

# **Bond Case Briefs**

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## **GOLF - WISCONSIN**

### **Benson v. City of Madison**

**Supreme Court of Wisconsin - June 22, 2017 - N.W.2d - 2017 WL 2687891 - 2017 WI 65**

Golf professionals who oversaw clubhouse operations of public golf courses owned by city brought action against city alleging that it failed to comply with Fair Dealership Law in terminating its relationships with them.

The Circuit Court granted summary judgment for city and denied partial summary judgment for professionals. Professionals appealed. The Court of Appeals affirmed. Professionals filed petition for review, which was granted.

The Supreme Court of Wisconsin held that:

- City was person under Fair Dealership Law;
- Relationships between professionals and city were dealerships under Law;
- Action accrued when professionals were informed that their agreements with city were not going to be renewed;
- Notice of claim statute applied to action; and
- City did not enjoy governmental immunity.

City was person under Fair Dealership Law and, thus, Law applied to it in action brought by golf professionals who oversaw clubhouse operations of public golf courses owned by city alleging that it failed to comply with Law in terminating its relationships with them. Law's definition of person included corporation, which included municipal corporations such as city, words natural person, partnership, joint venture, and other entity in definition of person under Law did not plainly evidence legislative exclusion of municipal corporations from meaning of corporation, and provision of Law listing certain parties to whom it did not apply did not include cities on list.

Relationships between golf professionals who oversaw clubhouse operations of public golf courses owned by city and city were dealerships under Fair Dealership Law. Agreements between city and professionals granted professional right to sell or distribute goods and services, as city produced golf course and opened it up to public in exchange for money and member of public seeking to golf on city course set reservation through professionals and paid fee to professionals, and relationships fell within definition of community of interest, as professionals put substantial resources into relationship by hiring and training employees and purchasing supplies and equipment, and city and professionals shared duties inherent in maintaining operative course, sharing common goals in business relationship.

Action by golf professionals who oversaw clubhouse operations of public golf courses owned by city alleging that city failed to comply with Fair Dealership Law in terminating its relationships with them accrued when professionals were informed that their agreements with city were not going to be renewed, rather than when city's parks supervisor asked for new proposals. When asked for new proposals, professionals did not know what grantor's decision would be and were not capable of assessing whether city had complied with Law.

Notice of claim statute, which increased statute of limitations from one year to one year and 120 days, applied to action by golf professionals who oversaw clubhouse operations of public golf courses owned by city alleging that city failed to comply with Fair Dealership Law in terminating its relationships with professionals. Law's statute of limitations period of one year was not more restrictive than 120-day notice of claim requirements, and, although Law allowed for injunctive relief, it also permitted damages, and professionals did not seek injunctive relief.

City did not enjoy governmental immunity in action by golf professionals who oversaw clubhouse operations of public golf courses owned by city alleging that it failed to comply with Fair Dealership Law in terminating its relationships with professionals. City did not explain why statutory Fair Dealership Law claim was based in tort, and fact that city's decision might have been high-level planning decision that required exercise of discretion and weighing and balancing of numerous factors inherent in governmental decision-making did not establish its rights to immunity.