

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF GOODHUE

FIRST JUDICIAL DISTRICT

Case Type: Civil

Minnesota Center for Environmental
Advocacy,

Court File No.: 25-CV-25-2298

Plaintiff,

vs.

**ORDER AND MEMORANDUM
GRANTING MOTION**City of Pine Island; Ryan Companies US,
Inc.,**FOR TEMPORARY RESTRAINING
ORDER**

Defendants.

**AND
DENYING MOTION FOR SUMMARY
JUDGMENT**

The above captioned matter came on for hearing on April 6, 2026, before the Honorable Patrick M. Biren, Judge of Goodhue County District Court, at the Goodhue County Justice Center, 454 West Sixth Street, City of Red Wing, County of Goodhue, State of Minnesota.

Abigail Hencheck, Esq. appeared with Ashlyn Kenzior, Esq. on behalf of Plaintiff Minnesota Center for Environmental Advocacy. Paul Reuvers, Esq. appeared on behalf of Defendant City of Pine Island. Michael Drysdale, Esq. appeared with Brian Bell, Esq. on behalf of Defendant Ryan Companies U.S., Inc. All appearances were remote.

Before the Court were 1) Plaintiff's motion for a Temporary Restraining Order to enjoin Defendant Ryan Companies US, Inc. from beginning or continuing any construction or pre-construction activities within the Project Skyway Alternative Urban Areawide Review study area and 2) Defendants' joint Motion for Summary Judgment.

Based on all the files, pleadings, records, and proceedings herein, and on the arguments of the parties, the Court issues the following:

ORDER

1. Plaintiff's Motion for Temporary Restraining Order Enjoining Defendant Ryan Companies US, Inc. from beginning or continuing any construction or pre-construction activities within the Project Skyway Alternative Urban Areawide Review study area is **GRANTED**.
2. The Temporary Restraining Order shall become effective upon the posting of security by Plaintiff in the amount of \$2,000, which security is conditioned to cover costs or damages incurred by the Defendants, should the injunction be found improper.
3. Defendants' joint Motion for Summary Judgment is **DENIED**.
4. The following memorandum is incorporated herein and made a part of this order.
5. Nothing in this Order shall be construed to restrict any remedies Plaintiff may have under the Minnesota Government Data Practices Act, Minn. Stat. §13.01 et seq.

DATED: May 22, 2026**BY THE COURT:**

Biren, Patrick

2026.05.22

14:08:06

Patrick M. Biren
 Patrick M. Biren
 JUDGE OF GOODHUE COUNTY
 DISTRICT COURT

MEMORANDUM

In this suit alleging regulatory violations against Defendants for a proposed development ("Project Skyway") in Pine Island, Minnesota, Plaintiff currently requests a temporary restraining order (TRO) preventing Defendant Ryan Companies US, Inc. from beginning

construction or continuing pre-construction activities related to the Project Skyway Alternative Urban Areawide Review (AUAR) study area. In addition, Defendants make a joint Motion for Summary Judgment.

FACTUAL BACKGROUND

Plaintiff Minnesota Center for Environmental Advocacy (MCEA) is a Minnesota non-profit organization that seeks to protect Minnesota's environment with supporters in the City of Pine Island, Minnesota. Compl. p. 5; Affidavit of Aubree Derksen.

Defendant City of Pine Island (City) is a municipal corporation partially located within Goodhue County, Minnesota. Part of the Project Skyway project area is located within the City and the City is the responsible governmental unit (RGU) required to conduct environmental review under the Minnesota Environmental Policy Act (MEPA) before deciding whether the proposed project can proceed. Comp. p. 5; City of Pine Island Answer, p. 3-4.

Defendant Ryan Companies US, Inc. (Ryan Companies) is the project proposer for the Project Skyway development, and a registered business corporation in the State of Minnesota. Comp. p. 5; Ryan Companies Answer p. 4.

Project Skyway is a proposed technology and industrial development on 482 acres of land that would include at least 100 acres of data center development. Comp. p.1-2; City of Pine Island Answer p. 2; Ryan Companies Answer p. 2.

As early as January 2024, City was in communication with others regarding possible data center development within the city. Exhibit M to Hencheck Affidavit dated March 23, 2026. On November 15, 2024, City Administrator of Pine Island, Elizabeth Howard, entered into a Non-Disclosure Agreement with Ryan Companies "to evaluate whether to enter into a contemplated business transaction ("Transaction"). Exhibit N to Hencheck Affidavit dated March 23, 2026. An identical agreement was entered into between Ryan Companies and Widseth Smith Nolting and

Associates, Inc., the same company in communication with the City in January 2024. Exhibit O to Hencheck Affidavit dated March 23, 2026. These agreements state that Ryan Companies “has been engaged as an agent by a third party client (the “Client”) to act on the Client’s behalf in connection with the Transaction, which client intends to participate in the Transaction.” *Ibid.* These agreements further made the unnamed client a third-party beneficiary of the agreements with a joint and several right to enforce the terms of that agreement. *Ibid.*

In February 2025, discussions between Defendants were continuing, with Ryan Companies sharing a document titled “20250214- Skyway Community Talking Points- FINAL” with City via email. Exhibit L to Hencheck Affidavit dated March 16, 2026. This document described Project Skyway as “Ryan Companies will be constructing this campus for a single client, a US founded and headquartered Fortune 200 Company.” *Ibid.*

On March 4, 2025, the City issued a scoping EAW for Project Skyway describing two possible development scenarios: “Mixed Technology Center/Light Industrial Scenario (Scenario A) and Technology Center Scenario (Scenario B.). Admin R. 000032. The Scoping EAW was noticed on the City’s website, in local papers and the EQB Monitor on March 18, 2025, with a 30-day comment period. On May 6, 2025, the City voted to proceed with an AUAR for the project and on May 20, 2025, the Final Order for Review was published in the EQB Monitor. On June 3, 2025, the City passed Resolution 25-23 approving distribution of the Project Skyway Draft AUAR which was published in the EQB Monitor on June 17, 2025 and open for a 30-day comment period. On August 19, 2025, the City passed Resolution 25-34 approving distribution of the Project Skyway Final AUAR, which was published in the EQB Monitor on September 2, 2025. The City approved the Final AUAR on September 16, 2025, which was published in the EQB Monitor on September 30, 2025.

Prior to commencing this lawsuit, MCEA made a request on October 6, 2026 to the City under the Minnesota Government Data Practices Act (MGPDPA) requesting all documents related to the proposed development known as Project Skyway or other potential data center developments within the City. MCEA commenced this lawsuit on October 16, 2025, and Defendants filed their Answers on November 12 and 13, 2025 respectively. On December 9, 2025, MCEA obtained a motion hearing date for February 2, 2026 and then on December 12, 2025, MCEA filed a Motion for a Temporary Restraining Order (TRO) requesting the Court grant that motion without holding a hearing based upon the appearance of site work beginning. Defendant Ryan Companies filed a request for additional time to respond to Plaintiff's motion and after that response was filed, a remote motion hearing was scheduled for December 23, 2025. The court issued an order on December 29, 2025 denying the Motion for a TRO based upon, at that time, a lack of irreparable harm as construction was not likely prior to July 2026.

After that order, City issued a Conditional Use Permit for the project; the parties worked together towards stipulating to a briefing schedule for the anticipated motion practice; the City produced the Administrative Record, and the City produced documents in response to MCEA's MGPDPA request in three waves on February 13, February 17 and February 23, 2026. The City described the February 23, 2026 disclosures to MCEA as the remaining documents responsive to MCEA's data request. Hencheck Affidavit dated March 23, 2026, ¶16. On February 24, 2026, the news broke that Google was the client end user of the proposed data center. Exhibit F to Drysdale Affidavit dated March 9, 2026.

On March 3, 2026, MCEA notified the City of insufficiencies in the document disclosures and requested disclosure of the missing documents. Specifically, MCEA was not able to access documents at hyperlinks in emails. As of March 20, 2026 MCEA had not received a response to this request. At the hearing on April 6, 2026, the City argued that disclosure of

those documents linked in the emails were not required under the MGDPA as the hyperlinks were maintained by Stantec, a company working with Defendant Ryan Companies and not an agent of the City.

ANALYSIS

I. MCEA's Motion for a Temporary Restraining Order

Rule 65 of the Minnesota Rules of Civil Procedure provides a procedure for a party to obtain a temporary restraining order or temporary injunction. The purpose of such relief is to preserve the rights of parties “pending an adjudication on the merits.” *Metro. Sports Facilities Comm'n v. Minn. Twins P'ship*, 638 N.W.2d 214, 220 (Minn. App. 2002), rev. denied (Minn. Feb. 4, 2002).

A TRO or temporary injunction may be granted if by affidavit, deposition testimony, or oral testimony in court, the movant demonstrates that there is no adequate legal remedy, and that the injunction is necessary to prevent irreparable harm. Minn. R. Civ. P. 65.02(b); *Medtronic, Inc. v. Advanced Bionics Corp.*, 630 N.W.2d 438, 451 (Minn. Ct. App. 2001). “Because a temporary injunction is granted before a trial on the merits, a showing of irreparable harm is required to prevent undue hardship to the party against whom the injunction is issued, whose liability has not yet been determined.” *DSCC v. Simon*, 950 N.W.2d 280, 286 (Minn. 2020) (quotation omitted).

Additionally, in evaluating a claim for a temporary injunction, courts consider the *Dahlberg* factors:

1. The nature and background of the relationship between the parties preexisting the dispute giving rise to the request for relief.
2. The harm to be suffered by the plaintiff if the temporary restraint is denied as compared to that inflicted on defendant if the injunction issues pending trial.
3. The likelihood that one party or the other will prevail on the merits when the fact situation is viewed in the light of established precedents fixing the limits of equitable relief.

4. The aspects of the fact situation, if any, which permit or require consideration of public policy expressed in the statutes, State and Federal.
5. The administrative burdens involved in judicial supervision and enforcement of the temporary decree.

Dahlberg Bros. v. Ford Motor Co., 137 N.W.2d 314, 321-22 (Minn. 1965). However, “[t]he failure to show irreparable harm is, by itself, a sufficient ground upon which to deny a preliminary injunction.” *Morse v. City of Waterville*, 458 N.W.2d 728, 729 (Minn. Ct. App. 1990).

A. Plaintiff has shown it will suffer irreparable harm if the Temporary Restraining Order is not granted.

MCEA argues it seeks the TRO to preserve the status quo, as at this time the City has issued the Conditional Use Permit for Project Skyway and Defendants say construction is still planned to begin in July 2026. MCEA must show the “threatened injury is real, substantial and irreparable.” *Independent School District No. 35 v. Engelstad*, 144 N.W.2d 245, 248 (Minn. 1966). Failure to comply with environmental review itself can constitute irreparable harm to Plaintiffs. *Sierra Club v. U.S. Army Corps of Engineers*, 645 F.3d 978, 995 (8th Cir. 2011); *Sierra Club v. U.S. Army Corps of Engineers* 446 F.3d 808, 816 (8th Cir. 2006).

MCEA argues Project Skyway could be built without adequate environmental review and without it having a chance for a decision on the merits of their challenge to environmental review if construction begins in July 2026 as scheduled. Further, MCEA’s challenge to the environmental review process would be moot if construction begins. *See Neighborhood Transp. Network, Inc. v. Pena*, 42 F.3d 1169, 172; *Duluth Press All. v. N. Creek. Inv. II, LLC*, 2023 WL 8368477 at *7 (Minn. Ct. App. 2023).

Additionally, MCEA notified the City on March 3, 2026 that the City’s MGDPA disclosures, which MCEA had requested six months earlier, were insufficient in that

MCEA could not access the information contained at hyperlinks in emails. The MGDPA defines “government data” subject to disclosure as “all data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.” Minn. Stat. §13.02 sub. 7. The record does not reflect exactly whose emails are involved and whether the information at the hyperlinks was “collected, created, received, maintained or disseminated by” the City, however the documents linked in the emails must have been received by City if the links are in emails disclosed by City under MGDPA.

When denying access to the requested information it determined was not subject to disclosure, the City was required to “inform the requesting person of the determination either orally at the time of the request, or in writing as soon after that time as possible, and *shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.*” [emphasis added].¹ Minn. Stat. §13.03 subd. f. Notably, City does not argue that it has complied with this obligation under the MGDPA. Instead, City argues the Plaintiff’s MGDPA request is not a part of this litigation and there is no discovery in record review cases. City does not, however, cite any legal authority for this proposition. The Court finds MCEA’s MGDPA request for documents related to Project Skyway and any other potential data centers, and to which City has a legal obligation to respond and disclose under statute, is very much relevant to this lawsuit over the environmental procedures used by the City in approving

¹ Since the step of a written response laying out the statutory basis upon which City bases its decision to deny disclosure of requested records has not occurred, the Court considers MCEA’s request under MGDPA as not fully answered and assumes, for purposes of these motions, that Plaintiff is entitled to receive further information pursuant to its October 6, 2025 request.

Project Skyway, particularly in light of the Non-Disclosure Agreement between Defendants.

If this litigation is not paused in order to require the City to comply with its legal obligations under the MGDPA, Plaintiffs will be irreparably harmed as they will have no opportunity to review the data requested that is determined to be required to be disclosed. Further, Plaintiff will not be able to potentially use the information contained therein in their challenge to the environmental review performed for Project Skyway, as they are using other information disclosed under the MGDPA request. Finally, the purpose of the MGDPA will be frustrated if a failure to comply with its provisions is unanswered.

Based upon the facts currently in evidence, Plaintiff has shown that it will suffer irreparable harm if the temporary restraining order is not granted. The Court, therefore, will also weigh the *Dahlberg* factors in considering Plaintiff's motion.

B. The *Dahlberg* factors weigh in favor of granting the Temporary Restraining Order.

1. The nature and the background of the relationship between the parties preexisting the dispute giving rise to the request for relief.

This factor is specifically about the relationship between the parties prior to the dispute. In one case, for example, the Minnesota Supreme Court found significant the parties' 40-year long business relationship (*Dahlberg* at 314); in another, the Court of Appeals looked at the parties' prior stipulated settlement agreement (*City of Mounds View v. Metropolitan Airports Comm'n*, 590 N.W.2d 355 (Minn. Ct. App. 1999)). There is no significant relationship or history between the parties in this matter. This factor, therefore, favors neither party.

2. The harm to be suffered by Plaintiff if the temporary restraint is denied as compared to that inflicted on Defendant if the injunction issues pending trial.

As discussed above, the harm to MCEA if the TRO is denied includes: loss of access to the information requested and required to be disclosed under the MGDPA for use in their lawsuit, Project Skyway could be built without adequate environmental review and without MCEA having a chance for a decision on the merits of their challenge, based upon all available facts, to the environmental review process used if construction begins in July 2026 as scheduled, and MCEA's challenge to the environmental review process becoming moot if construction begins.

Defendant Ryan Companies alleges it will incur increased costs from any delay in the construction process, estimated to be as much or more than \$5 million.

The harm to Plaintiff at this point is greater, particularly in light of some of their harm being due to City's actions on the MGDPA requests. This factor, therefore, favors granting the TRO.

3. The likelihood that one party or the other will prevail on the merits when the fact situation is viewed in the light of established precedents fixing the limits of equitable relief.

The probability of success in the underlying action is a 'primary factor' in determining whether to issue a temporary injunction. *Minneapolis Federation of Teachers Local 59 v. Minneapolis Public Schools, Special School District No. 1*, 512 N.W.2d 107, 110 (Minn. Ct. App. 1994), *review denied* (Minn. March 21, 1994). Plaintiff need not prove their case at this stage as the bar for establishing likelihood of successes on the merits is low. *First & First LLC v Chadco of Duluth LLC* 999 N.W.2d 553, 560 (Minn. Ct. App. 2023). Even a doubtful showing allows a court to consider issuing a temporary injunction. *Metropolitan Sports Facilities Comm'n v. Minnesota*

Twins Partnership, 638 N.W.2d 214, 226 (Minn. Ct. App. 2022). Defendant City argues they are afforded great deference in a decision on the merits. City does not cite, however, any case law using that standard of deference in an analysis of the *Dahlberg* factors.

MCEA's arguments pertaining to this factor can be addressed in two groups. The first is a procedural argument relating to whether an AUAR was the appropriate form of environmental review, absent application of the requirements applicable to large specific projects. An AUAR is a "streamlined environmental review process" that was created as an alternative to Environmental Impact Statements (EIS) and Environmental Assessment Worksheets (EAW). *In re Final AUAR & Mitigation Plan*, 973 N.W.2d 331, 333 (Minn. Ct App. 2022). The AUAR is still required to "address the same issues and utilize similar procedures as an environmental impact statement [EIS]." Minn. Stat. §116D.04 subd. 4a. Also, an AUAR "could occur earlier in the process of planning development." Minn. Env't Quality Bd., Statement of Need and Reasonableness, *In re Proposed Amendments to the Rules Governing Environmental Review* at 25. (1988). When an AUAR includes a large specific project, additional procedures are required under Minn. R. 4410.3610, subp. 5a.

The AUAR was conducted based upon two proposed development alternatives: Development Scenario A: Mixed Light Industrial and Technology Center and Development Scenario B: Technology Center. Admin. R. 000609-000610. MCEA essentially argues this was a pretext and a large specific project, requiring the additional procedures under Minn. R. 4410.3610, subp. 5a., was actually intended by Defendants. MCEA points to evidence received pursuant to their MGDPA requests in support of this argument. This includes: a) the NDA between Ryan Companies and the City in

November, 2024 saying Ryan’s unnamed client intended to be involved in the contemplated transaction, (Exhibit N to Hencheck affidavit dated March 23, 2026); b) a February 2025 email from Ryan Companies to City with “Skyway Community Talking Points” describing the project as for “a single client, a U.S. founded and headquartered Fortune 200 company” (Exhibit L to Hencheck affidavit dated March 16, 2026); and c) emails discussing client “Skyway” not just reviewing, but approving, the draft AUAR for “Project Skyway” in May 2025, prior to the public comment period. (Exhibits R and S to Hencheck affidavit dated March 23, 2026). Despite this evidence of a single large project for a single client, the AUAR process described the project in general terms, referring to “when a specific tenant(s) are identified.” Admin R 001027.

MCEA’s second group of arguments are specific to the contents of the actual AUAR document. These claims include the AUAR using an overly vague project description which was required to be comparable to a scoping EAW, and the insufficiency of the environmental impacts analysis, including estimates of greenhouse gases, water use, and noise, in part consequent to the lack of detail in the project description. A scoping EAW must describe the “purpose of the project, methods of construction, quantification of physical characteristics and impacts, project site description, and land use and physical features of the surrounding area.” Minn. R. 4410.1200(C). The Final AUAR, however, gives only a generic, dictionary definition description of what a data center is, without describing the data center that is being proposed. Admin Record 000608.

In addition, MCEA argues the mitigation plan addressed in the AUAR is inadequate because its fails to specify enforceable measures that “will be imposed”, as

required by Minn. R. 4410.3610 subp. 5(C). As an example, under “Air” the mitigation strategies are listed as “BMP’s shall be implemented during construction to control dust, which *may* include...” [emphasis added.] In addition, the mitigation strategies for noise lists “measures that *may* be considered to achieve compliance” [emphasis added] and recommends an “updated noise assessment be completed at a later design state to finalize noise mitigation requirements for the site.” Admin R. 000672. They argue these, and other, mitigation plans in the Final AUAR are possibilities, not commitments that “will be implemented” as required Minn. R. 4410.3610 subp. 5(C).

MCEA has made a showing of possible success on the merits. This factor, therefore, favors granting the TRO.

4. The aspects of the fact situation, if any, which permit or require consideration of public policy express in the statutes, State and Federal.

There are competing public policies expressed in statutes in this matter. Minn. Stat. §116D.04 subd. 2b instruct that projects may not be started and final government permits issued until after environmental review is complete. Minn. Stat. §15.99, however, favors prompt review of land use permit applications.

Additionally, the MGPDA presumes that government data is accessible by the public unless there is a federal law, state statute or other classification that provides the data is not public. From the evidence we have in the record, the City has not complied with the MGDPA in either fully disclosing the data requested by MCEA or in explaining in writing the statutory basis upon which the denial is based. If MCEA does not receive the requested TRO, it will lose its opportunity to meaningfully review and take actions based upon their review of the data that may yet be disclosed pursuant to the MGDPA. Public policy, therefore, favors granting the TRO.

5. The administrative burdens involved in judicial supervision and enforcement of the temporary decree.

With the TRO in place, there are no burdens on the court for supervision or enforcement pending Plaintiff's Summary Judgment Motion. Ryan Companies argues granting the TRO will be burdensome to the court as the court will become a construction overseer but that's clearly hyperbole as there will be no construction occurring to oversee. City acknowledges the burden on the court in granting the TRO is not substantial.

Without the TRO in place, however, the burdens on the court will increase as the process becomes fragmented. Plaintiff's other lawsuit against these same Defendants, filed after the City approved the Conditional Use Permit, will continue, and the court will get involved in an additional aspect of this proposed construction.

It is, therefore, less burdensome to the court to preserve the status quo at this stage and make a determination, at the appropriate time when all the facts are available, whether proper environmental review has occurred before the matter continues forward. This factor, therefore, favors granting the TRO.

Overall, four of the *Dahlberg* factors favor granting the TRO and one factor is neutral. The Court, therefore, grants the TRO requested by Plaintiff.

C. Imposition of a Bond.

The parties discuss in their briefs what amount the Court should impose upon Plaintiff as security under Minn. R. Civ. Pro. 65.03 if the TRO is granted. The minimum bond amount is \$2,000 set by Minn. R. Gen. Prac. 135. Plaintiff seeks a minimal bond and Defendant Ryan Companies seeks a \$5 million bond. The amount of the bond, other than the noted minimum, is in this court's discretion. *See State by Drabik v. Martz*, 451

N.W.2d 893, 897 (Minn. Ct. App. 1990). Because the reason for the TRO is at least partially due to Defendant City's lack of proper response to MCEA's MGDPA requests, this Court will impose the minimum \$2,000 bond.

II. Defendants' Joint Motion for Summary Judgement

Summary Judgment under Rule 56 of the Minnesota Rules of Civil Procedure is designed to secure a just, speedy, and inexpensive determination of an action, by allowing a court to dispose of an action on the merits if there is no genuine dispute regarding the material facts, and a party is entitled to judgment under the law applicable to such facts. *DLH, Inc., v. Russ*, 566 N.W.2d 60 (Minn. 1997) (quoted source omitted). Thus, Rule 56 provides that summary judgment is proper when the pleadings, depositions, answers to interrogatories, admissions on file, and affidavits, if any, show there is no genuine issue as to any material fact and that either party is entitled to a judgment as a matter of law. Minn. R. Civ. P. 56.03. When a motion for summary judgment is made and supported, the nonmoving party must present specific facts showing there is a genuine issue for trial. Minn. R. Civ. P. 56.05. If the nonmoving party does not so respond, summary judgment, if appropriate, shall be entered against the nonmoving party. *Id.*

The district court's function on a motion for summary judgment is not to decide issues of fact, but solely to determine whether genuine factual issues exist. *See Nord v. Herreid*, 305 N.W.2d 337, 339 (Minn. 1981) (citation omitted). The court must not weigh the evidence on a motion for summary judgment. *Fairview Hosp. & Health Care Servs. v. St. Paul Fire & Marine Ins. Co.*, 535 N.W.2d 337, 341 (Minn. 1995). That said, a court must view the evidence in a light most favorable to the nonmoving party. *Fabio v. Bellomo*, 504 N.W.2d 758, 761 (Minn. 1993).

A. Plaintiff's request for Rule 56.04 relief

MCEA requests the court deny Defendants' Motion for Summary Judgment under Minn. R. Civ. Pro. 56.04. Rule 56.04 states "if a nonmovant shows by affidavit that, for specified reasons, it cannot present facts essential to justify its opposition, the court may "(a) defer considering the motion or deny it; or (b) allow time to obtain affidavits or to take discovery; or (c) issue any other appropriate order." Such a request must be "specific about the evidence expected, the source of discovery necessary to obtain the evidence and the reason for failure to complete discovery to date." *All. for Metro. Stability v. Metro. Council*, 671 N.W.2d 905, 919 (Minn. Ct. App. 2003).²

While MCEA does have facts upon which to oppose Defendants' motion, they have not received the full disclosures requested in their MGDPA requests or a written statement setting forth the statutory basis upon which the City is basing its decision to deny certain disclosures. They state by affidavit when they made their MGDPA request, when they received responses, when they notified the City of the insufficiency, and the City's lack of response. They also included exhibits with their affidavit showing other information received pursuant to the MGDPA request, which supports their contention that Project Skyway was actually a large specific project requiring additional procedures to have been followed. Plaintiff has been specific in its motion regarding the evidence they expect to find, the source from which they are seeking to find additional information and the reason for the failure to obtain that information is through no lack of diligence on Plaintiff's part in seeking the information.

² This case references what was then Rule 56.06, not the current 56.04, but it is still instructive.

Defendants frame MCEA's Rule 56.04 relief request as incremental document requests and unnecessary discovery. While MCEA did request additional information in January 2026 in the context of the parties' discussions about waiving discovery, even Defendant City categorized that request at the time as duplicative of MCEA's outstanding MGDPA request. Exhibit D to Drysdale Affidavit dated March 9, 2026. Defendants also argue that because the case is one of "record review" MCEA's requested documents are unnecessary. Full disclosure under the MGDPA, while legally required in any case, is also the only way to address whether additional procedures were required for a large specific project pursuant to Minn. R. 4410.3610, subp. 5a, as it seems most, if not all, information that points to Project Skyway being a large specific project has come from the disclosures made so far under the MGDPA.

Overall, Rule 56.04 relief as requested by MCEA is appropriate and the Court denies the Defendants' Motion for Summary Judgment under Rule 56.04.

B. On the merits

In the alternative to relief under Rule 56.04, the Court will also analyze Defendants' motion on the merits. Defendants provide an 8-page statement of undisputed facts with their motion. Plaintiffs in turn provide an 8-page statement of facts in dispute, including alleging that Project Skyway was, in fact, a large specific project that was required to follow the procedures under Minn. R. 4410.3610, subp. 5a. Defendants argue the issue in their motion is whether the AUAR is facially erroneous or contrary to law. Defendants would have the court take their word for it that the Subpart 5a procedures were not necessary and only examine the AUAR itself, regardless of any material fact(s) in dispute Plaintiff has identified that could lead a trier of fact to determine the Subpart 5a procedures were necessary.

On a motion summary judgment, this court must take the facts in the light most favorable to the nonmoving party. Taking the facts as we currently have them in the light most favorable to the nonmoving party, there are, in fact, genuine issues of material fact in this case and summary judgment is not appropriate.

CONCLUSION

Based upon the facts currently before this Court, Plaintiff has shown there will be irreparable harm if the temporary restraining order is not granted at this time. Further, balancing the *Dahlberg* factors weighs in favor of the requested relief. Plaintiff's motion for a temporary restraining order is granted.

In response to Defendants' Motion for Summary Judgment, Plaintiff's requested relief under Minn. R. Civ Pro. 56.04 to deny the motion due to the state of their requests under the MGDPA is granted. Further, in viewing the evidence in the light most favorable to the nonmoving party, there are genuine issues of material fact and therefore Summary Judgment is not appropriate, even absent Plaintiff's Rule 56.04 request.

PMB