate contract for service

**Other revenue listed is from Minnesota Board of Firefighter Training and Education (MBFTE) and rental income

The City of Orono cost for fire protection is below state and national rates. Please see the graph below. These numbers for Minnesota and the National Rates are from a study done by the Minnesota Center for Fiscal Excellence.

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



* A Kare 11 News report from 2019 shows that Minnesota is 48th out of the 50 states in spending on the fire service.

This doesn't simple state that the City of Orono or the others are underpaying for fire protection. This comparison is one of several factors to review. Another is the level of service provided to the community and the community's satisfaction with the level of service along with adequate facilities and apparatus. Improving the level of service and correcting the underfunded capital will create additional funding needs that could result in higher tax rates to support the system.

Minnesota usually is in the bottom 10% national in spending on the fire service. As a comparison from fiscal year 2020, Minnesota ranks 20th in K-12 education spending, 16th for parks and 11th for police.

3.1.3 Emergency Response Type and Frequency

The Long Lake Fire Department responds to many different calls for service each year. Most of the incidents are medicals and alarms. Below is the breakdown for the past five years of calls for the Long Lake Fire Department. 431 calls in 2022 is the most since 2011 when LLFD responded to 432 calls.

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Incident Type	2022	2021	2020	2019	2018
100 Fire	29	28	30	24	31
200 Overpressure Rupture, Explosion, Overheat (no fire)	2	0	1	0	0
300 Rescue & Emergency Medical Service Incident	136	120	93	123	120
400 Hazardous Condition (No Fire)	62	57	41	65	72
500 Service Call	11	22	21	19	18
600 Good Intent Call	103	85	88	100	99
700 False Alarm & False Call	88	86	88	83	74
800 Severe Weather & Natural Disaster	0	2	2	1	0
900 Special Incident Type	0	0	0	0	0
Total Incident Count	431	400	364	415	414

Below is a breakdown for the past five years of calls that occurred in the City of Orono.

Incident Type	2022	2021	2020	2019	2018
100 Fire	17	13	15	12	13
200 Overpressure Rupture, Explosion, Overheat (no fire)	2	0	1	0	0
300 Rescue & Emergency Medical Service Incident	95	82	66	83	86
400 Hazardous Condition (No Fire)	48	43	37	42	64
500 Service Call	5	16	14	14	17
600 Good Intent Call	79	64	68	73	88
700 False Alarm & False Call	65	65	67	55	59
800 Severe Weather & Natural Disaster	0	2	2	1	0
900 Special Incident Type	0	0	0	0	0
Total Incident Count	311	285	270	280	327
% of Total LLFD Calls	72%	71%	74%	67%	79%

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

3.2 Management Components

The common challenge for fire service leaders is effective fire department management. Today's fire department must address management complexities that include effective organizational structure, volunteer or paid-on-call personnel (POC), adequate response, maintenance of competencies and a qualified workforce.

The effective management of the fire department needs to be based on a number of components. The fire department should start with the organization's mission, vision and values which should align with the City's. A mission statement expresses the core reason for an agency's existence. A vision statement expresses where the organization wants to go in the near-term future. The values express how the members of the organization are going to treat each other on the journey to achieve the vision. These three core elements are all contained in a strategic plan. A strategic plan is typically a five-year work plan for the organization with goals and objectives. As Fire Chief of the Long Lake Fire Department, I created all of the above management components.

3.2.1 Foundational Management Elements

The next steps are the essential foundational elements such as rules, regulations, standard operating procedures or guidelines along with department policies and operational documents. Then the development of internal and external communication practices and recordkeeping are implemented and maintained. These foundational elements allow an organization to move forward in an organized and effective manner. As Fire Chief of the Long Lake Fire Department, I developed and implemented all foundational management elements.

3.2.2 Management Documents and Processes

To be an effective organization, a department should establish the appropriate documentation, policies, procedures and guidelines. Processes must also be established to address the flow of information and communication within the fire department as well as with the citizens it serves.

As Fire Chief for the Long Lake Fire Department, I established new and improved policies, procedures and guidelines. Also, I created processes to establish the flow of communication and information within the department.

3.2.3 Record Keeping and Documentation

Accurate record keeping is a must for any organization. As Fire Chief for the Long Lake Fire Department, I updated and improved all record keeping and documentation.

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

3.3 Capital Assets and Capital Improvement Programs

Three basic resources are required to successfully carry out the mission of the fire department. They are trained personnel, facilities and firefighting equipment/apparatus. It is impossible for the fire department to deliver services effectively without the appropriate capital equipment and funding to plan and maintain it.

3.3.1 Facilities

Fire facilities or stations play an integral role in the delivery of emergency services for a number of reasons. The station's location will dictate, to a large degree, response time to emergencies. Longer response times can mean the difference between confining a fire to a single room and losing the structure or survival from sudden illness or injury. Fire stations also need to be designed to house sufficient personnel, equipment and apparatus; as well as meet other needs of the organization and its personnel.

Consideration should be given to a fire station's ability to support the department's mission as it exists today and how it will exist in the future. One needs to examine the activities that take place within a fire station to ensure the structure is adequate now and plan for the future. Examples of these may include:

- The housing and cleaning for apparatus and equipment
- Decontamination areas for firefighters and PPE
- Residential living and sleeping space for on-duty personnel
- Administrative and management offices with adequate technology
- Training and classroom areas
- Firefighter fitness and recovery areas
- Emergency Operations Center

The City of Long Lake operates the fire department out of 2 fire stations. The Willow Drive Fire Station serves the northern portion of the service area and is located at 340 Willow Drive North in Orono. The Navarre Fire Station, located at 3770 Shoreline Drive Orono serves the southern portion of the service area.

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Willow Drive Fire Station is one of two fire stations operated by the Long Lake Fire Department. It houses the administrative offices and serves as the main fire station. The facility includes 6 double pass-through bays along with offices and a medium sized training room. It does have showers, a small, separate locker room for each gender, a kitchen and workout room. It is co-owned by Orono and Long Lake.

There are no 24-hour crew quarters at the station, nor is there room to add them without a major remodel. It is currently not set up for the best practices of carcinogen containment nor does it have an exhaust removal system. The roof is in need of replacement due to constant leaks that have been patched. It is in need of a technology upgrade for improved Wi-Fi coverage, a station alerting system and improved communication speakers throughout. Orono and Long Lake share ownership of this building.

Willow Drive Fire Station	
Physical Address	340 Willow Drive North
Date of Construction	2003
Auxiliary Power	Generator, Diesel
Condition	Fair
Special Considerations	Adequate storage, ADA Accessible, Dual Gender Appropriate.
Square Footage	19,000
Facilities Available	
Exercise/Workout	Yes, separate room with good equipment
Kitchen	Yes, adjacent to lounge area
Crew Quarters	No crew rooms
Lockers/Showers	Yes, but not enough for staff
Training/Meetings	Yes

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Technology	Yes, but needs updates
Washer/Dryer	No washer but a dryer
Gear Extractor/Dryer	Yes, but extractor is 20 years old
Safety and Security	
Sprinkler System	Yes
Smoke Detection	Yes
Security	Yes
Apparatus Exhaust System	No
Units/Staffing Levels Assigned	Apparatus list follows. All units staffed via Paid-On-Call firefighters

The Navarre Fire Station is the second of two fire stations operated by the Long Lake Fire Department. The station consists of 2 double-depth apparatus bays along with two offices and a small training room.

There are no 24-hour crew quarters, nor is there room to put them in without a major remodel. This smaller station doesn't have a locker room. It also lacks an exercise room, although the firefighters turned the lounge area into a workout area with donated equipment. The Navarre Fire Station does have issues with the HVAC on a regular basis. It is currently not set up for the best practices of carcinogen containment nor does it have an exhaust removal system. It is in need of a technology upgrade for improved Wi-Fi & radio coverage, a station alerting system and improved communication speakers throughout. Orono owns the building outright but contracts with the City of Long Lake to operate and maintain it.

Navarre Fire Station	
Physical Address	3770 Shoreline Drive
Date of Construction	2003

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Auxiliary Power	Generator, Natural Gas
Condition	Fair
Special Considerations	Adequate storage, ADA Accessible, Dual Gender Appropriate.
Square Footage	6,900
Facilities Available	
Exercise/Workout	Yes, in lounge room
Kitchen	Yes, adjacent to exercise area
Crew Quarters	No crew rooms
Lockers/Showers	Yes, but not enough for staff
Training/Meetings	Yes, but small
Technology	Yes, but needs updates
Washer/Dryer	No washer but a dryer
Gear Extractor/Dryer	Yes, but extractor is 20 years old
Safety and Security	
Sprinkler System	Yes
Smoke Detection	Yes
Security	Yes, no cameras
Apparatus Exhaust System	No
Units/Staffing Levels Assigned	Apparatus list follows. All units staffed via Paid-On-Call firefighters

Firefighters are at a significantly higher risk than the general population to develop cancer (21% higher colon cancer risk, 39% higher skin cancer risk, 102% higher testicular cancer risk, etc.)[4]. This risk is a direct result of their firefighting activities – they are frequently exposed to highly toxic and carcinogenic compounds at the fire scene, and they bring those compounds back to the fire station on every hose, ladder, fire truck and piece of personal protective equipment that was anywhere near the fire. In addition, operating diesel fire trucks inside the fire station has resulted in massive amounts of diesel particulates permeating the apparatus bay (one large study showed a typical apparatus bay has concentrations 16 times above EPA Standards). While Long Lake Fire has made every effort to not allow the diesel trucks to idle inside the bays, just starting and moving them results in large amounts of particulates released into the air. Both the fireground toxins and the diesel particulates are so small that they hang suspended in the air for long periods of time, so the risk does not go away between calls but rather is consistent every time the apparatus bay is entered. Apparatus Bays are not a safe place to work, not a safe place to store equipment and supplies, and not a safe place to walk through to gain access to adjoining spaces. Any adjoining space that is not properly protected through air

[4] Taking Action Against Cancer in the Fire Service, www.firefightercancersupport.org

pressure differentials and air locks also becomes contaminated. The increase risk of cancer becomes a major factor in evaluating the functionality of a fire station.

3.3.2 Apparatus

Fire apparatus and boats are unique and expensive pieces of equipment customized to operate for our community and defined mission. Apparatus must be reliable to transport firefighters and equipment rapidly and safely to an incident scene. Such vehicles must be properly equipped and function appropriately to ensure that the delivery of service is not compromised. For this reason, they are very expensive and have longer lead times. They also offer little flexibility in use and reassignment to other missions.

The vehicles listed below are well maintained but in varying degrees of condition. Long range capital planning is a challenge in today's economy. Pricing and lead times have increased significantly. The larger problem is the limited funding for capital purchases in the current contact.

Long Lake Fire Department									
Apparatus Number	Type	Year	Life Expectancy	Make and Model		Condition	Pump Capacity	Tank Capacity	Ownership
B11	Boat	2004		Lake Assault		Good	1000	N/A	Long Lak
	B12	Boat	2020		Zodiac Pro 5.5	Excellent	Portable	N/A	Long Lak
	CMD	Command	2022	7/100K	Chev Tahoe	Excellent	N/A	N/A	Oron
	Cmd1	Command	2013	7/100K	Chev Tahoe	Fair	N/A	N/A	Orono
	Cmd2	Command	2022	7/100K	Chev Tahoe	Excellent	N/A	N/A	Orono
	E11*	Engine	2004	20	Kenworth/Pierce	Poor	1250	1000	Orono
	E21*	Engine	2003	20	International/Pierce	Fair	1250	1000	Oron
	E22	Engine	2017	20	Spartan/Toyne	Excellent	1500	1000	Orono
	L1	Ladder	2012	25	Pierce	Good	2000	400	Oron
	R12	Heavy Rescue	2003	10	Sterling	Good	N/A	N/A	Orono
	R21	Light Rescue	2003	10	Ford 550	Good	N/A	N/A	Oron
	T11	Tender	2009	25	Freightliner	Excellent	N/A	3500	Orono
	T12	Tender	2001	25	Sterling	Fair	N/A	2000	Orono
	U11*	Grass/Medical	1998	10	Ford F350	Fair	190	200	Orono
	U12	Grass	2015	10	Polaris Ranger	Good	70	70	Long Lak
	U21*	Grass/Medical	2000	10	Ford F250	Good	Unknown	75	Long Lak

*Non-complaint with NFPA Standards

Due a lack of capital funding, the current fleet is aged and some vehicles are at or near their end of life according to NFPA. Annex D of NFPA 1901[5] includes life cycle recommendations regarding frontline and reserve apparatus. The standard recommends that apparatus should provide 15 years of frontline service and then be turned over for reserve status. The annex further recommends that apparatus that are more than 25 years old be retired from the vehicle

[5] NFPA 1901: Standard for Automotive Fire Apparatus; NFPA

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

fleet. Reviewing the above fleet, the fire department should have 2 frontline engines and one reserve. Currently one apparatus is at the 25-year mark and in need of replacement. There will need to be a significant investment in the fleet over the next 5 to 10 years regardless of who is operating the fire department. This investment may need to be sooner due to the ever-lengthening lead times for fire equipment, PPE and apparatus. Common life expectancy for types of apparatus are as follows; Engine/Pumper 20 years, Ladder 25 years, Tanker/Tenders 25 years, Rescue 10 years, Utility 10 years, Staff 7 years or if a vehicle is over 100,000 miles.

3.4 Staffing

LLFD is made up of a full-time fire chief and paid on call firefighters. Combination departments consider administrative personnel as primary daytime responders. LLFD is organized and resourced to have 50 paid on call firefighters. At the end of 2022, LLFD had a total of 42 paid on call firefighters split between the two stations for their operational and administrative staff.

The most valuable asset for the fire department is our personnel. The United States depend on 1.1 million firefighters, of those approximately 812,000 are volunteer/paid on call (POC). The US reached a low of volunteer firefighters in 2011. There has been a slow increase since then but the growth isn't enough to meet the steady increase in call volume. Managing POC personnel to achieve maximum efficiency, professionalism and personal satisfaction is as easy as full-time personnel. Consistency, fairness, safety and opportunities for personal and professional growth are key values in a healthy management culture. These values are important when the organization relies on the participation and support of a "volunteer" workforce. POC personnel will leave if they don't feel valued and/or experience personal satisfaction from their participation.

Several national organizations recommend standards to address staffing issues. The Occupational Health & Safety Administration (OSHA) Respiratory Protection Standard and the National Fire Protection Association (NFPA) Standard 1710 or 1720 are frequently cited as authoritative documents. [6] [7] [8] In addition, the Center for Public Safety Excellence (CPSE) publishes benchmarks for the number of personnel recommended on the emergency scene for various levels of risk.

Currently, there are no formal adopted standards but LLFD is achieving the Rural Area Demand Zone. Adopting formal guidelines for response standard is critical for a modern fire

[6] Respiratory Protection Standard 29 CFR 1910.134; Occupational Health & Safety Administration.
[7] NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, to the Public by Career Fire Departments; NFPA.
[8] NFPA 1720: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments; NFPA.

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

department. Orono falls within the Suburban Area Demand Zone and Long Lake falls withing the Urban Area Demand Zone.

Demand Zone	Demographics Pop per Sq Mi	Minimum Staff to Respond	Response Time (minutes)	Meets Objective (%)
Urban Area	>1000	15	9	90
Suburban Area	500 - 1000	10	10	80
Rural Area	<500	6	14	80
Remote Area	Travel Distance >= 8 mi	4	Directly dependent on travel distance	90
Special Risks	Determined by AHJ	Determined by AHJ based on risk	Determined by AHJ	90

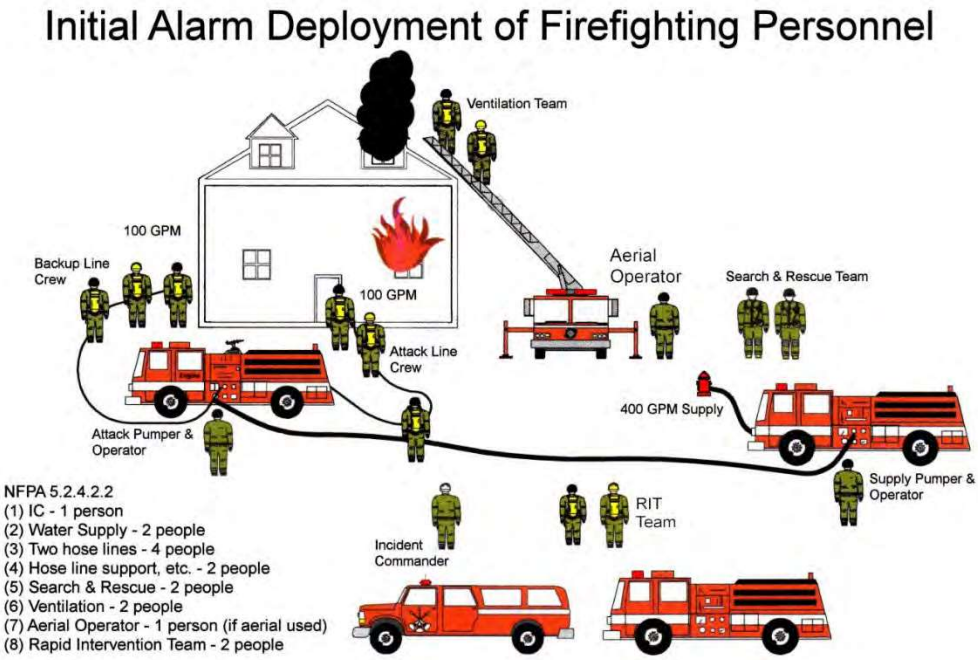
3.4.1 Emergency Response Staffing

Staffing levels are set by the worst case and most personnel intensive emergency response. In order to mitigate incidents, you need properly trained staff of emergency responders with the proper equipment and apparatus to respond. Insufficient staffing increases the risk of injury to all involved with the incident and will decrease the effectiveness of the response.

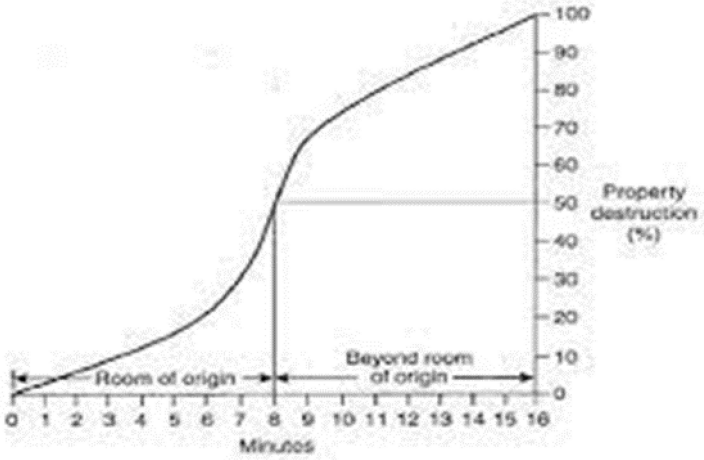
Responding to a fire incident, the department needs 15 to 16 responders in various roles on the scene to make an interior attack. The 15 to 16 responders all have specific roles to play on the incident scene and should be paged in the first alarm. Please see the illustration below for a breakdown of the roles.

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



The first 5 minutes of an incident will dictate how the next 5 hours will go, so it is imperative to set up incident command (IC) within the initial minutes of the incident. That IC can be the first arriving officer with the engine or the Chief/Duty Officer responding in the command vehicle. The most crucial period for fire suppression is the first 15 minutes. If the crews are not able to put water on the fire and establish an uninterrupted supply of water, then it is less likely to achieve the desired results. Please see the Fire Propagation Curve below.



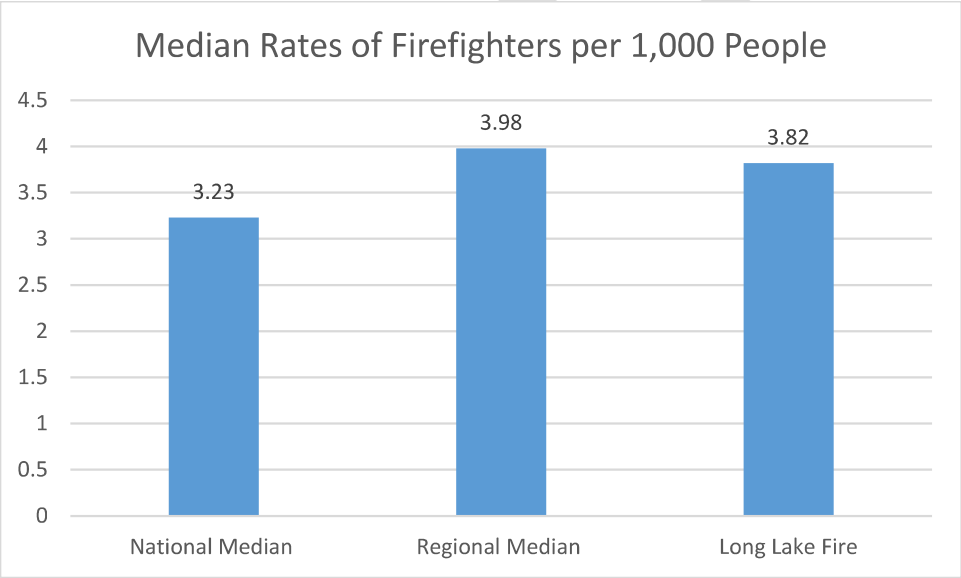
Fire Propagation Curve.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

The general concept of the first 15 minutes can be applied to other incident types such as rescue and medicals. Critical tasks must be conducted in a timely and orderly manner in order to bring calm to the chaos. The fire chief is ultimately responsible for assuring that responding companies/firefighters are capable of performing the tasks assigned to them in a prompt, efficient and safely.

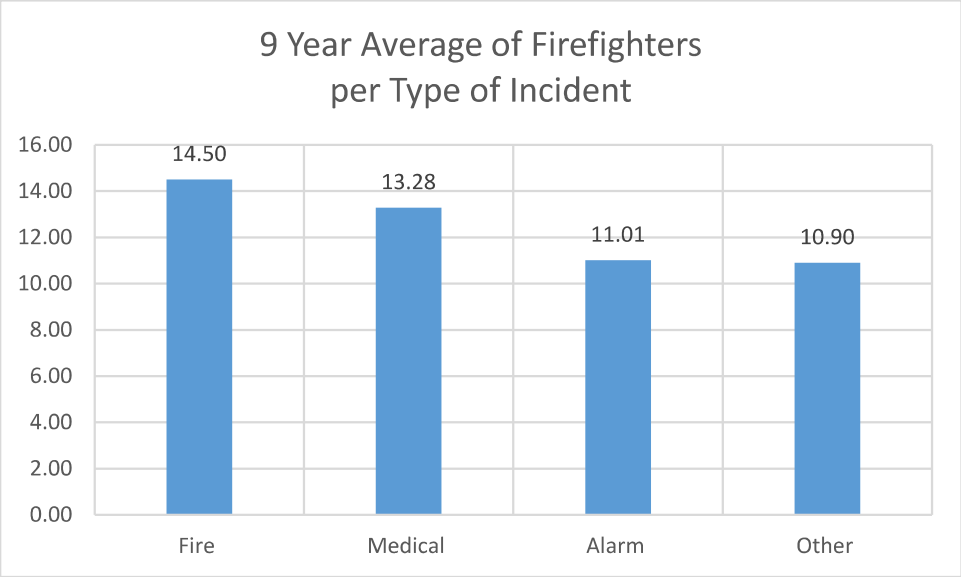
Staffing for an auto crash with extrication would be 13 responders, while staffing for an EMS incident would only be 4. Please see Annex G for the breakdown of their roles.

Another way to see how many firefighters are needed is to review the national and regional rates of firefighters per 1,000 people. The Long Lake Fire Department falls within the regional and is above the national median. The graph below illustrates this



This comparison doesn't necessarily translate into the ability to generate sufficient personnel for incident response. It is not surprising that the region and LLFD are above the national median. The upper Midwest has the highest amount of volunteer or paid on call firefighters. The following graph shows LLFD's ability to generate its own personnel for each type of call on average for the past 9 years.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



To do an interior attack on the fire a fire department should have 15 - 16 firefighters on scene but for the other types of calls you need less. The City of Long Lake pages each station on weekdays from 0600 – 1800 hours to assure an adequate response of personnel for the calls for service, especially at Station 2. This leads to inefficiencies as shown in the graph above. Medicals, over the last 9 years make up 35% of all calls to Orono and Alarms are 36%. Fire calls only make up 10% of the total calls over the same time period.

Station 2 daytime response performance is masked by paging both stations for day time calls. Station 2 over the last few years averages less than 4 firefighters per Orono daytime calls. Station 2 produces less than 2 firefighters for daytime calls 10% of the time. Their average turnout time is 7:45 and the average on scene time is 13:08 as compared to the overall average turnout time of 6:10 and average on scene time is 10:51

3.4.2 Personnel Policies and Processes

The Long Lake Fire Department has a contemporary personnel policy manual. They provide training on these policies to the firefighters. LLFD uses Lexipol® web-based policy management service since the City of Long Lake's policy manual is outdated.

Recruiting, selecting and retaining firefighters takes considerable investment of time, effort and money to ensure high quality employees work in the organization. Gone are the days of hiring anyone who walks through the front door. Selecting the best candidates that fit within the department and its culture requires deliberate and comprehensive evaluation. It has been a challenge to recruit and retain firefighters the past few years at LLFD.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

3.4.3 Relief Association

The Long Lake Fire Department Relief Association manages the pension fund which is invested with the State Board of Investment. The lump sum benefit level is $7,000 per year of service as of 1/1/2022. The vesting schedule is 60% at 10-years and 100% at 20-years. The benefit level is funded by the rates of return on investments and fire state aid. In my 15-years as Fire Chief at Long Lake, the cities didn't contribute any extra funds for the firefighter's pension. Orono makes up approximately 2/3 of the fire state aid.

3.5 Fire and EMS Training Delivery

Training and education of personnel are critical functions for a fire department. Emergency personnel are at risk and emergency outcomes are compromised without quality and comprehensive training programs. Initial, ongoing, and high-quality training and education is critical for a fire department effectiveness and the safety of its personnel.

The training of the newly hired firefighter requires a structured recruit training and testing process. Once the initial training is complete, personnel need to be actively engaged on a regular basis to ensure skills and knowledge are maintained. Training programs must go beyond simply fulfilling mandatory hours. Emergency services training officers must ensure that firefighters are not only competent, but also self-confident in the variety of skills necessary to perform effectively. Firefighting and EMS skills and knowledge are perishable. This is why it is important to have a good instructor or two within the organization. Or have access to resources and funds to bring in outside experts. The training should be set up in a way that if follows a prescribed lesson plan that meets specific objectives.

3.5.1 General Training Competencies

Training must be based on standards to be effective. In Minnesota, the fire standards are established through the Minnesota Board of Firefighter Training and Education (MBFTE) along with the Minnesota State Certification Board. The national fire standards are found in NFPA and the International Fire Service Training Association (IFSTA). Medical standards are established by the National Emergency Medical Services. The Long Lake Fire Department does an excellent job of following and training to the standards.

3.5.2 Training Program Management and Administration

A training program needs to be well managed to be effective. The program should include training administration, recordkeeping, training facilities and resources, general training competencies and training methodologies. A paid-on call training officer has their hands full with normal scheduled training and they have little time to address the administrative support and the development of the program guidance such as training planning, goals and defined

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

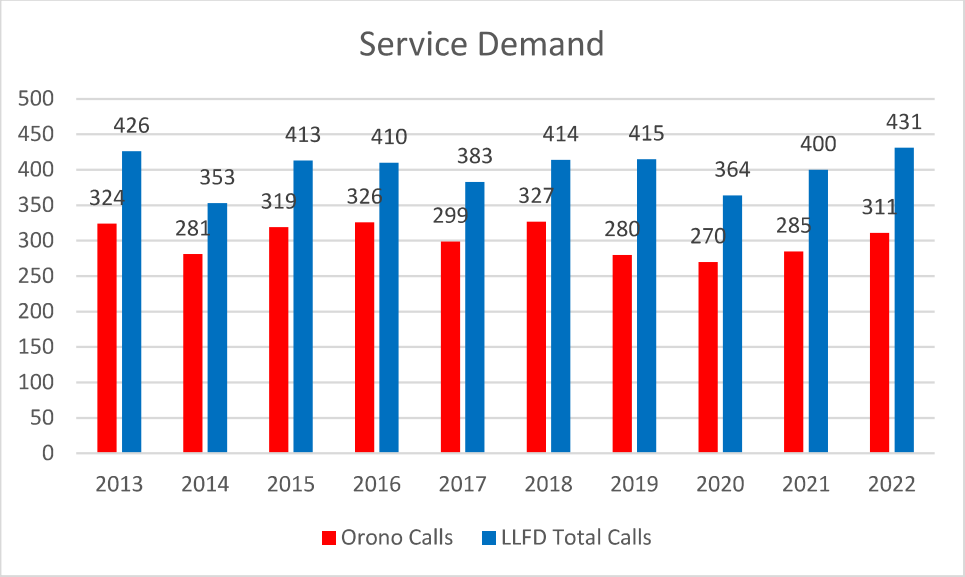
objectives. This is where a full-time training officer or contracted company for training would further enhance the program.

3.6 Service Delivery and Performance

Response is the most visible part of the emergency service system. When someone calls 911, their expectation is that they receive a quick response by qualified personnel to assist them with their emergency.

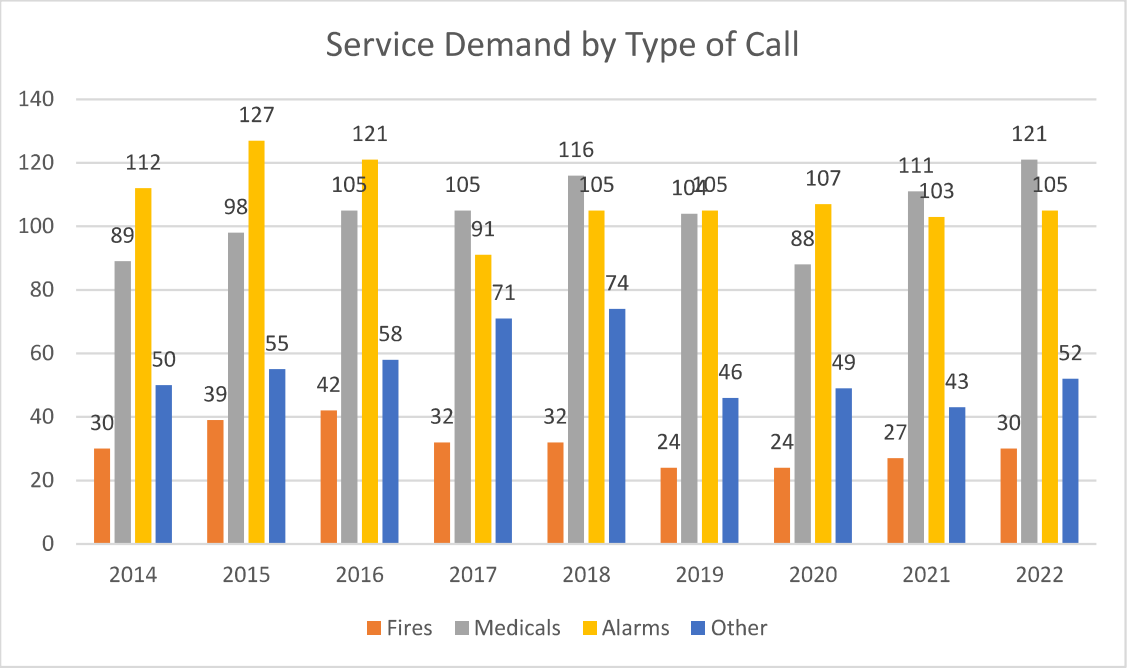
3.6.1 Service Demand

Service demand is the number of calls for service during a specific period of time, but it is important to understand when and where the demand is coming from for our area.

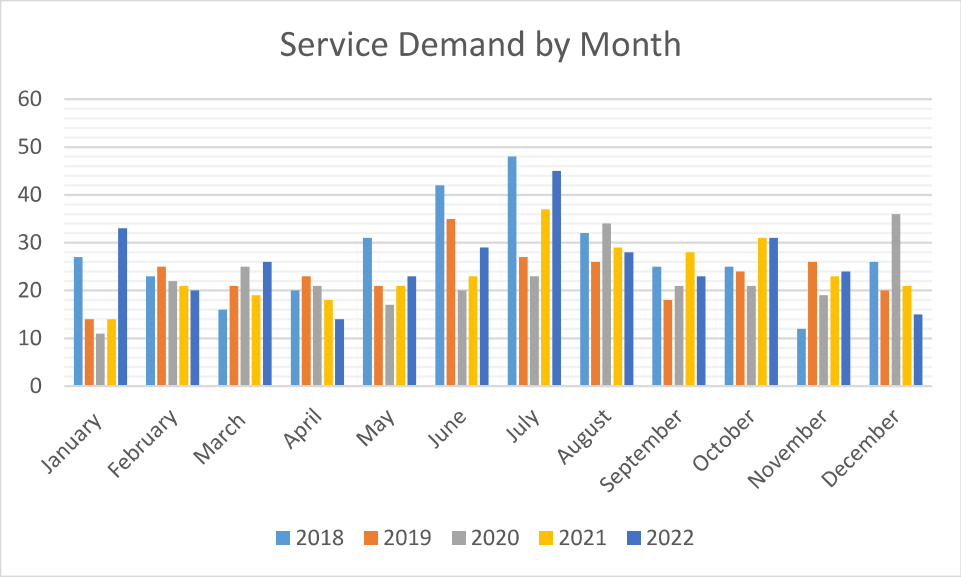


The above data shows overall service demand for the past 10 years for both the City of Orono and the total LLFD incidents for all the contracted cities. As you can see, service demand has been relatively flat over the past 10 years. Orono, over the last 10 years, accounts for 75% of the service demand. Orono has been as low as 67% and as high as 80%. It is helpful to break this demand down by incident type. The breakdown will be in four primary categories; fires, medical responses, fire alarms (alarms) and all other incident types, such as power line issues, public assists, etc.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

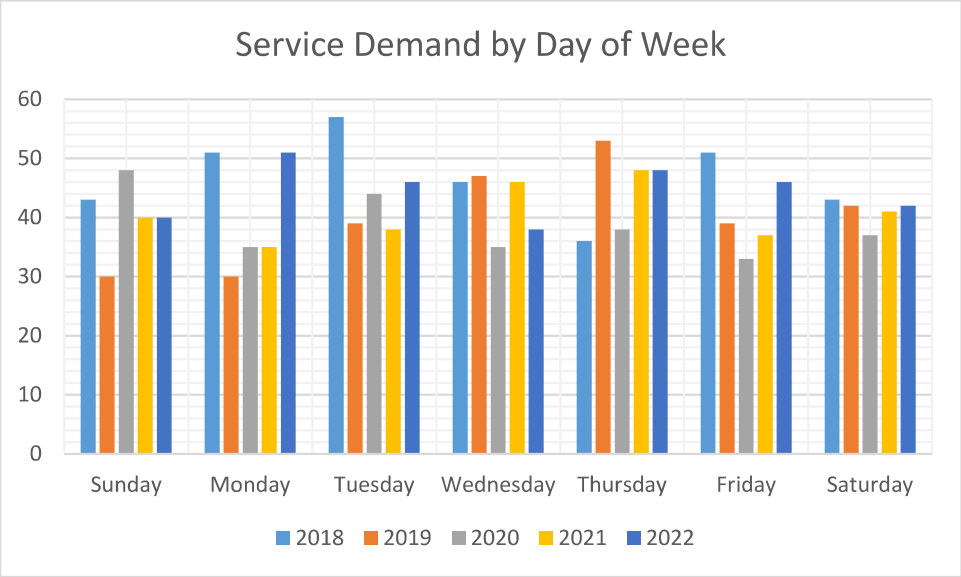


As you can see from the above chart, actual fire calls account for a small percentage of the demand for service that happens in the City of Orono. Medicals and alarms constitute the greatest workload for the firefighters in Orono. It is interesting to see if there are trends by month, day of week or time of day for service demand.

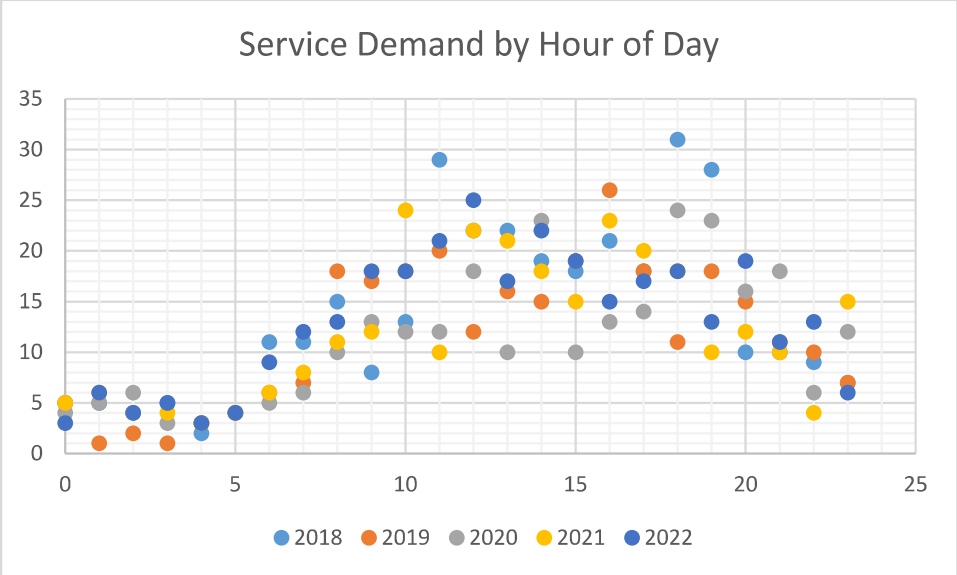


As one would expect, June, July and August are the highest months for service demand in Orono. On average for the past 5 years, there are 36 calls for service in July and 29.8 for June and August.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

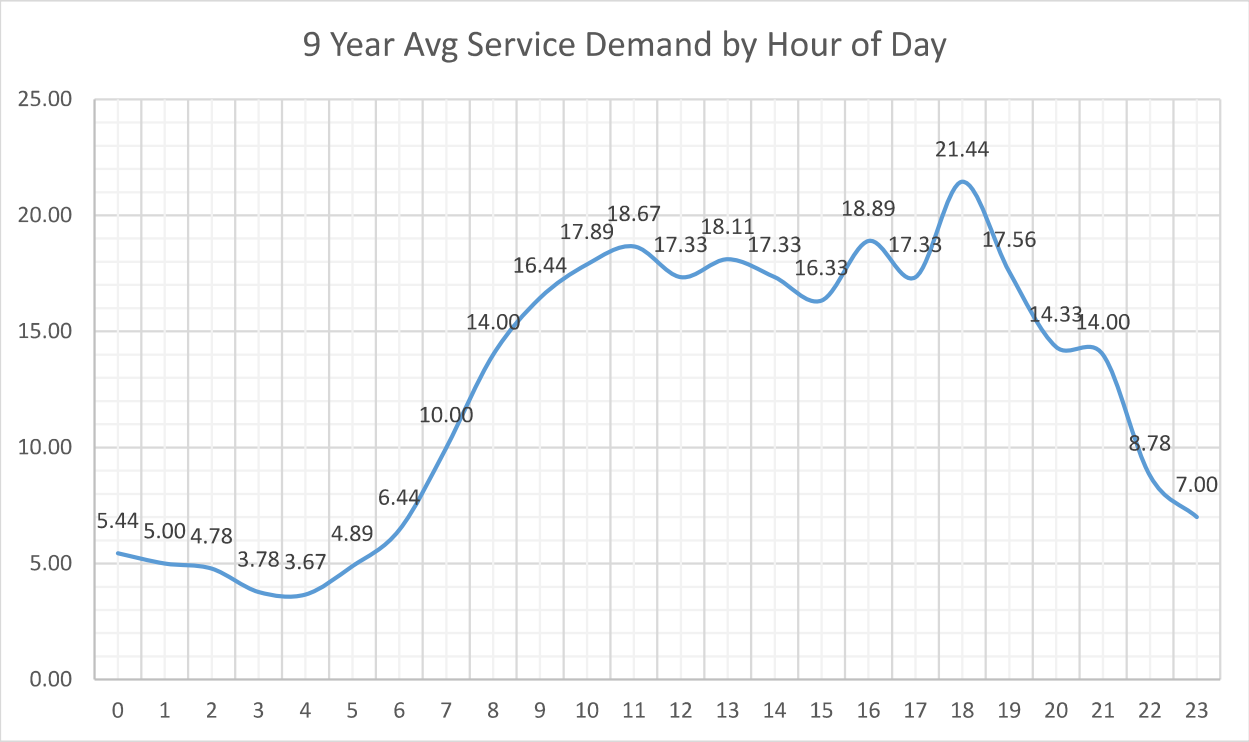


On average, the higher demand for service in the middle of the week over the past 5 years then either the beginning or the end of the week. 45% of the calls happen Tuesday through Thursday.

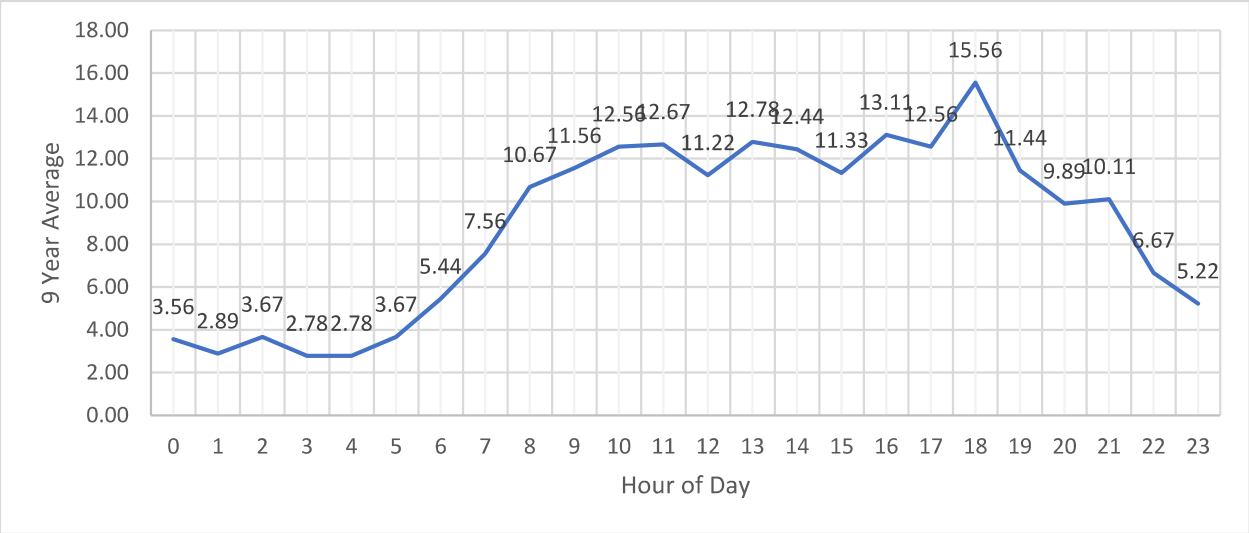


The service demand by hour of the day shows that calls start to pick up from 0600 – 0700 and peak by midafternoon. Service demand starts to decline after 1800 hours.

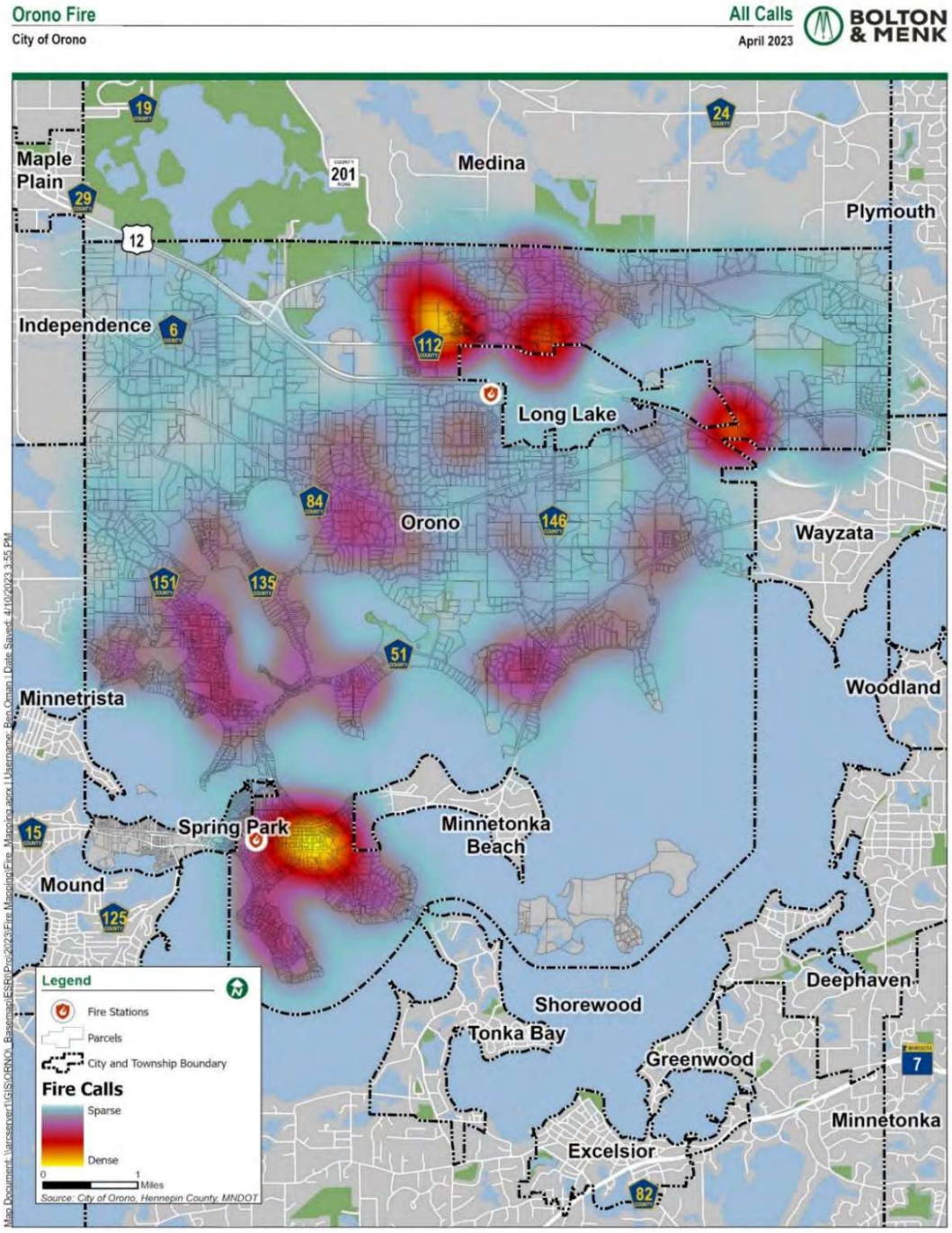
Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



The above graph shows the 9-year average of service demand by hour of the day. The curve closely follows typical population activity patterns. The busiest hour for the past 9 years is 6pm (7.2%) and the slowest is 4am (1.2%). Over the last 9 years, 63% of our calls happened between 0600 – 1800 hours. If we break this down even further and review 0600 – 1800 hours weekday excluding holidays, 45% of our calls happened during this time slot. This time slot makes up only 36% of the hours in a week. This is the toughest time slot to staff a vehicle for response. The graph below shows all calls during the week excluding holidays for the past 9-year average.



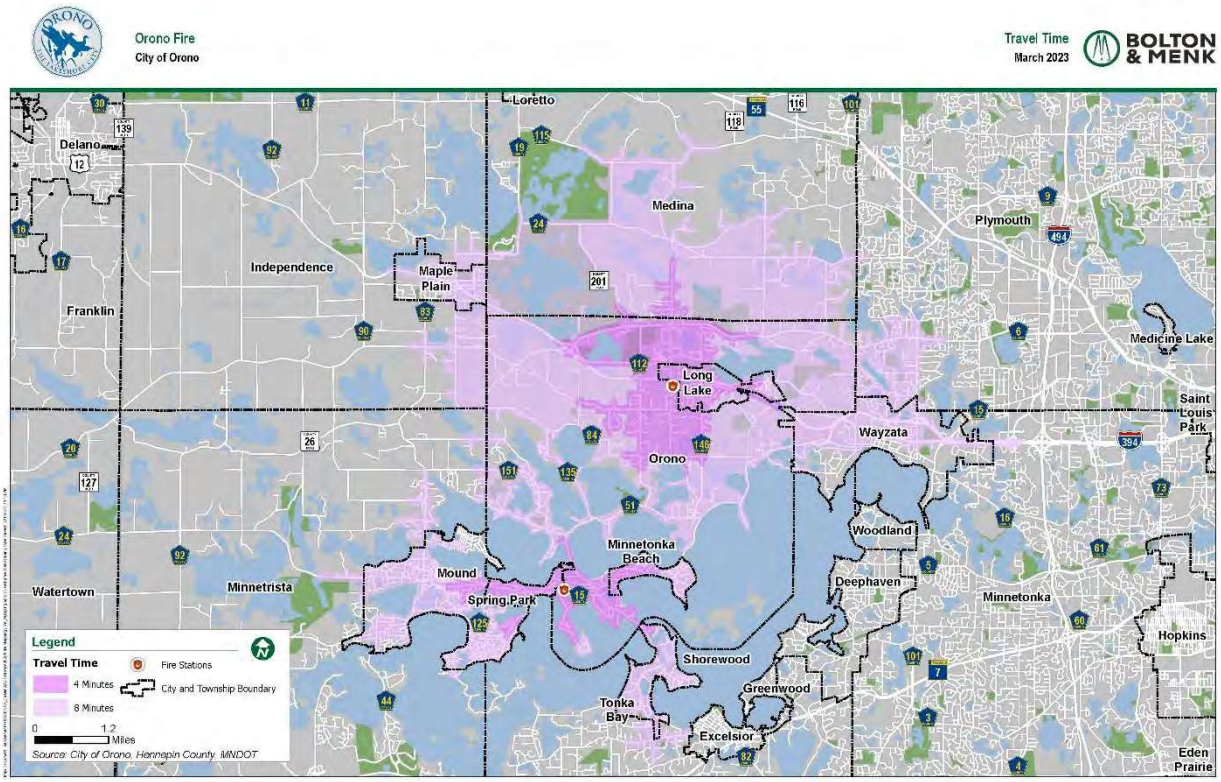
The next question is where is the highest demand for service within Orono. The following graph plots the incident demand within Orono.



The above heat map is for calls for service to the City of Orono for the past 9 years. In Annex A, we have the heat maps for each of the category of calls.

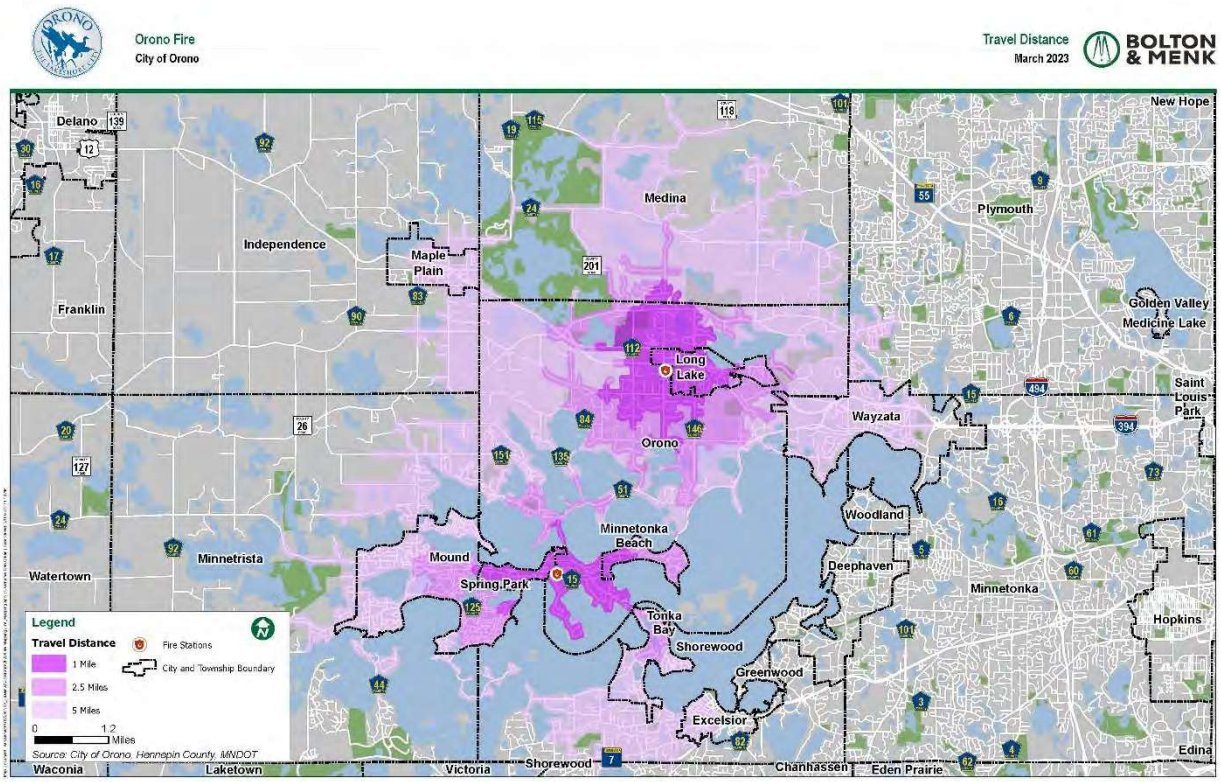
3.6.2 Resource Distribution

Since we know where and when incidents occur in Orono, we can evaluate the deployment of existing resources against historical demand. The map below shows our ability to respond from each station within an assumed four- and 8-minute travel time. The geography and nature of the road network present challenges to the fire department within the City of Orono. It is important to recognize that the maps generated by this process do not account for the time it takes a volunteer to travel to the station among other items. It only provides an indication of the expected duration between pulling out of the station and arriving on scene under normal driving conditions.



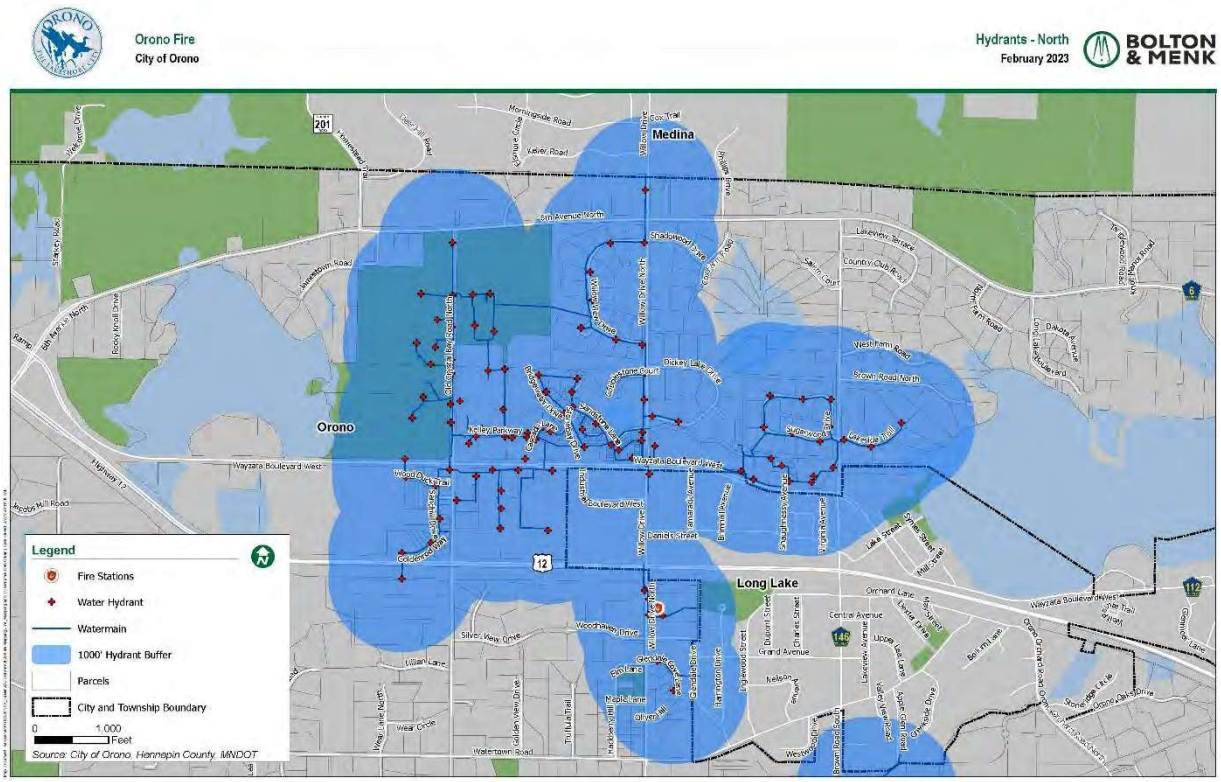
Insurance Services Office (ISO) requirements must be considered when evaluating distribution of resources. To receive the highest amount of credit with ISO, properties should be within 1.5 miles of a fire engine, 2.5 miles of an aerial apparatus for properties over three stories in height or greater than 25,000 square feet, and within five total miles of a fire station. The map below shows the travel distances of 1.5, 2.5 and 5 miles from each fire station.

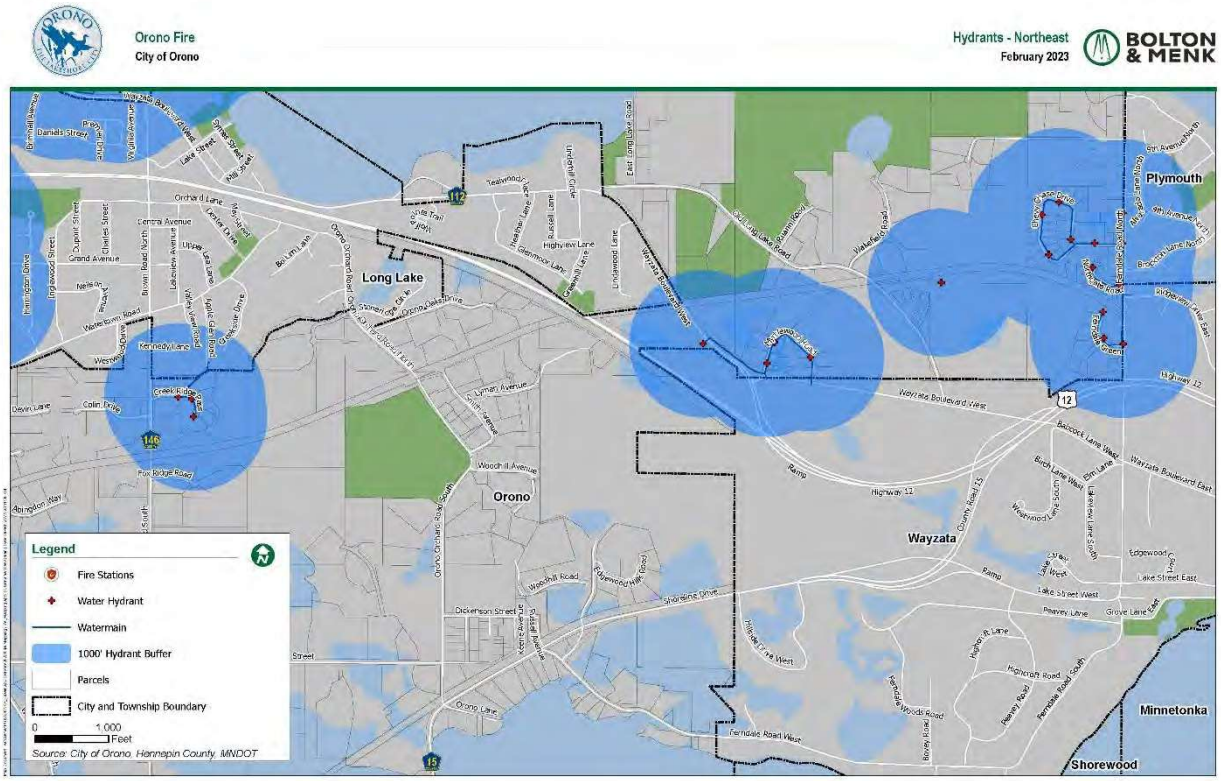
Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

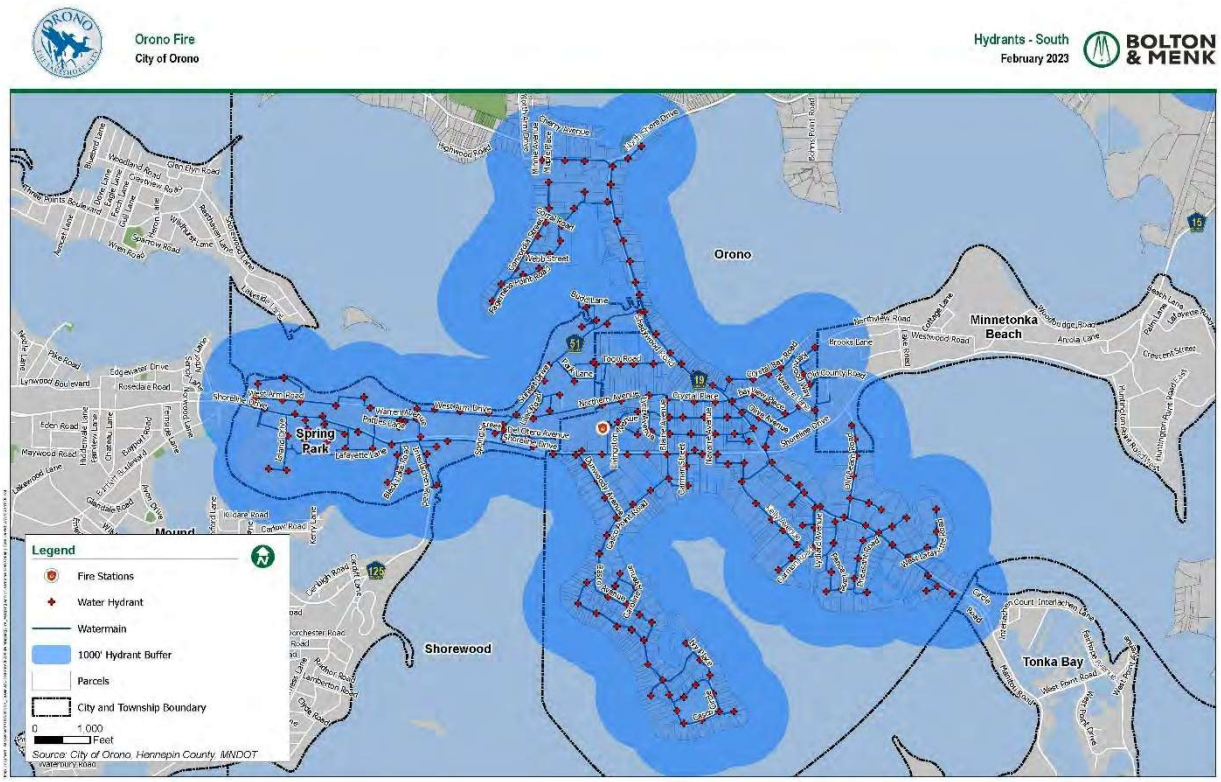


The ability of the fire department to arrive on scene of a fire within a given time or distance, represents only part of the ISO classification. Other elements include the ability to assembly personnel, resources and water sufficient to extinguish the fire. The next graph shows the areas that are 1,000 feet from a fire hydrant.

DRAFT


Orono Fire
City of Orono
Hydrants - North
February 2023
BOLTON & MENK
Medina
Orono
Long Lake
Legend
Fire Stations
Water Hydrant
Watermain
1000' Hydrant Buffer
Parcels
City and Township Boundary
0
1,000
Feet
Source: City of Orono, Hennepin County, MNDOT


Orono Fire
City of Orono
Hydrants - Northeast
February 2023
BOLTON & MENK
Long Lake
Orono
Plymouth
Wayzata
Minnetonka
Shorewood
Legend
Fire Stations
Water Hydrant
Watermain
1000' Hydrant Buffer
Parcels
City and Township Boundary
0
1,000
Feet
Source: City of Orono, Hennepin County, MNDOT



Those structures outside of a 1,000 feet radius need the fire department to demonstrate a suitable water shuttle operation and transport a sufficient volume of water to a fire for suppression activities within a specified period.

3.6.3 Response Performance

Response performance is defined as how fast after a citizen calls 911, a vehicle will arrive to mitigate the problem. It is a measure when the fire apparatus is dispatched to when the first fire department unit arrives on scene. The response time continuum, the time between when the caller dials 911 and when assistance arrives, is comprised of several different components explained below

The NFPA standard for call processing is derived from NFPA 1221 [9] referenced by NFPA 1710 and provides for communication centers to have alarm time processing of not more than 1-minute (60 seconds), 90 percent of the time for high acuity incidents. NFPA 1710 is a standard for full-time fire firefighters or as defined by AHJ for staffed stations.

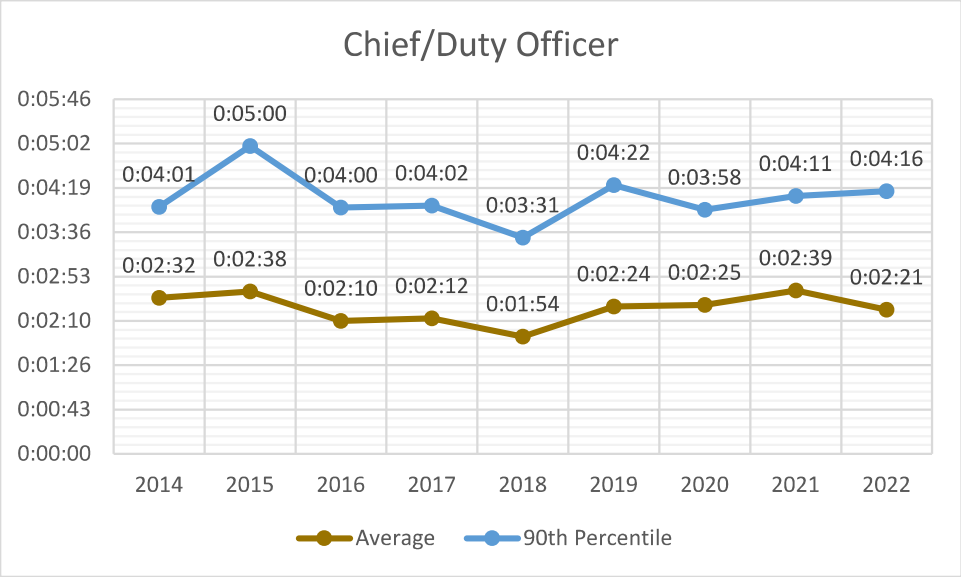
[9] NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems; NFPA.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

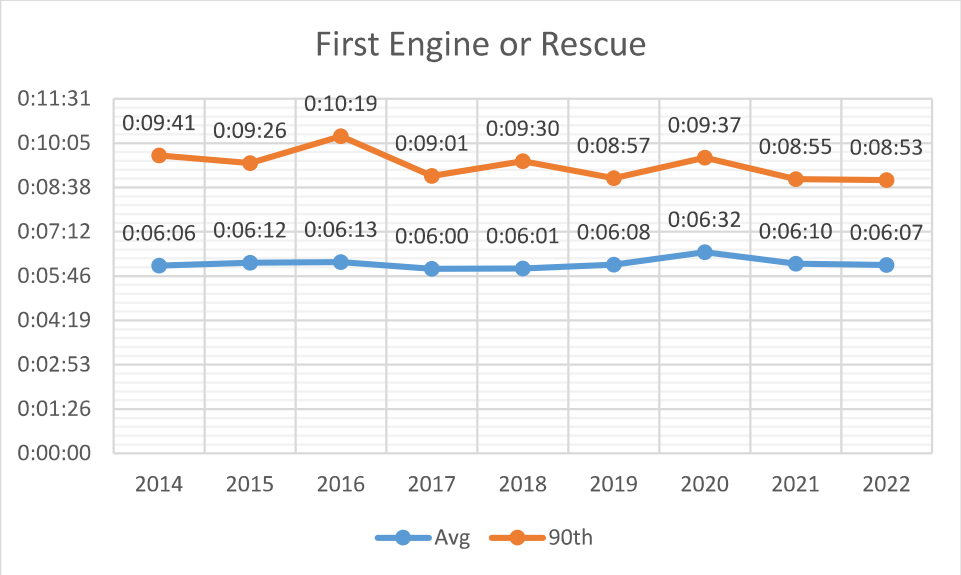
NFPA 1710 Standards for Fire/EMS Responses	
Response Interval	NFPA Standard
Alarm Processing (NFPA 1221)	1-minute or less 90% for High Acuity Calls
Turnout Time	1-minute or less at 90% for EMS Incidents, 80-seconds or less at 90% for Fire
Travel Time	4-minutes for the first arriving unit

The first component of response time continuum is Alarm Processing time in the communications/dispatch center. Hennepin County Communications Center is the dispatch center for the City of Orono. Hennepin County Communications Center average call processing time for the past 5 years is 2:19.

The second component of the response time continuum is Turnout Time. Turnout Time is the period that begins when emergency personnel are notified to response and ends once an apparatus begins to respond. Turnout times are dependent on staffing patters and will be longer for volunteer or POC firefighters, especially if the stations are not staffed. This element of response performance is specifically defined in NFPA 1710 for career departments. NFPA 1720, the standard that applies to volunteer or combination departments, doesn't outline a specific Turnout Time performance recommendation for unstaffed stations as defined by the authority having jurisdiction (AHJ). It is still a good exercise to evaluate the department's ability to get apparatus or units in route. The first graph is the Turnout Time for a command vehicle and the second graph is for an engine or utility. The two lines in the graphs are an average and the 90th percentile. The 90th percentile means that the vehicle turned out 90% of the time below the time listed. So, in the first time of 4:01, the chief or duty officer was in route 90% of the time in 4:01 or less.



Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



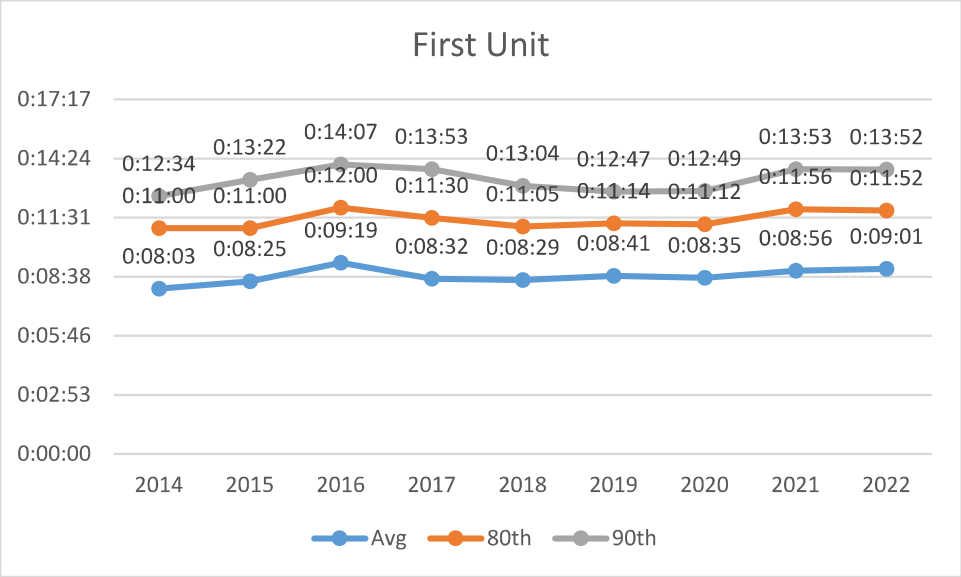
The third element is Travel Time. Travel Time is the time from when an apparatus leaves the station to when it arrives on scene. The existing road network, traffic congestion, geographic barriers and the weather all affect travel time performance. NFPA 1720 doesn't address travel time, it is only in NFPA 1710.

The last element and the most important one, is Response Time. This is a combination of Turnout and Travel Time. Response Time is the most common measurement of fire departments response. The graph from NFPA 1720 below shows the target for the classification and the percentile a unit should arrive. Orono falls within the Suburban Area Demand Zone.

Demand Zone	Demographics Pop per Sq Mi	Minimum Staff to Respond	Response Time (minutes)	Meets Objective (%)
Urban Area	>1000	15	9	90
Suburban Area	500 - 1000	10	10	80
Rural Area	<500	6	14	80
Remote Area	Travel Distance >= 8 mi	4	Directly dependent on travel distance	90
Special Risks	Determined by AHJ	Determined by AHJ based on risk	Determined by AHJ	90

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

The following graph shows LLFD's response time since 2014. It shows the average, 80th percentile and the 90th percentile. This is for the first unit, which could be a command vehicle with chief or duty officer, an engine or rescue with a crew.



The numbers shown above is all emergency response time for LLFD. This includes every call whether it was a code or routine response. LLFD's response time falls within the Rural Area Demand Zone but not the Suburban Area Demand Zone. Orono falls into the Suburban Area Demand Zone and the City of Long Lake falls within the Urban Demand Zone. The City of Long Lake proposed a trial period of Duty Crews in the summer of 2020 but due to COVID cancelled this plan.

3.6.4 Mutual/Automatic Aid Systems

LLFD does participate in Hennepin County's mutual/automatic aid systems. As Chief of LLFD, I developed the box alarm system for the fire service area. LLFD also participates in the statewide mutual aid system. As Fire Chief, LLFD did deploy to Becker to assist with a massive junk yard fire in February of 2020.

Mutual aid is typically employed on an as needed basis where specific units are called for by the incident commander. Automatic aid differs from mutual aid in that units are dispatched as part of the initial response. All aid is predetermined ahead of time and is set up by area of where the incident occurred and what type of call is happening. All mutual aid and automatic aid are agreed upon ahead of time. These agreements facilitate the necessary number of personnel and the appropriate apparatus are responding to the incident. Below is a graph that shows the auto and mutual aid given and received by LLFD over the past 10 years.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Auto Aid Given	5	6	1	4	3	1	2	4	3	1
Mutual Aid Given	22	10	13	20	13	12	12	12	6	7
Auto Aid Received	12	5	5	3	4	5	4	7	6	7
Mutual Aid Received	5	11	11	4	9	8	8	12	6	5

Mutual and automatic aid operations are an integral part of the response protocol for Hennepin County. Without this system, most departments would not have enough resources to respond properly to larger incidents without putting their personnel into high-risk situations. The best use of mutual and automatic aid is dependent on the departments working well together. Most departments do the following:

- Fire ground operations must be conducted in a similar manner and should be based on common Standard Operating Guidelines. Most departments within Hennepin County use BlueCard for managing Type 4 and 5 incidents. BlueCard is a national training program that provides fire departments with a training and certification system that defines the best standard command practices for common, local, everyday strategic and tactical emergency operations conducted on NIMS Type 4 and Type 5 events.
- Firefighters must know how to work in concert with personnel from another agency, based on common training programs and procedures. The western area of Hennepin County uses the same fire training agency to initially train the new firefighters.
- Dispatch procedures should be in place that clearly define which response types and locations are to receive Automatic Aid response. The box alarm system has been in use within Hennepin County since 2010.
- Procedures for the request of and provision of mutual aid should be clearly established in the Mutual Aid Agreement. Hennepin County Fire Chiefs Association has had a Mutual Aid Agreement in place for all departments within Hennepin County since 2003.
- Personnel should be fully trained on mutual and automatic aid practices and remain informed on any changes.

3.6.5 Community Risk Reduction

An aggressive risk management program, through proactive fire and life safety services, is a fire department's best opportunity to minimize the losses and human trauma associated with fires and other community risks. "NFPA recommends a multifaceted, coordinated risk reduction process at the community level to address local risks. This requires engaging all segments of

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

the community, identifying the highest priority risks, and developing and implementing strategies designed to mitigate the risks."[10]

A fire department needs to review and understand the importance of fire prevention and public education, appreciating their role in the planning process of a community. Community Risk Reduction Program components are public fire and life safety education, fire code enforcement and fire cause investigation.

3.6.6 Fire and Life Safety Education

Providing fire and life safety education to the public to minimize the number of emergencies while training the community to take the appropriate actions when an emergency occurs is essential to a fire and life safety program. These programs provide the best chance for minimizing the effects of fire, injury and illness to the community. Today, public fire and injury prevention education is much more important than in the past. This is the result of evolving community expectations, coupled with the realization by the fire department that community engagement and safety education outreach can build tremendous community support. Currently, the Long Lake Fire Department does very little community fire and life safety education. It is enormous time burden on the POC firefighters. Common best practice is to have members of the fire inspector and duty crew perform this function.

3.6.7 Fire and Life Safety Code Enforcement

The most effective way to combat fires is to prevent them. A strong fire prevention program, based on locally identified risks, reduces loss of property, life and the often-crippling impact on a community's economy. Currently, this enforcement is performed on all new construction and on a complaint basis. There isn't a program set up to perform annual inspections on commercial and/or rental properties. A routine inspection program is common best practice for a city the size of Orono.

3.6.8 Fire Cause and Origin Investigation

An essential element of a community risk reduction program is determining the cause of a fire. By identifying a cause and potential trends enables the department to provide specific public information and fire prevention education to prevent reoccurrence. Currently, fire investigation is handled by a team of investigators from Hennepin County Fire Departments and the State Fire Marshal's Office. In the past, the Long Lake Fire Department had a firefighter on the Hennepin County Team but it is an enormous time commitment for a POC firefighter.

[10] NFPA Standard 1730: Organizing and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation and Public Education Operations, 2019 Edition.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

4.0 Community Risk Factors

The best way to project future service demand is to evaluate the population growth and current community risks. These areas along with historical per capita incident rates should allow a more accurate projection of future demand.

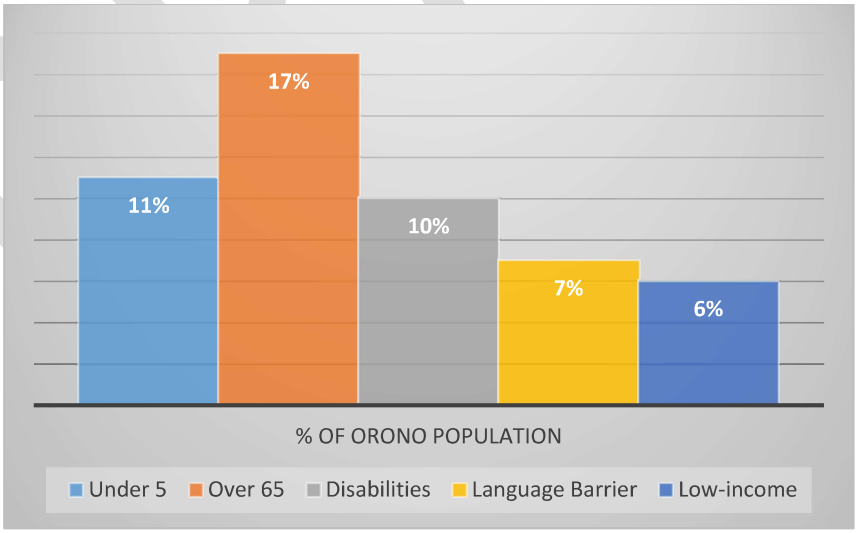
4.1 Population Growth and Demographics

Emergency service demand is typically driven by population and human activity. As the population of an area rises, so does the overall demand for service. Orono is the 114th largest city in Minnesota. The current growth rate is 1.04% annual and its population has increased 3.17% since the most recent census. Orono has a population density of 522 people per square mile.

An NFPA report has identified the groups that face a higher risk of being injured or killed in a fire as:[11]

- Children under 5 years of age;
- Older adults over 65 years of age;
- People with disabilities;
- People with a language barrier;
- People in low-income communities.

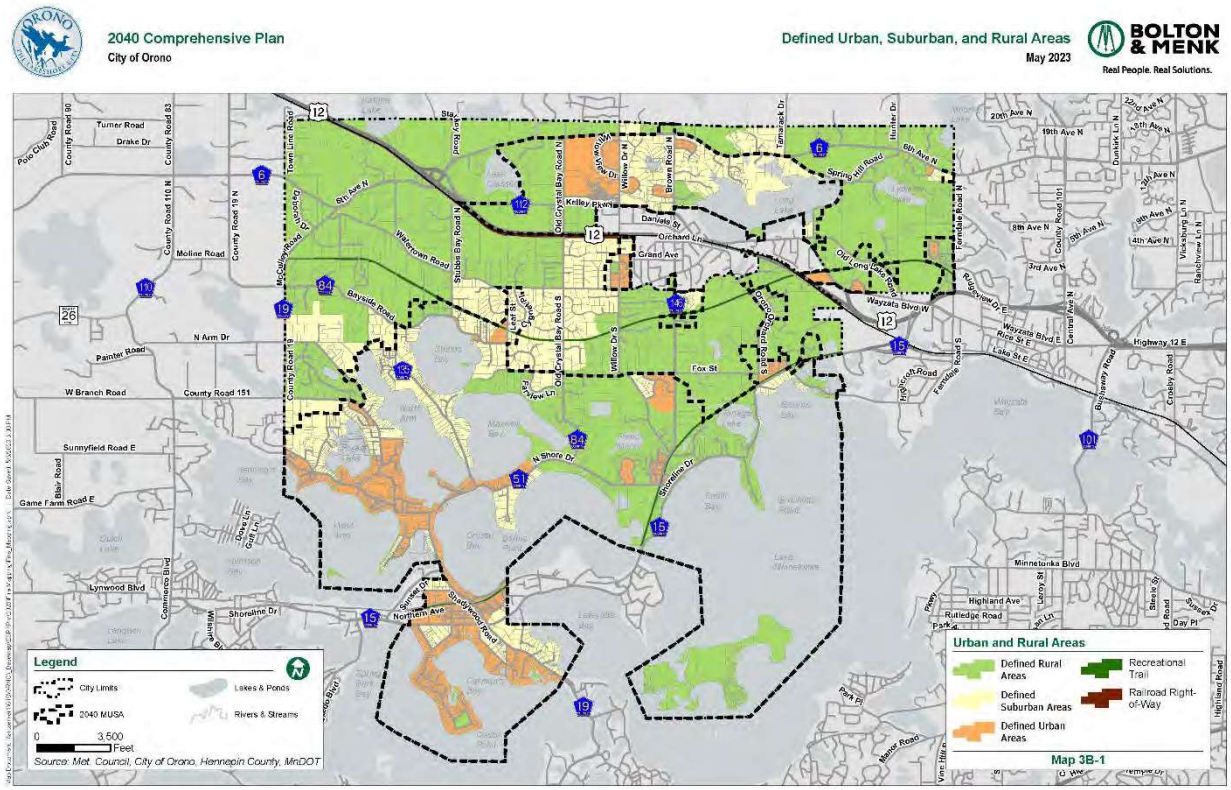
The graph shows these risk factors for the City of Orono. [12]



[11] NFPA, 2007; Urban Fire Safety Project, Emmitsburg, MD; retrieved from https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Regional-risks/Urban-areas/Reports-and-presentations

[12] Retrieved from https://worldpopulationreview.com/us-cities/orono-mn-population

The City of Orono's population density falls within the Suburban Area Demand Zone according to NFPA Standard 1720. The following map illustrates the defined population areas of Orono.



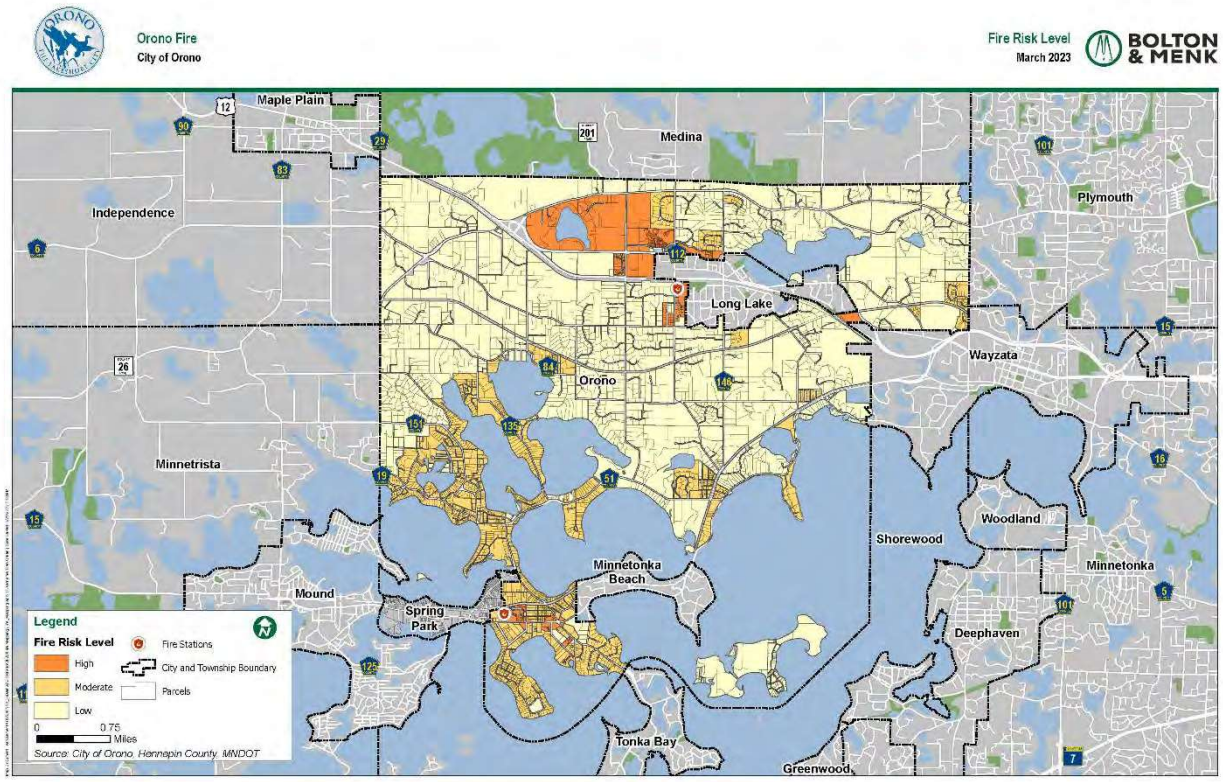
4.2 Community Risk Analysis

This section analysis the risks that are present and potentially threaten people and property. These risks are identified to assist in planning and response to likely emergencies. The fire service assesses the relative risk of properties based on the following factors, the service area population and population density, the demographics of the population, local land use and development and the geography and natural risks present within the community. These factors affect the number and type of resources (both personnel and apparatus) necessary to mitigate the emergency. Properties with high fire and life risk often require greater number of personnel and apparatus.

The following community risk assessment has been developed based on intended land uses as described in the zoning designations for the respective jurisdictions.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Relative Risk Category	Zoning
Low Risk	Areas zoned and used for agricultural purposes, open space and very low-density residential use.
Moderate Risk	Areas zoned for medium density single family properties, small commercial and office uses, low-intensity retail sales and equivalently sized business activities.
High Risk	Areas zoned for higher-intensity business districts, mixed use areas, high density residential, industrial, warehousing and large mercantile centers.



Weather can be another risk for the community that will play a role in service demand. LLFD has to respond to flooding, winter storms, wind storms and tornados.

There are several transportation corridors and various modes of transportation that fall within Orono. Highway 12 along with County Road 15, 19 and 112 that move through Orono. Regardless of the size of the roadway or the speed limit, any roadway has the potential for motor vehicle crashes, vehicle fires, medical emergencies, brush fires or hazardous material spills/leaks. Each of these are not only a risk to our community but the responders are also at risk of being struck by vehicles while operating near moving traffic.

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

BNSF does have a line that runs through Orono along Highway 12. Although a comparatively safe mode of transport, railway operations do come with hazards similar to the ones that occur along our roadways.

Other risks in our area are associated with the building occupancies. The school district, congregate care facilities are the two big ones.

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

5.0 Future Service Delivery

The future service delivery model could occur with 1 central station or the current 2 station model. Regardless of the number of stations, we should have staff located at the station for response to all incidents. This staff can be a mix of full-time employees, during the day, and part-time or paid-on-call firefighters at other times.

5.1 Central Station Model

The advantage of this model is that there is only one station to maintain and you can limit the number of apparatuses in the fleet. In this model, we would need 2 command vehicles, a staff vehicle, 2 rescue pumpers, a tender, a ladder, a brush/medical utility, 2 fire boats, a brush utility UTV and a pick-up truck. This model is less capital intensive but can lead to longer response times.

5.2 Multiple Station Model

The advantage of this model is that the stations are located near populations centers and main roadways. The population center is where the majority of our calls occur and the two stations allow for quicker response times. In this model, we would need 2 command vehicles, a staff vehicle, 3 rescue pumpers, 2 tenders, a ladder, 2 brush/medical utility, 2 fire boats, a brush utility UTV and 2 pick-up trucks.

5.3 Future Staffing

The Long Lake Fire Department is dependent on the paid-on call model of staffing response. This staffing model has worked well and continues to do so today but we have to look and plan for the future. The paid-on call model is becoming more difficult to recruit and retain responders not only national but locally too.

LLFD staffs for a normally expected service demand along with some reserve capacity for multiple or larger incidents. But LLFD, along with most agencies, cannot staff for the major, manpower-intensive incidents that occur on an infrequent basis. It is simply impractical to fully staff for every contingency, which is why automatic and mutual aid is necessary.

Decisions on staffing models are best made in conjunction with the level of response performance an organization seeks to accomplish, the community's expectations and the City's financial capacity to fund the model.

5.3.1 Career Fire Department

A fully staffed model would require a minimum of 6 – 8 on duty personnel (two companies) 24 hours a day. This would require approximately 24 – 32 full-time personnel to cover a 24/7

DRAFT

operation with an average annual workweek of 50 hours. This is a traditional firefighter work schedule and under Fair Labor Standards Act (FLSA) a firefighter can work 53 hours per week without overtime. This model would also require a full-time fire chief, fire marshal, training chief and an admin. There are federal grants available to cities which assist with the phase in of the full-time personnel over a 5-year period. Bloomington Fire just recently was awarded one.

Alternatively, Orono could start with a single crew available 24/7, which would require 12 – 16 full-time personnel. This would be a financial advantage since most of the calls for service are handled by a single crew. However, it would not be effective for simultaneous incidents and may not be enough for a complicated auto extrication or other calls that require more personnel to safely conduct operations, requiring mutual aid for all of those calls for service. This model would still require a full-time fire chief, fire marshal, training chief and admin. Plymouth Fire recently went to a model similar to this one.

5.3.2 Combination Fire Department

This model provides a single-company of career response (12-16 full-time personnel) and utilizes the POC members of the department to supplement the career response for simultaneous incidents and to provide safe numbers of personnel at structure fires and other incidents requiring more personnel. This may be an attractive model because it reduces personnel costs as compared to career departments but allows for a larger effective response. There are complications managing a Combination Department because career and POC staff have differing priorities. Some POC might feel like they don't get enough calls to make the time they spend training worthwhile. This model is frequently used during a transition between POC and career operation models. It is likely that one station could house both POC and career staff and the other would house just the POC staff. This would still require a full-time chief, fire marshal, training chief and admin.

5.3.3 Duty Crew Fire Department

This model assigns POC personnel to take shifts during the day/week so that at least four people are at the stations during peak call times or during times when few personnel are available to respond from the workplace (traditional business hours). Personnel would sign up to cover the shifts they wanted and unclaimed shifts might be covered by firefighters from mutual aid partners as part-time firefighters. The on-duty personnel would be paid a standard hourly rate. The challenge with this approach is finding availability from current personnel because they might need to take time off from their day jobs. This model is most successful where there are many POC firefighters that can spread the shifts among them. There is typically a minimum number of hours of on-duty time per month.

An alternative approach to duty crews is to hire part-time firefighters from outside the organization or from mutual aid companies. Typically, these are individuals who may work as

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

POC firefighters or duty crew firefighters with other fire departments in the area while looking for a job with a career department. By combining several duty crew positions at Cities around the region, they can develop what is effectively a full-time job. There would be some savings on existing POC personnel responding from their home since a single duty crew would handle most routine calls without additional staff.

Another approach would be to use the model above for day time duty crews and utilize existing POC firefighters to provide evening coverage at a fire station from 1800 – 0600. A crew of 4 would staff the crew between these hours for a flat rate plus the current compensation rate for actual response. This would require some renovations to the existing fire stations for crew quarters. This model would allow the Orono Fire Department achieve the Suburban Area Demand Zone or better on all calls. It would lead to better use of our personnel by having them respond to only the calls they are truly needed.

5.3.4 Paid-On-Call (POC) Fire Department

This is the current operational model of the Long Lake Fire Department and many other surrounding fire departments. It does not address the issue of availability of daytime responders, especially at Station 2, identified by this assessment nor the issue of response performance. This also doesn't address the inefficiencies in the use of personnel. All models will require some modifications to the stations.

5.4 Thresholds & Triggers – Determining When to Change the Staffing Model

There isn't one single benchmark to use that could suggest a change in the staffing model. Orono and the fire department should understand that while staffing shortages is often is a driving force, it is only one component of a larger operational landscape. Other components are longer response times, call volume, health and wellness of the responders and burnout/disinterest of volunteers. Any one or a combination of these components could be the trigger that leads to changing the response model.

A high call volume can lead to burnout for the POC firefighter. They are having to respond to calls at all hours which is putting a strain on their life and leads to burnout.

Staffing shortages can be a multitude of items. It is hard to find people who want to become POC firefighters. It is also an even harder task to find POC firefighters who can respond during the day when they are normally at their full-time jobs.

The health and wellness of the firefighter is being studied more and more. It is showing that there are huge adverse effects on the firefighter's health when the pager goes into alert mode. If you are able to limit the amount of time this happens or control how the notification of a call is happening with station alerting makes a big difference. The studies show a huge spike in a

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

firefighter's blood pressure every time the pager goes into alert mode.[13] With station alerting, you are able to control this spike in blood pressure by alerting the firefighters more subtle.

The disinterest in the fire service by the POC firefighters is caused when a firefighter lives farther away from the station and doesn't make a truck. They can become disinterested in responding if all they are going to do is sit and not use the skills they have trained for.

Because the recruitment and retention of volunteers is expected to become more and more difficult and because 45% of the calls for service occur weekdays and non-holidays from 0600 – 1800 hours, it is evident that the current staffing model will need to change if we are to continue to provide excellent service to the citizens into the future. All of the models listed below will require significant remodels or expansions of existing facilities including crew quarters for assigned overnight hours.

DRAFT

[13] Paige J. Rynne, Cassandra C. Derella, Carly McMorrow, Rachel L. Dickinson, Stephanie Donahue, Andrew A. Almeida, Megan Carty & Deborah L. Feairheller (2023) Blood pressure responses are dependent on call type and related to hypertension status in firefighters, Blood Pressure, 32:1, DOI: 10.1080/08037051.2022.2161997

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

6.0 Courses of Actions (COAs)

In this section we will review the different courses of actions that are available for Orono and the Orono Fire Department. Staff will use the preceding analysis of the current conditions and the review of the current risk and the development of trends within the City of Orono, evaluate the need for additional resources to enable Orono to provide services for the current and into the future.

Course of Action (COA)	Description
1. **Orono Assumes Control of Existing LLFD**	In this COA Orono assumes operational and administrative control of the existing LLFD including staff equipment and facilities. The Cost distribution model remains the same as the current Fire contract.
2. **Taxable Fire District/JPA**	This COA looks at Orono joining a future Fire District or JPA Department. It uses a conceptual district from a Future Fire Services Meeting Presentation. It assumes an Ad Valorum Tax distribution of Costs.
3. **Orono Fire with Paid on Call Firefighters**	This COA looks at Orono forming a Fire department with a Full Time Chief and Paid on Call (Volunteer) firefighters. These facilities and equipment plan for this COA is Sustainable and achieves NFPA standard within the first ten years.
4. **Orono Fire with Duty Crews**	This COA looks at Orono forming a fire department with a full time chief, daytime duty crew and Paid on Call (Volunteer) firefighters. The facilities and equipment plan for this COA is Sustainable and achieves NFPA standard within the first ten years.

6.1 COA 1: Orono Assumes Control of Existing LLFD

- **Description**. In this COA Orono assumes operational and administrative control of the existing LLFD including staff equipment and facilities. This includes continuing the current two station organization and POC staffing. If includes continuing to invest in capital and facilities at the same rate
- **Cost**. The cost distribution model remains the same as the current Fire contract. That model is based on 70% tax capacity and 30% call hours. The estimated annual cost to the city of Orono is $895,000 per year plus and negotiation expenses paid to Long Lake for the transfer of their portion of assets to Orono. The average cost per Orono household is $284. For this COA the estimated cost is based on the 2023 LLFD operating budget, Orono portion of the Capital Improvement Plan contribution as well as current debt service on the Fire Facilities Bond and additional capital allocation the city has made in 2023.
- **Advantages (pros)**. Advantages to this course of action are that is the least expensive of the four. With Orono assuming control greater synergy can be achieved with the other emergency services, in particular the Orono Police department. This should improve

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

overall service to Orono residents and reduce inefficiencies in emergency response. In addition, the department and its members will have access to the rest of the Orono staff and the administrative support services it can provide.

- **Disadvantages (Cons).** A key disadvantage to this COA is that the investment in capital is too low to sustain the fleet and meet NFPA standards. This COA does not establish nor realize and improvement in emergency response. The response is likely to remain at a Rural level in our increasingly suburban and urban community. Further in this COA with its cost distribution formula Orono residents disproportionately resource the department. This COA is dependent on both Orono and Long Lake coming to a mutually agreeable agreement on the transfer of the department which has so far, since 2017 been unsuccessful.

6.2 COA 2: Taxable Fire District/Joint Powers Agreement

- **Description**. This COA looks at Orono joining a future Fire District or JPA Department. It uses a conceptual district from a Future Fire Services Meeting Presentation. That conceptual district includes the cities of Corcoran, Greenfield, Independence, Long Lake, Loretto, Maple Plain, Medina, Minnetonka Beach, Orono, Wayzata, and Woodland. It also includes the current fire departments of Long Lake, Loretto/Hammel, Maple Plain and Wayzata. This COA uses an Ad Valorum (property Value) tax formula for distribution of costs.
- **Cost**. To estimate a cost for this COA the current operating budgets of the subject departments were combined. In addition, it was assumed the capital needs of all the departments was about the same as LLFDs so a sustainable capital need was calculated. The costs were then distributed based on the subject communities' tax capacities. Based on these calculations the annual cost to Orono would be $1,910,000. The average cost to Orono households would be $597 per year. Moving to a Duty Crews staffing structure would likely raise that cost to $2,759,000 or an average of $725 per Orono household.
- **Advantages (pros)**. Advantages of this COA would be possible capital cost avoidance in the future and a larger pool of fire fighters to draw from which might offset recruiting and retention trends.
- **Disadvantages (Cons).** Cost burden disproportionate to services provided. Using current call volumes of the fire departments and cities included in the district, Orono would only use approximately 22% of the service but fund 34% of the budget. As one of 10 municipalities Orono would have very little local control. Improvements in service standards, capital investment and operations would require agreement between the cities served or worse yet convincing an independent board.

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

6.3 Course of Action (COA) 3: Orono Municipal Fire Department with POC Firefighters

- **Description**. This COA looks at Orono forming a fire department with a full time chief and Paid on Call (Volunteer) firefighters. facilities and equipment plan for this COA is sustainable and achieves NFPA standard within the first ten years. This COA would use a 1/3 Tax Value + 1/3 Population + 1/3 Call hour formula to distribute costs to any municipalities contracting with the Orono Fire Department for service.
- **Cost**. Costs for this COA were calculating using current Operating costs for LLFD but adding a capital improvement plan that achieves NFPA standard within 10 years and then provided sustainingly funding for the future. This COA would cost Orono $978,000 per year if in partnership(contracts) with the current municipalities covered by LLFD. This amounts to an average of $320 per Orono household. If the department did not serve and contract partners the cost would be $1,357,000 per year.
- **Advantages (pros)**. This COA sees many of the same advantages of COA1. IT establishes local control for the city of Orono. It improves emergency service coordination between fire and Police. And, it provides a sustainable plan to ensure the capital needs of the department are met. In addition, the department and its members will have access to the rest of the Orono staff and the administrative support services it can provide.
- **Disadvantages (Cons). Disadvantages include increased cost compares for COA1**. This COA does not provide for an improved response model which will likely remain at a rural response. This COA does not improve staffing/response efficiency. This model relies too heavily on firefighters being able to drop what they are doing and respond to calls especially during the weekday. 45% of our calls happen during the week from 0600-1800 hours, which is when we have our least amount of available personnel. The time slot only accounts for 36% of the week. This response model is creating a high amount of stress on the firefighters and alarms more firefighters then are necessary to handle the incident. This COA does not allow for a phased stand up of the department.

6.4 COA 4: Orono Municipal Fire Department with Duty Crews and FTEs

- **This is the Staff recommended COA.**

- **Description**. This COA looks at Orono forming a fire department with a full time chief, daytime duty crew and Paid on Call (Volunteer) firefighters. The facilities and equipment plan for this COA is sustainable and achieves NFPA standard within the first ten years. This COA would use a 1/3 Tax Value + 1/3 Population + 1/3 Call hour formula to distribute costs to any municipalities contracting with the Orono Fire Department for service. This COA includes establishing a suburban response standard for the department.
- **Cost**. The Capital cost calculation for this COA is the same as COA 3. The operating costs were adjusted to include daytime duty crews. The estimated annual cost for this COA is $1,177,000 per year if in partnership(contracts) with the current municipalities covered by

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

LLFD. This amounts to an annual average of $368 per Orono household. If the department did not serve and contract partners the cost would be $1,633,000 per year.

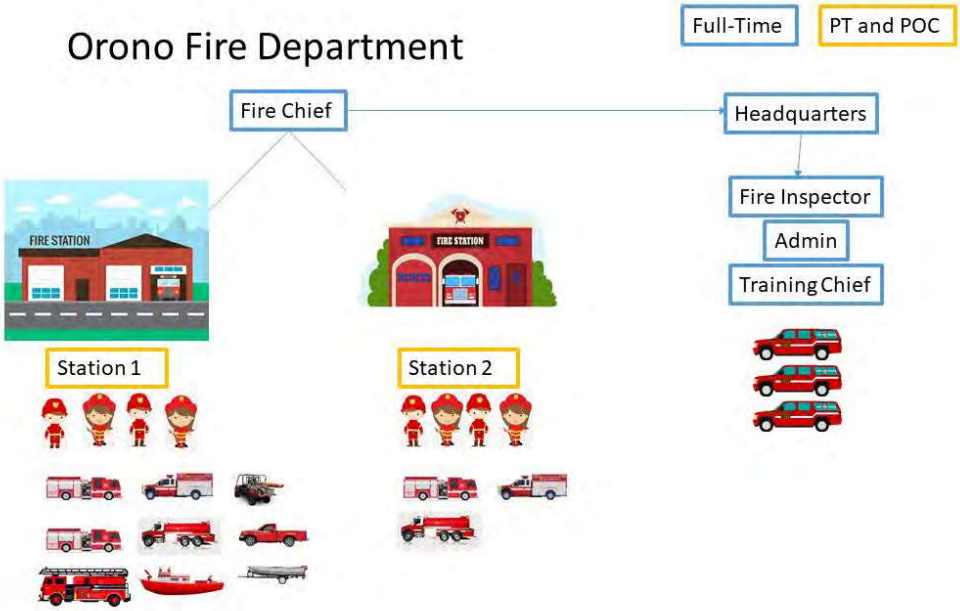
- **Advantages (pros)**. This COA has the same advantages as COA3 such as local control, a sustainable capital plan and improved synergy with the police and other Orono departments. Most importantly this COA allows for improved response meeting suburban and urban standards. In addition, with dedicated daytime staffing, this COA would see improved fire and life safety education, better for the predictability (health) for firefighters, and improved health and life safety code enforcement
- **Disadvantages (Cons).** This COA is more expensive than COAs 1 and 3.

DRAFT

7.0 Recommendations

Staff recommends Course of Action 4. The following summarizes the recommendations to build the fire department now and for the future. Each of these will require action by Orono and the Fire Department. We will break the recommendations down by year that they should be started and the category for them. The categories will be Personnel, Facility, Apparatus & Equipment and Miscellaneous.

The first item Orono should address is a lack of a response guideline. Staff recommends that Orono moving towards the Suburban Area Demand Zone or better, which will require a different staffing model both day and night. By adopting a response guideline, staff can better recommend personnel models that will meet and or exceed the guideline. This will also lead to better response times to medicals which could result in better outcomes. Staff, Council and Community members should all be a part of the process of development of response time standards and performance targets will assist the city with future staffing decisions for the fire department.



7.0.1 Personnel

As we review the staffing model based on the adopted guidelines, the 4 firefighter duty crew ot the two FTEs and the two PT duty crew firefighters would handle the majority of the calls for service weekdays from 0600 – 1800 hours. 45% of our calls for the last 9 years occurred weekdays between 0600 – 1800 hours. Once facility remodels are approved and completed,

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

we could expand this program to overnights which would help improve our firefighter's health and wellbeing.

7.0.2 Facility

There are many additions and changes to the model, facilities and equipment that need to happen so that the fire department can meet the demands now and into the future. As we build the Orono Fire Department, we want it to be a model fire department for the area, that follows best practices, state and national standards. That future needs to start now and look like the following. Staff recommends that the Orono Fire Department continue with the two-station model and conduct a facility needs analysis and study.

7.0.3 Apparatus and Equipment

The two-station model requires a front out rescue pumper at each station and one reserve rescue pumper. The front out rescue pumper needs to be less than 15 years old and the reserve less than 25 per NFPA 1901[14]. It should have a ladder truck at the central/main station and a combination brush/medical response utility at each station. A tender at each station is a requirement due to a large response area where there is no municipal water supply. One of these tenders could be shared use with the Orono Public Works Department. The department should have two fire boats. One needs to be docked on Lake Minnetonka for the summer and the other available to respond to smaller bodies of water or Long Lake. A fire/medical response 6x6 or UTV is required to respond to areas where our brush/medical utility isn't able to respond i.e., trails, wooded areas, marshes. Staff recommends that both 20-year-old engines be replaced with new rescue pumpers or used if they meet our specifications. A ladder truck was purchased by Orono and needs to be equipped and refurbished. This is currently in progress. Staff recommends 2 new combination brush/medical utility trucks be purchased, one for each station.

7.0.4 Miscellaneous

Staff recommends the Council to direct the Negotiation Team to focus on the disposition of Fire Station 1. They should either achieve a 100% ownership for Orono or the establishment of a shared ownership and use agreement. Once that is complete, direct them to work through shared ownership agreement with the equipment. This equipment and apparatus should include both tenders, Engine 22, both fire boats, the SCBAs, PPE and tools and small equipment.

Staff put together a list of recommendations by year starting in 2023.

[14] NFPA 1901 Standard for Automotive Fire Apparatus; NFPA

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

7.1 Recommendations for 2023

The recommendations below should be started in 2023 due to an immediate need or the item has a longer lead time. We will break them out into each category.

7.1.1 Personnel

1. Orono Firefighters Relief Association - The City of Orono will need to start a relief association regardless of what the City of Long Lake does with the fire department. Staff has already initiated the process of standing up a relief organization. The final portions of the process however will not occur until the new organization has firefighters on the roster and is functional. The Fire Chief has contacted the Secretary of State for a template/sample of the Articles of Incorporation for a MN Nonprofit Corporation. The Fire Chief has requested a template/sample set of bylaws for a relief association from the State Auditor's Office. These will have to be filed along with the Articles of Incorporation once a relief association board is elected. The City of Orono will have to have special legislation written and passed to facilitate the move the firefighter's pensions from Long Lake to Orono Relief Association. The Orono Council and Mayor have discussed the relief association with the Long Lake Firefighters and promised to keep them whole in the process of transition from Long Lake to Orono Relief Association. Staff recommends that the relief association be set up as a defined contribution fund. This allows the firefighters to obtain all of the funds once they are vested and not have to worry about the city council approving a benefit level. It is similar to a 401K, whereas each firefighter has their own fund
2. Firefighter Tech\Admin - The City of Orono and the Orono Fire Department should hire a full-time administrative assistant. The Fire Chief should create a position profile and job duties for this individual in 2023. This new position will need to respond to calls for emergency service during the day. This position should be in place before hiring of any firefighters. The posting should occur at the end of the year and the start date should be January of 2024.
3. Fire Inspector - The City of Orono and the Orono Fire Department should hire a full-time fire inspector. The Fire Chief should create a position profile and job duties for this individual in 2023. This new position will need to respond to calls for emergency service during the day and should be part of the Hennepin County Fire Investigation Team. This is a position, once established, could be used by our surrounding cities for fire inspections on a contract basis. This position could be in place before the hiring of firefighters. The posting should occur at the end of the year and the start date should be January of 2024.

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

7.1.2 Facility

1. Imminent Maintenance – Orono will need to proceed with all the imminent maintenance that is needed on Station 2. This should include a new roof, exhaust removal system, improved technology, updated gear & equipment washing facilities, etc

2. Commission a facilities study - The City of Orono should hire a firm, who specializes in fire station design, to perform a facilities study. They should review each fire station and the existing public works facility. This firm should develop a plan and cost estimate for each building to be used as a fire station now, and into the future. They should account for all best practices for cancer, cardiac, PTSD and overall staffing on a 24/7 basis. Once the study is complete, Orono should work on putting the plan in place for the Navarre Fire Station as soon as possible. If the Navarre Fire Station response area is going to be moved before the end of the contract.

3. Navarre Fire Station - The City of Orono should remodel and expand the Navarre Fire Station. The scope of the remodel will be derived from the facilities study performed in the 2023 Recommendations and what vehicles we move and house at the Navarre Fire Station.
4. MNFire Model Fire Department - The Orono Fire Department should stive to become a model fire department for MNFire. The Fire Chief should work with the leaders of MNFire to review best practices for Cardiac, PTSD and Cancer prevention and strive to implement them into all aspects of our Department and Facilities.

7.1.3 Apparatus & Equipment

1. Used Ladder Truck - Refurbish and equip the used ladder truck that was purchased in the fall of 2022. Determine the scope of refurbishment that can be done in-house, locally and at MacQueen. Work with the parties to complete the refurbishment. Work on an equipment list for the vehicle and send this list to vendors for quotations. The refurbishment and the equipment procurement are in process.
2. New/Used Tender/Tanker - The City of Orono should purchase a new or used tender/tanker truck for the Navarre Fire Station. Some portions of the Navarre Fire Station's response area of Orono have no fire hydrants. It could be a new vehicle depending on the delivery times and deadline for making the switch.
3. New Rescue Pumpers – The City of Orono should start the process of specification and ordering of two new rescue pumpers. The specification should be similar to the rescue pumper that the Long Lake Fire Department ordered in 2017 from Toyne. We should work with the vendors to develop a cost-effective specification for the rescue pumper. The rescue pumpers should be ordered as soon as possible since lead times are going on 3 years and Annex D of NFPA 1901 recommends front out apparatus should be less than

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

15 years old.[15] Engine 21, which is completely owned by Orono, is 20 years old and Engine 11 jointly owned per the contract with Medina and Long Lake is 19. Both engines should be replaced with a new rescue pumper unless we are able to procure a used rescue pumper that meets the majority of our specifications.

4. New Brush/Utility Apparatus – The City of Orono should start the process of specification and ordering of a new brush/utility apparatus. The specification should be similar to Utility 11 that was purchased in 1998. NFPA 1901 suggests that no fire apparatus be older than 25 years old.[16] This new brush/utility can be used in response to medical or wildfire calls mainly. If the cities agree to a longer-term contract, then the vehicle can be used at either station for medical, wildfire and other call response. If the cities cannot agree, then the vehicle can be used at the Navarre Fire Station for response to medical, wildfire and other calls. This combination brush/medical utility responds to more calls than any other piece of apparatus.
5. New Pick-up Utility – The City of Orono should start the process of specification and ordering a new pick-up utility vehicle. This new vehicle would be used to transport hose and equipment from scenes along with the ability to transport people. It would also be used by firefighters for transport to classes. It could be the utility that is used by the fire inspector to perform inspections.
6. Records Management System - The City of Orono and the Orono Fire Department will need a records management system. The Fire Chief should review existing record management systems on the market. These records management systems should be able to work with the State of Minnesota for the NFIRS reporting and Hennepin CAD. It should also integrate fire inspections, pre-planning, community risk reduction and scheduling among other items. The process of personalizing an online RMS system could take upwards of a year to have it up and running for use by the department and the community.
7. Online Policy and Procedures Manual - The City of Orono and the Orono Fire Department will need an online policy and procedure manual along with standard operating guidelines (SOGs). The Fire Chief should review existing companies for use with the Orono Fire Department. The process of personalizing an online policy and procedure manual along with SOGs could take upwards of a year to have it up and running for use by the department. We will need to incorporate the best practices into our policy, procedures and guidelines.

[15] NFPA 1901: Standard for Automotive Fire Apparatus, 2016 Edition.
[16] NFPA 1901: Standard for Automotive Fire Apparatus, 2016 Edition.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

7.1.4 Miscellaneous

1. Response Standards - The City of Orono should establish a response performance matrix. Currently, the City of Orono falls under the rural response performance from NFPA 1720.[17] Staff recommends at a minimum adopting the response performance guideline for a Suburban demand zone. Staff recommends implementing duty crews for peak times or during low turnout times and then adopting NFPA 1710 for staffed stations.[18]
2. Quality improvement for Fire and Emergency Services – The City of Orono should send the Fire Chief to a workshop by the Center for Public Safety Excellence. The Quality Improvement for the Fire and Emergency Services workshop is offered 20 times a year and is held throughout North America.
3. Mutual Aid Agreement - The City of Orono, the Orono Fire Department and Fire Chief should implement the Hennepin County Fire Chief's Association Mutual Aid Agreement. This was completed in January of 2023.
4. Joint & Cooperative Purchasing Agreement - The City of Orono, the Orono Fire Department and Fire Chief should implement the Hennepin County Fire Chief's Joint & Cooperative Agreement for Public Safety Purchasing. This was completed in January of 2023.
5. Navarre Fire Station's Response Area – The City of Orono should explore the option of moving the Navarre Fire Station's Response Area out of the current contract. Section 21 of the contract allows for the subtraction of area serviced by the Long Lake Fire Department. Orono needs to give notice prior to July of 2023 for the 2024 budgeting.
6. Orono should start to engage Minnetonka Beach in conversation for the Orono Fire Department to cover the City of Minnetonka Beach, which had been covered by the Long Lake Fire Department

7.2 Recommendations for 2024

The recommendations below should be started in 2024 due to need or the item has a longer lead time. Staff is assuming that the City of Orono has given notice to Long Lake and Medina about moving Station 2 call area from the contract. We will break each recommendation out into each category.

[17] NFPA 1720: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments; NFPA.
[18] NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 Edition

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

7.2.1 Personnel

1. Firefighters for Navarre Station – The City of Orono will need to hire part-time or paid-on-call (POC) firefighters. The firefighters need to be hired about 6 months prior to responding to calls in this service area. These firefighters will be used on-call and for the duty crews.
2. Orono Firefighters Relief Association – The Fire Chief will work with the newly hired firefighters to form and file for a relief association with the State of Minnesota.
3. Firefighter Tech/Admin - The City of Orono and the Orono Fire Department should hire a full-time Firefighter Tech/Admin. The Fire Chief should create a position profile and job duties for this individual in 2023. This new position will need to respond to calls for emergency service during the day. This position should be in place before hiring of any firefighters. The posting should occur at the end of the year and the start date should be January of 2024.
4. Fire Inspector - The City of Orono and the Orono Fire Department should hire a full-time fire inspector. The Fire Chief should create a position profile and job duties for this individual in 2023. This new position will need to respond to calls for emergency service during the day. This is a position, once established, could be used by our surrounding cities for fire inspections on a contract basis. This position could be in place before the hiring of firefighters. The posting should occur at the end of the year and the start date should be January of 2024.

7.2.2 Facility

1. Imminent Maintenance – The cities will need to proceed with all the imminent maintenance that is needed on Station 1. This should include a new roof, exhaust removal system, improved technology, updated gear & equipment washing facilities, etc.
2. The City of Orono will need to remodel fire station 1. This could require a shared use agreement with the City of Long Lake for Station 1. The scope of work will be derived from the facilities study performed from the 2023 Recommendations.

7.2.3 Apparatus & Equipment

1. New Command Truck - The City of Orono should purchase a new or used command truck. This command truck will be used by the Fire Chief. The existing command truck can be used by the Duty Officer to respond to calls. This Duty Officer program will be similar to the one that was set up for LLFD.
2. Personal Protective Equipment - The City of Orono will need to outfit each firefighter with PPE. Staff recommends purchasing the PPE and adding it to the Capital Budget plan and replacing it every five years. This will give a firefighter a front set of PPE and a

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

backup set of PPE after year five. This process is following best practices for cancer prevention from MNFire. Staff recommends that this PPE be funded through the operating budget uniform line item by annual transfer from the Fire Capital Fund.

3. Fire Equipment for the Navarre Fire Station - The City of Orono will need to purchase equipment for the Navarre Fire Station that is removed during the transfer from Long Lake to Orono. This could be equipment that was donated to the City of Long Lake or other equipment needed for best practices.
4. New Fire Boat – The City of Orono should start the process of specification and ordering of a new fire boat similar to the donated fire boat that LLFD currently uses and the new fire boat that Excelsior Fire purchased. The best practice is to have similar equipment and vehicles to our mutual aid partners.
5. New Brush/Utility Apparatus - The City of Orono should start the process of specification and ordering of a new brush/utility apparatus. The specification should be similar to one purchased in 2023 recommendations. This new brush/utility will be used in response to medical or wildfire calls mainly.
6. New 6x6 Brush/Medical Utility – The City of Orono should start the process of specification and ordering a new 6x6 brush/medical response unit with trailer similar to the one Long Lake Fire currently operates.
7. Online Shift Scheduling Software – The City of Orono and the Orono Fire Department will need an online personnel scheduling software. The Fire Chief should review existing online scheduling software on the market. These online shift scheduling systems should be able to work with both POC and Full-time personnel. It should also integrate with our fire station display dashboards and have an app for ease of use by the firefighters. This should be implemented before firefighters are hired and responding to incidents.
8. Online Training Software – The City of Orono and the Orono Fire Department will need an online training platform. The Fire Chief should review existing online training platforms on the market. These online training platforms should be sanctioned by the Minnesota Board of Firefighter Training and Education. This should be implemented before firefighters are hired and responding to incidents.

7.2.4 Miscellaneous

1. State Fire Marshall – The Fire Chief will contact the State fire Marshall's office to do an inspection of Station 2 for the purpose of obtaining a fire department identification number.
2. Orono should start to engage Medina in conversation for the Orono Fire Department to cover the small area of Medina which had been covered by the Long Lake Fire Department starting January 1,2026

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

7.3 Recommendations for 2025

The recommendations below should be started in 2025 due to a need or the item has a longer lead time. We will break them out into each category.

7.3.1 Personnel

1. Station 1 Firefighters – The City of Orono will need to hire part-time or paid-on-call (POC) firefighters. The firefighters need to be hired about 6 months prior to responding to calls in this service area. These firefighters will be used on-call and for the duty crews.
2. Fire Training Chief – The City of Orono and the Orono Fire Department should hire a full-time fire training chief. The Fire Chief should create a position profile and job duties for this individual in 2025. This new position will need to respond to calls for emergency service during the day. This is a position, once established, could be used by our surrounding fire departments for fire training on a contract basis. It also could operate the joint Fire Police Training Facility, if one is built. The posting should occur at the end of the year and the start date should be January of 2026. This investment would help our fire department become even better, similar to Plymouth, Minnetonka, Chanhassen and Chaska. This training officer could be contracted out to surrounding fire departments as recommended in the Assessment of Shared Services[19] conducted by McGrath Consulting Group in July of 2016

7.3.2 Apparatus & Equipment

1. Personal Protective Equipment - The City of Orono will need to outfit each firefighter with PPE. Staff recommends purchasing the PPE and adding it to the Capital Budget plan and replacing it every five years. This will give a firefighter a front set of PPE and a backup set of PPE after year five. Staff recommends that this PPE be funded through the operating budget uniform line item by annual transfer to the Fire Capital Fund.
2. Fire Equipment for Station 1 - The City of Orono will need to purchase equipment for Station 1. This could be equipment that was donated to the City of Long Lake or other equipment needed Fire Station.
3. New Pick-up Utility – The City of Orono should start the process of specification and ordering a new pick-up utility vehicle. This new vehicle would be used to transport hose and equipment from scenes along with the ability to transport people. It would also be used by firefighters for transport to classes.

[19] Assessment of Shared Services: Shared Training Services, Staffing and Personnel Deployment for the Long Lake, Loretto, Maple Plain and Mound Fire Departments by McGrath Consulting Group, Inc. July of 2016

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

7.4 Recommendations for 2026 and beyond

7.4.1 Facility

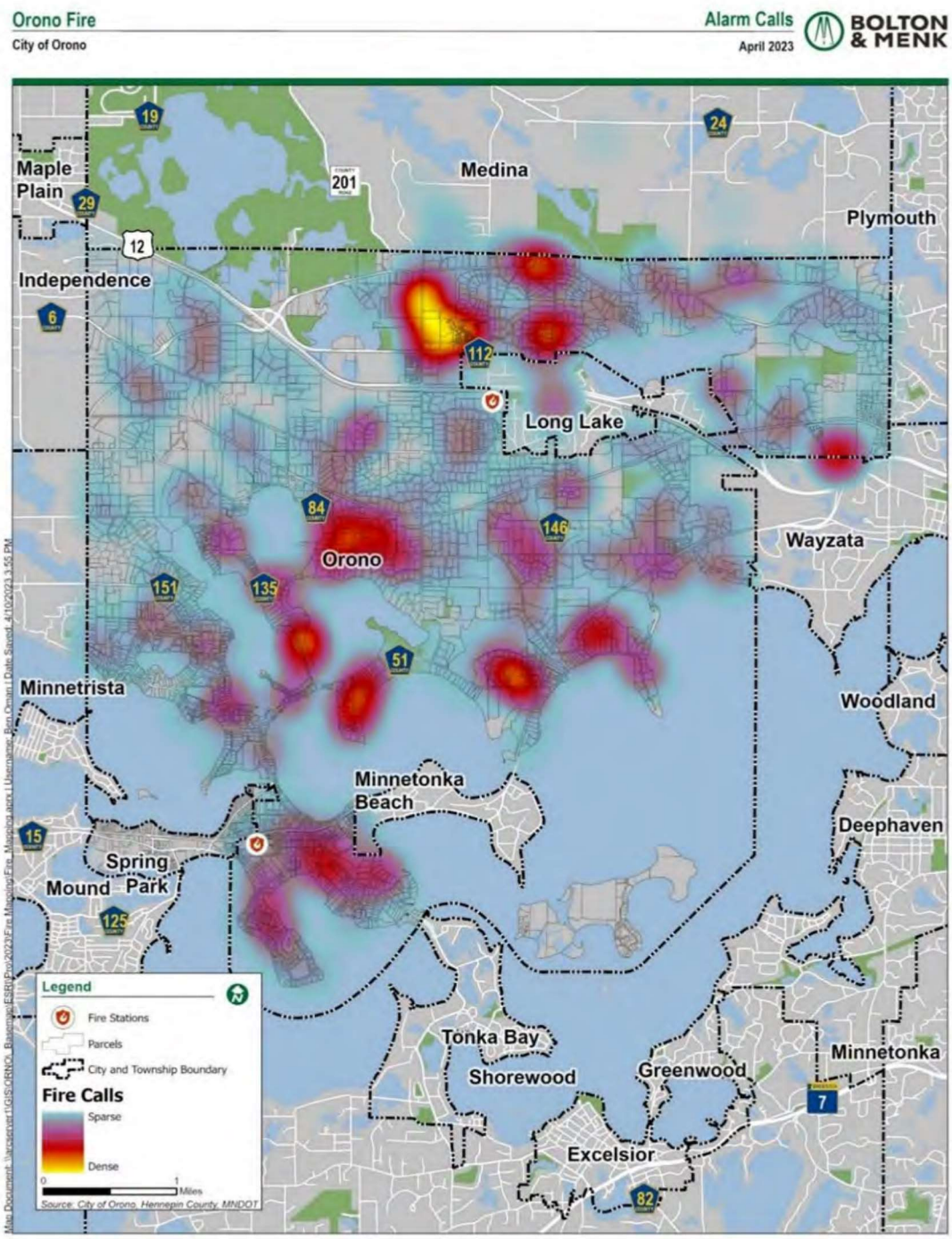
1. Replace Dock on Lake Minnetonka – The City of Orono should purchase a new wider and more stable dock for the fire boat and City's pontoon. The dock should be a minimum of 4 feet wide and be made out of a non-slip composite or aluminum decking. The current dock was donated a while ago and is not in the best shape for use as an emergency dock. It is difficult to load and unload the equipment needed for response on Lake Minnetonka with the smaller width of the dock.
2. Orono Fire and Police Joint EOC & Training Facility – The City of Orono should review adding an Emergency Operations Center (EOC), live fire training facility and classrooms to Station 1 or surrounding properties for joint training usage by the fire and police departments. This could be used as a regional training facility for surrounding mutual aid partners on a contractual basis. It would function as the main EOC for the City of Orono. The Fire Chief of Training could help run this joint training facility. This training facility would fill a void in the area since there isn't a training facility within 20-minutes of our area

In Summary, staff recommends the following 5-year goals; equipment and apparatus modernization, upgraded fire stations, 24/7 staffed stations with a combination of duty crews and full-time personnel, a more efficient fire department, a joint Fire and Police Training Facility and EOC. These recommendations will bring the Orono Fire Department to the current best practices and national standards. Orono has the personnel and resources to move the department forward and make it a model department for the future. This plan will serve as a road map to the future for the department. The plan includes the ability to keep the facilities, personnel and equipment up to date and meeting guidelines. It helps identify critical issues and potential impediments to implementation. Raising cost and the need to identify long term funding is addressed as we look into the future towards 2040. Please see Annex B for staff's long-term CIP for the Orono Fire Department.

DRAFT

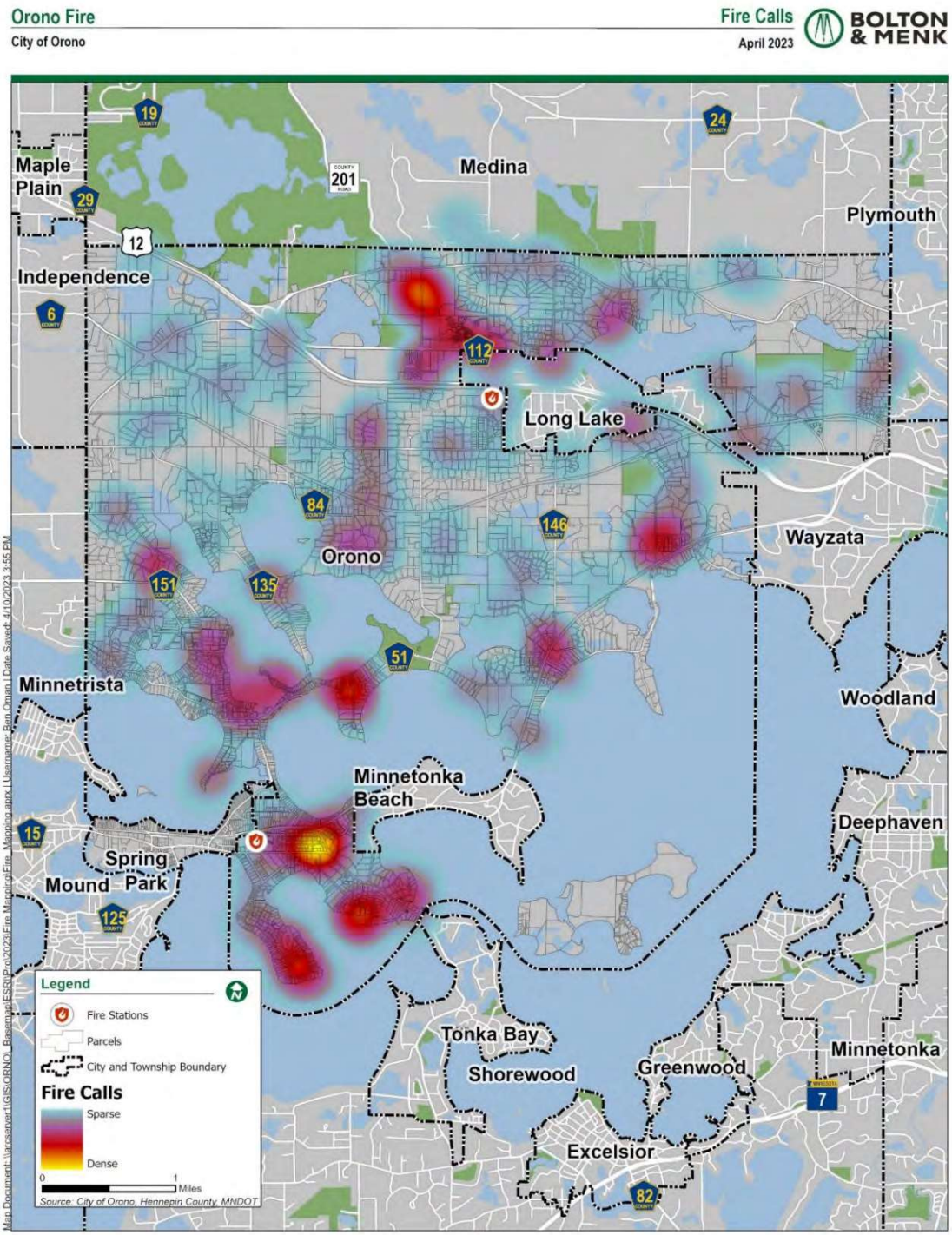
Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Annex A – Heat Maps



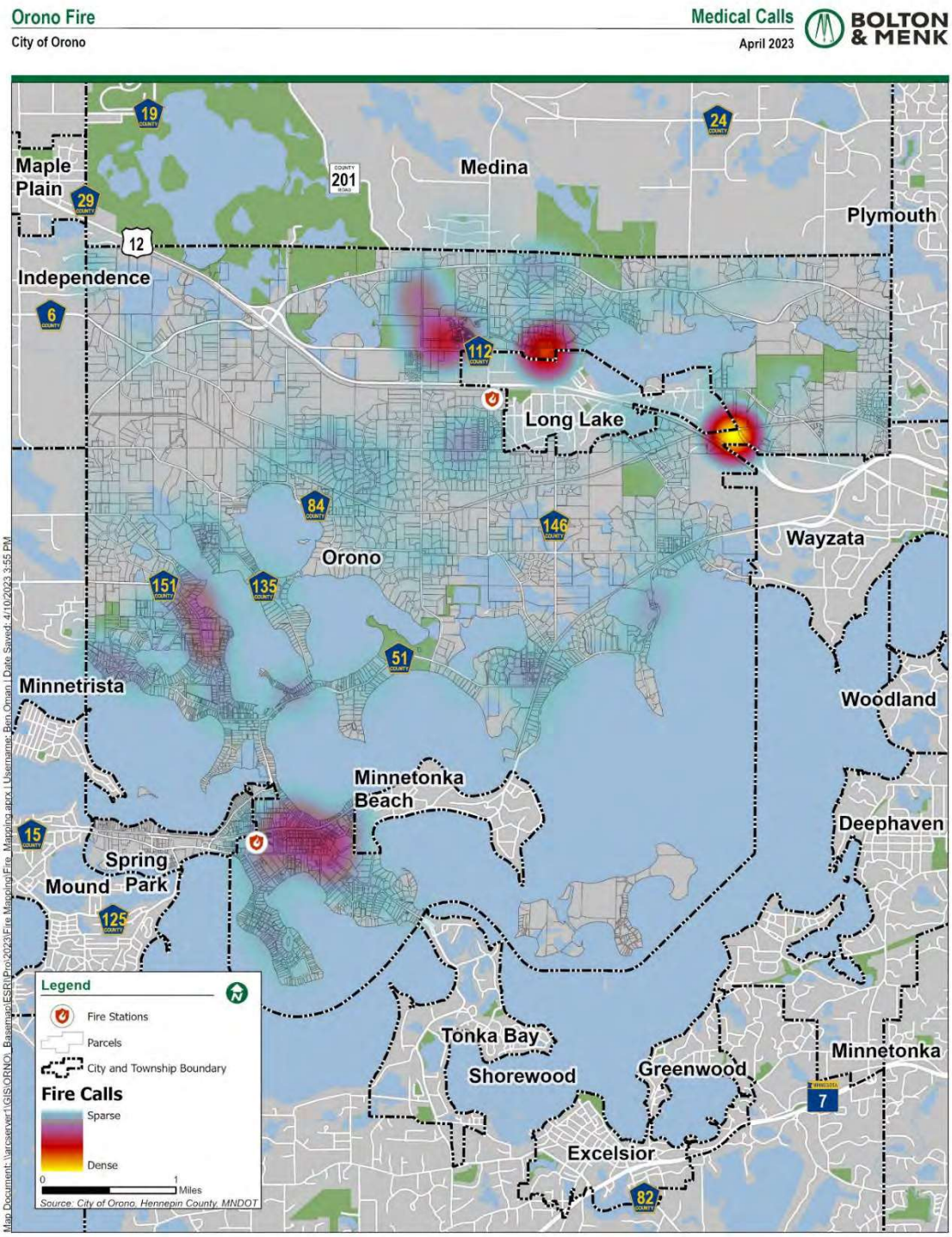
The above heat map is for alarm calls in the City of Orono in the past 9 years.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



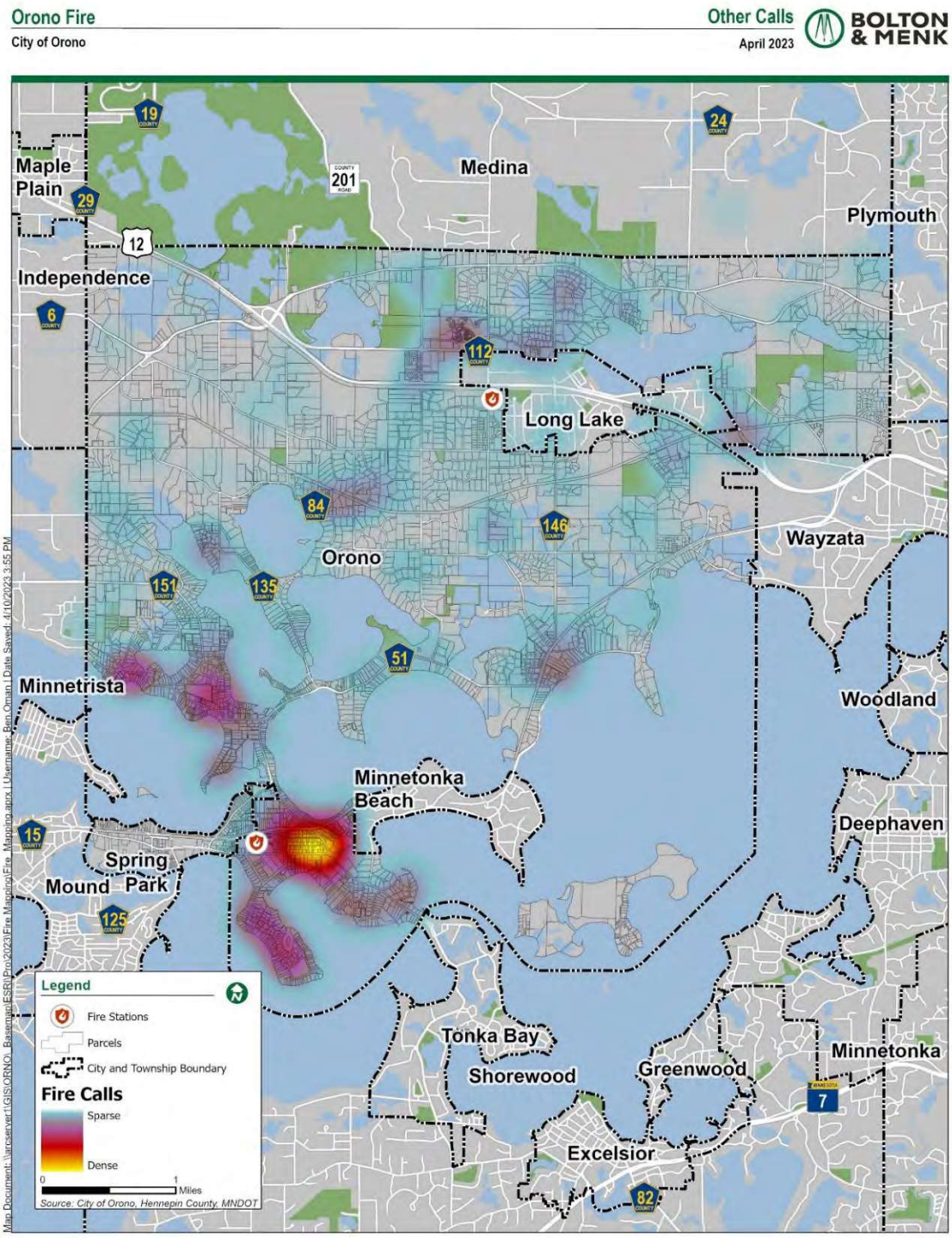
The above heat map is for fire calls in the City of Orono for the past 9 years.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



The above heat map is for medical calls in the City of Orono for the past 9 years.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



The above heat map is for the other calls in the City of Orono in the past 9 years.

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

27-CV-23-9758

Annex B – Orono Fire Capital Plan

Fire Capital Improvement Fund

Balance 12/31/22 $0

Table B-2

Project	Current 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Fire CIP	$207,500	$858,260	$1,328,400	$700,000	$1,350,000	$77,000	$165,000	$70,000	$357,000	$938,200	$176,000
Total Expenses	$207,500	$858,260	$1,328,400	$700,000	$1,350,000	$77,000	$165,000	$70,000	$357,000	$938,200	$176,000
Revenue - General Fund Transfer (2)	$200,000	$565,000	$565,000	$565,000	$565,000	$565,000	$565,000	$565,000	$565,000	$565,000	$565,000
Revenues - Interest (2)	$0	$1,550	$0	$0	$0	$0	$0	$0	$0	$2,973	$0
Transfer from EIO	$85,000										
LL Buy Out Engine 22 and CMD 1				$455,250							
Annual Balance	$77,500	($291,710)	($763,400)	$320,250	($785,000)	$488,000	$400,000	$495,000	$208,000	($370,227)	$389,000
Year End Cash Balance	**$77,500**	**($214,210)**	**($977,610)**	**($657,360)**	**($1,442,360)**	**($954,360)**	**($554,360)**	**($59,360)**	**$148,640**	**($221,587)**	**$167,413**

Fire Facilities

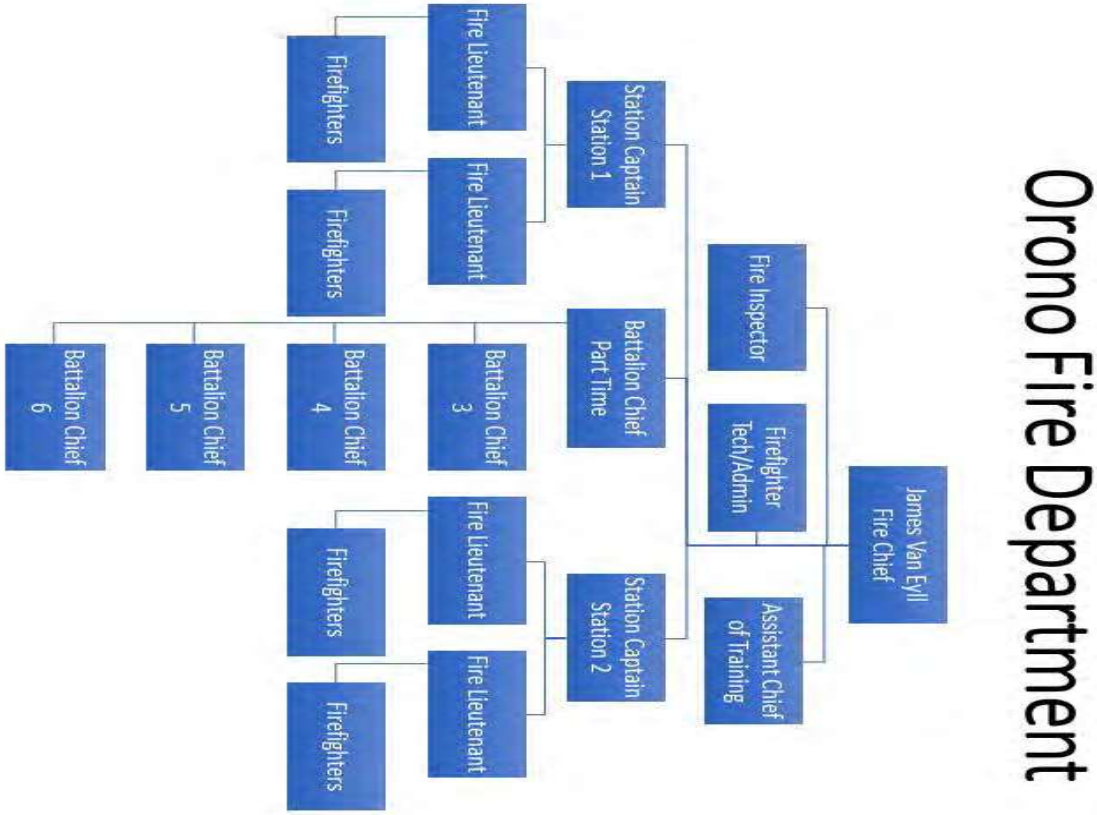
Balance 12/31/22 $3,000,000

Project	Current 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Operation and Maintenance (1)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
CIP Expenditures	$0	$338,200	$928,200	$1,125,000	$0	$0	$0	$0	$0	$0	$0
Total Expenses	$0	$338,200	$928,200	$1,125,000	$0	$0	$0	$0	$0	$0	$0
Tax Levy	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Transfer from other Funds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bond Sale/Bonding Bill/Other (Repurpose PW Bldg)		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Annual Balance	$0	($338,200)	($928,200)	($1,125,000)	$0	$0	$0	$0	$0	$0	$0
Year End Cash Balance	**$3,000,000**	**$2,661,800**	**$1,733,600**	**$608,600**	**$608,600**	**$608,600**	**$608,600**	**$608,600**	**$608,600**	**$608,600**	**$608,600**

27-CV-23-9758

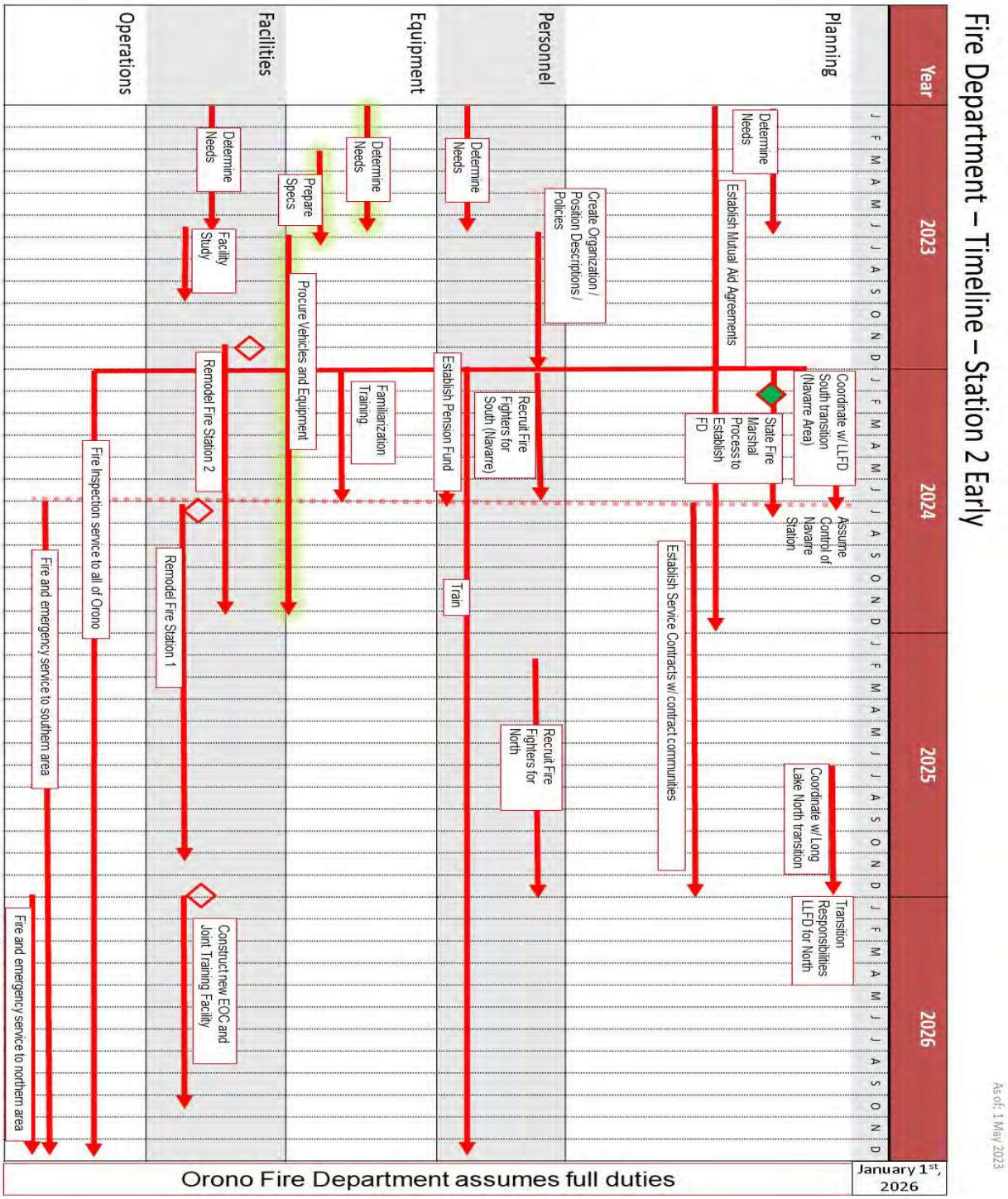
Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Annex C – Orono Fire Organizational Chart

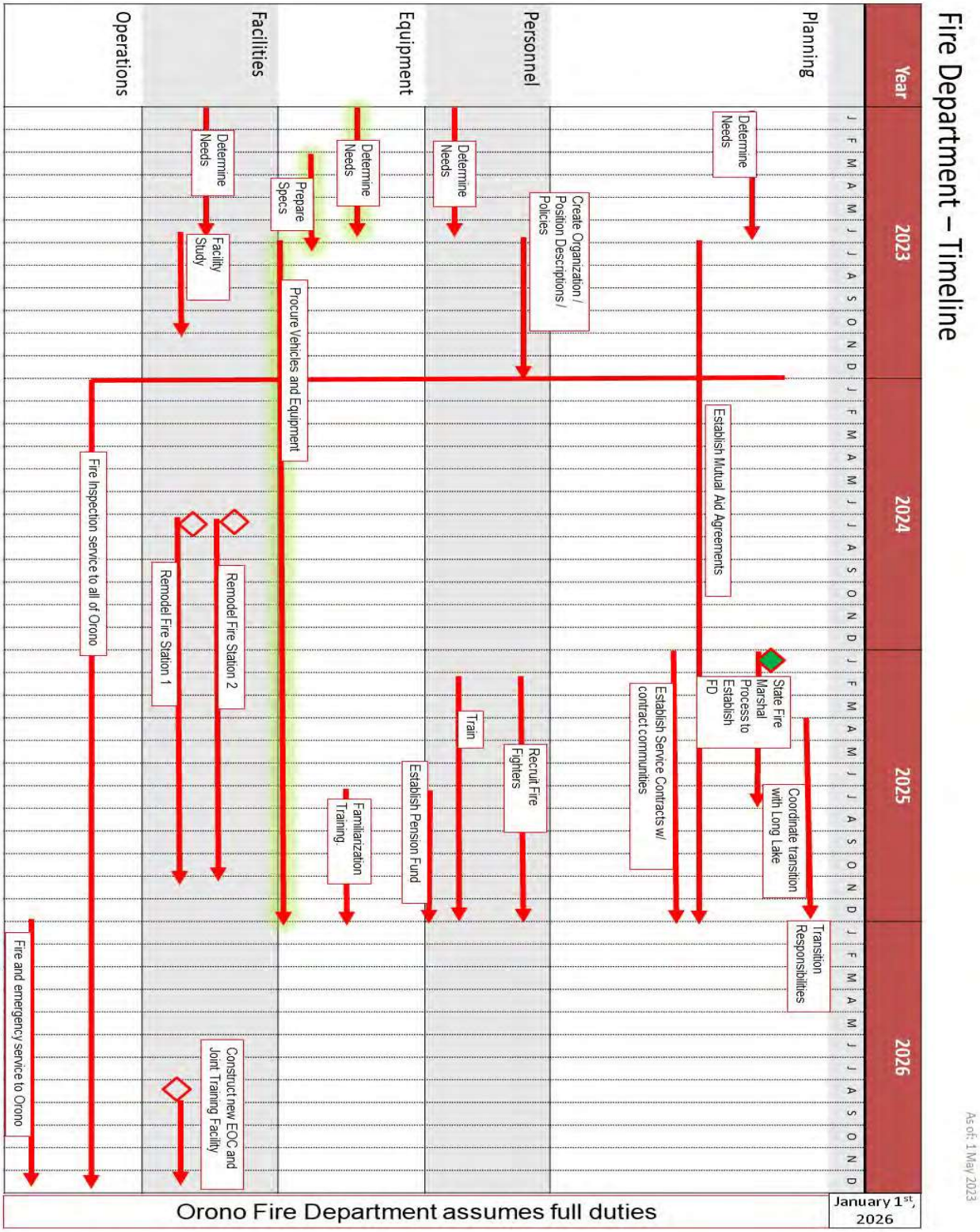


Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Annex D – Timeline



Filed in District Court
State of Minnesota
6/23/2023 1:43 PM



27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Annex E – Management Component Charts

Foundational Management Elements Chart

	Long Lake Fire Department
Mission, Vision, Strategic Planning, Goals and Objectives	
Mission Statement	Yes
Displayed	Yes
Periodic Review	Yes
Vision Established and Communicated	Yes
Values of Staff Established	Yes
Strategic or Master Plan	No
Adopted by Elected Officials	N/A
Published and Available	N/A
Periodic Review	N/A
Agency Goals and Objectives Established	Yes
Date Developed	Annually
Periodic Review	Yes
Tied to Division/Personnel Performance Statements/Plans	Yes
Objectives Linked to Programs	N/A
Performance Objectives Established	N/A
Code of Ethics Established	Yes

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Management and Processes Chart

	Long Lake Fire Department
Availability of SOPs, Rules and Regulations, Policies	
Copies of Rules Provided	Yes
Last Date Reviewed	Annually
Copies of SOGs or Guidelines Available	Yes
Regular Update	Yes
Process for Development of New SOGs	Yes
SOGs Used in Training Evolutions	Yes
Policy Manual Available	Yes
Reviewed for Consistency	Yes
Reviewed for Legal Mandates	Yes
Training on Policies Provided	Yes
Internal Communications	
Regularly Scheduled Staff Meetings	Yes
Written Staff Meeting Minutes	No
Memos	Yes
Member Newsletter	Yes
Open Door Policy	Yes

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Record Keeping and Documentation Chart

	Long Lake Fire Department
Document Control	
Process for Public Access Established	Yes
Hard Copy Files Protected	Yes
Computer Files Backed Up	No
Document Security	
Building Security	Yes
Office Security	Yes
Computer Security	Yes
Monetary Controls Used	
Cash Access Controls	N/A
Credit Card Controls	Yes
Purchasing Controls	Yes
Reporting and Records	
Periodic Report to Elected Officials	Yes
Financial Report	Yes, Annually
Management Report	Yes
Annual Report Produced	Yes
Distributed to Others	Yes
Required Maintenance Records	
Incident Reports	Yes
Patient Care Reports	Yes
Exposure Records	Yes

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

SCBA Testing	Yes
Hose Testing	Yes
Ladder Testing	Yes
Pump Testing	Yes
Breathing Air Testing	Yes

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Annex F – Equipment Standards

NFPA 1901 governs the design of fire apparatus while NFPA 150020 addresses firefighter healthy safety. Together these two standards have assisted in developing the concept of the "Clean Cab". In the typical fire apparatus design, contaminated firefighter protective gear and equipment are loaded or bracketed into the apparatus cab as firefighters leave a fire incident and return to the fire station. The smell of a "fire" and associated carcinogen particles lingers in the cab and is noticeable even days later. The science has proven that carcinogens attach to the PPE and equipment and continue to off-gas while firefighters are in the apparatus. This concept focuses on specifically designing the cab of new apparatus to be free from firefighting equipment that can be easily contaminated on the fireground. This includes equipment such as self-contained breathing apparatus (SCBA), tools, hand lights and other small equipment. The design provides a nonporous interior so that the cab can be easily cleaned after a fire to reduce any secondary cross contamination. The goal is to reduce firefighter exposure to contaminated gear and off-gassing equipment and to address numerous other safety concerns. Long Lake Fire does go through a gross decontamination process on scene after every fire incident before going back to the fire station. The Orono Fire Department should incorporate this best practice into our specifications for all new fire apparatus and push to make sure this is in any used fire apparatus that we may purchase going forward.

Annex D of NFPA 190121 includes life cycle recommendations regarding frontline and reserve apparatus. The standard recommends that apparatus should provide 15 years of frontline service and then be turned over for reserve status. The annex further recommends that apparatus that are more than 25 years old be retired from the vehicle fleet. Reviewing the above fleet, the fire department should have 2 frontline engines and one reserve. Currently one apparatus is at the 25-year mark and in need of replacement. There will need to be a significant investment in the fleet over the next 5 to 10 years regardless of who is operating the fire department. This investment may need to be sooner due to the ever-lengthening lead times for fire equipment, PPE and apparatus. Common life expectancy for types of apparatus are as follows; Engine/Pumper 20 years, Ladder 25 years, Tanker/Tenders 25 years, Rescue 10 years, Utility 10 years, Staff 7 years or if a vehicle is over 100,000 miles.

[20] NFPA 1500: Standard on Fire Department Occupational Safety and Health Program; NFPA
[21] NFPA 1901: Standard for Automotive Fire Apparatus; NFPA

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Annex G – Emergency Response Staffing Charts

Fire Response Staffing	
Responders	On Scene Roles
1	Incident Commander
1	Engine/Pump Operator
2	Firefighters on attack line
2	Firefighters on backup line
1	Company Officer/Firefighter for attack line
1	Company Officer/Firefighter for backup line
2	Firefighters for search and rescue
2	Firefighters for ventilation
2	Firefighters for rapid intervention
1	Aerial/Ladder Operator
15	Total Responders Needed

Non-Structure Fire Staffing	
Responders	On Scene Roles
1	Incident Commander
1	Engine/Pump Operator
1	Engine/Pump Officer
2	Firefighters on attack line
5	Total Responders Needed

DRAFT

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EMS Incident Staffing	
Responders	On Scene Roles
1	Rescue Operator
1	Rescue Officer
2	Patient Care
4	Total Responders Needed

Auto Crash with Extrication Incident Staffing	
Responders	On Scene Roles
1	Incident Commander
1	Engine/Pump Operator
1	Engine/Pump Officer
2	Firefighters on attack line
1	Backup Engine/Pump Operator
1	Backup Engine/Pump Officer
2	Extrication
1	Rescue Operator
1	Rescue Officer
2	Patient Care
13	Total Responders Needed

DRAFT

27-CV-23-9758

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Annex H – Firefighter Health and Safety Information

Ensuring the health and safety of employees should be a high priority in any business or government organization. Many fire service organizations offer proactive health and wellness programs designed to promote and support healthy lifestyles. This program helps to ward off illness and injury. The best practice is to follow NFPA 158222 and International Association of Fire Chiefs (IAFC) / International Association of Fire Fighters (IAFF) wellness program23. Firefighters need to be medically fit to meet the strenuous duties associated with fire ground task and emergency response. In addition, state and federal law mandates respiratory medical assessment, clearance and fit testing for anyone required to wear a respirator. CFR 1910.134(e)(1) requires employees obtain a medical clearance from a physician or other licensed health care professional before they can wear a respirator (including N95, N100, P100 and HEPA respirators), and must be fit tested annually.

A 10-year review (1994-2004) of firefighter line of duty death statistics revealed that 45 percent were the result of heart disease. In 2010, The National Institute for Occupational Safety and Health (NIOSH) conducted a study of the prevalence of cancer in 30,000 firefighters. NIOSH researchers found that firefighters had a 9% increase in a cancer diagnosis and a 14% increase in cancer related deaths. According to NFPA, more than 68% of all firefighters will develop some form of cancer in their lifetimes. The rate of line of duty deaths from cancer-related illness is increasing rapidly and is on pace to overtake cardiac disease as the leading cause of firefighter deaths nationwide.

Ensuring employees are medically cleared to perform rigorous fire ground tasks, along with identifying any pre-existing conditions which may place an employee in jeopardy, is an important screening component in the hiring process and beyond.

According to the International Association of Firefighters, more than 12% of all firefighters will develop heart disease at some point in their lives. Even young and healthy firefighters suffer from hardened arteries and impaired heart function after just three hours of prolonged firefighting, according to a 2010 study from the Illinois Fire Service Institute.24

[22] NFPA1582: Standard on Comprehensive Occupational Medical Program for Fire Departments, NFPA.
[23] The Fire Service Joint Labor Management Wellness-Fitness Initiative Fourth Edition
[24] https://mnfireinitiative.com/resources/heart-health/

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

EXHIBIT 9

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

Larkin Hoffman ATTORNEYS

Larkin Hoffman

8300 Norman Center Drive
Suite 1000
Minneapolis, Minnesota 55437-1060

GENERAL: 952-835-3800
FAX: 952-896-3333
WEB: www.larkinhoffman.com

May 17, 2023

Mayor Dennis Walsh and Orono City Council
City of Orono
2750 Kelley Parkway
Orono, MN 55356

VIA U.S. MAIL AND EMAIL
(aedwards@ci.orono.mn.us)

Re: Orono's Breach of the Agreement and Contract for Fire Protection with the City of Long Lake

Dear Mayor Walsh and Orono City Council:

This correspondence follows my letter of April 25, 2023 pointing out a number of breaches by Orono of its Contract for Fire Protection with the City of Long Lake. On May 8, 2023, Orono published an Orono Fire Needs Assessment that evidences further breach, and anticipatory breach of the Agreement.

Attached to this letter is the December 12, 2011 Addendum to Contract for Fire Protection that was signed by Orono's then Mayor, Lili McMillan and its City Administrator, Jessica Loftus. In that Addendum Fire Station No. 2 in Navarre was included in the overall Agreement, and it is clear that Long Lake has responsibility to "oversee all activities and operations at Fire Station No. 2." (Paragraph 1). Additionally, "Long Lake will be responsible for operating and maintaining the fire station . . .." (Paragraph 2). "The Cities agree that Paragraph #8 of the Existing Fire Protection Agreement includes responsibility for managing the operation of Fire Station No. 2." (Paragraph 5).

Despite this clear language, and the fact that the Fire Protection Agreement extends through December 31, 2025, Orono's Needs Assessment has a number of affirmative assertions that are in direct conflict with the existing Agreement. First and foremost, in Annex D, at pages 70 and 71, there are references to "Assume Control of Navarre Station" in the June/July 2024 timeframe, along with "Remodel Fire Station 1" and "Remodel Fire Station 2" in the July 2024 to November 2025 timeframe. Again, the existing Agreements make clear that Long Lake is responsible for operating and maintaining these stations through December 2025. Under "Recommendations for 2024", the Assessment states: "State Fire Marshall (sic) – The Fire Chief will contact the State fire (sic) Marshall's (sic) office to do an inspection of Station 2 for the purpose of obtaining a fire department identification number." Again, Station No. 2 is under the operation and maintenance of the Long Lake Fire Department. Additionally, Orono is well aware that Long Lake entered into a fire services agreement with Minnetonka Beach based upon the proximity of Station No. 2. Any attempts at restricting Long Lake's access or use of that station would constitute, at the very least, tortious interference with contract. Should Orono take

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

any affirmative steps to assume control of either Station No. 1 or Station No. 2 prior to the expiration of the operative Agreements, Long Lake will immediately institute legal proceedings and seek all available remedies, including injunctive relief.

Other provisions in the Needs Assessment strengthen the concerns expressed in our earlier letter. Under "Recommendations for 2023", the Assessment states: "The City of Orono will have to have special legislation written and passed to facilitate the move (sic) the firefighter's pensions from Long Lake to Orono Relief Association." (Paragraph 7.1.1(1)). Furthermore, paragraph 7.1.4(6) of the Assessment states: "Orono should start to engage Minnetonka Beach in conversation for the Orono Fire Department to cover the City of Minnetonka Beach, which has been covered by the Long Lake Fire Department." Under "Recommendations for 2024", the Assessment further states "Orono should start to engage Medina in conversation for the Orono Fire Department to cover the small area of Medina which has been covered by the Long Lake Fire Department. . . ." These two statements are a clear indication of Orono's tortious intent to interfere with existing contracts, and are illegal on their face.

Given the contents of Orono's Needs Assessment published after my previous letter was sent, it is clear that Orono continues to breach the Fire Protection Agreement, and intends to breach it in additional ways and interfere with Long Lake's existing contracts. Long Lake stands ready to vigorously defend its legal and contractual rights, and in so doing protect the residents of Orono, Long Lake, Medina and Minnetonka Beach. As always, Long Lake is willing to collaborate toward sustainable, forward-thinking fire services in our communities and its welcomes a response to the counter-proposal that was sent to Orono in January 2023.

Sincerely,

Christopher H. Yetka, for
Larkin Hoffman Daly & Lindgren Ltd.

Encl.

Direct Dial: 952-896-3308
Email: cyetka@larkinhoffman.com

c: (w/encl): Soren Mattick, Esq.
City of Long Lake

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

ADDENDUM TO CONTRACT FOR FIRE PROTECTION

THIS CONTRACT is made and entered into this 12th day of December, 2011 between the **CITY OF LONG LAKE**, Hennepin County, Minnesota, and the **CITY OF ORONO,** Hennepin County, Minnesota (herein collectively the "Cities").

WHEREAS, the Cities previously entered into an "Agreement and Contract for Fire Protection" dated October 15, 2002 (hereinafter the "Fire Protection Agreement") attached hereto as Exhibit "A"; and

WHEREAS, the Cities also previously entered into a "Contract for Joint Ownership" of a new fire station located at 340 Willow Drive, Orono, Minnesota (hereinafter the "Long Lake Fire Station ") attached hereto as Exhibit "B"; and

WHEREAS, the Contract for Joint Ownership provides that at the time of completion of construction of the Long Lake Fire Station that Long Lake will be responsible for operating and maintaining the fire station, and that the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services provided from the fire station would be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place; and

WHEREAS, The Long Lake Fire Station has been built and is operational; and

WHEREAS, The Long Lake Fire Department is now providing fire services to the Navarre area of Orono; and

WHEREAS, The Long Lake Fire Station #2 has now been built in Navarre, and is operational; and

WHEREAS, the Cities desire to add an addendum to the existing Fire Protection Agreement to reflect the provision of fire services to the Navarre area of Orono, and the operational costs related to Fire Station No.2.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth the Cities do hereby agree as follows:

1. **FIRE STATION No. 2 OPERATIONS.** Long Lake agrees to oversee all activities and operations at Fire Station No. 2 under the same terms and conditions as previously agreed to in the existing Fire Protection Agreement. All references in the existing Fire Protection Agreement to the Long Lake Fire Station shall be extended to include Fire Station No. 2.

2. **COSTS AND EXPENSES.** Long Lake will be responsible for operating and maintaining the fire station, and the costs incurred by Long Lake for operating and maintaining the fire station building along with the costs associated with the operation of the services

Filed in District Court
State of Minnesota
6/23/2023 1:43 PM

provided from the fire station will be reimbursed to Long Lake as part of an amended Fire Protection Agreement using the same cost-sharing formula as is currently in place.

3. **DEFINITIONS.** The Cities agree that "City Fire Service Areas" and the "Total Fire Services Areas" have changed to include the Navarre area of Orono, as indicated on the attached map.

4. **SERVICES TO BE RENDERED.** The Cities agree that Paragraph #2 of the existing Fire Protection Agreement is intended to include and cover the services and operations related to the Navarre area of Orono, and Fire Station No. 2.

5. **LONG LAKE OPERATIONAL RESPONSIBILITY.** The Cities agree that Paragraph #8 of the Existing Fire Protection Agreement includes responsibility for managing the operation of Fire Station No. 2.

6. **STATE FIRE AID ALLOCATION AGREEMENT** (2% insurance). The Fire State Aid allocation agreement has been amended to allocate the State Aid related to the Navarre area to the City of Long Lake.

APPROVED by the Cities of Long Lake and Orono on the date first above written.

CITY OF LONG LAKE

BY: _____
Its Mayor

AND _____ 12/07/11
Its City Administrator

CITY OF ORONO

BY: _____
Its Mayor

AND _____
Its City Administrator