

**WISCONSIN SUPREME COURT**  
**WEDNESDAY, MARCH 7, 2012**  
**10:45 a.m.**

*This is a review of a decision of the Wisconsin Court of Appeals, District IV (headquartered in Madison), which affirmed an Adams County Circuit Court decision, Judge Charles A. Pollex, presiding.*

2010AP2900

[Wis. Dolls v. Town of Dell Prairie](#)

This case involves a dispute between the owners of Wisconsin Dolls, an adult-themed resort in the Wisconsin Dells, and the town of Dell Prairie and its town board, over a liquor license.

The Supreme Court is asked to review three issues:

1. Does a description of an alcohol licensee's entire property "particularly describe the premises" subject to the license?
2. Does a deficiency in the premises description on an approved and issued alcohol license render the license void?
3. May a local government substantially reduce the area of an alcohol[-]licensed premises without consent of the licensee and without the grounds or procedures set forth under Wis. Stat. § 125.12?

The dispute arose after Wisconsin Dolls submitted a renewal application for the 2009-10 license period with the premises description, "All buildings & property comprising approx. 8 acres."

Although this type of description had never raised red flags in previous years since 2005, a new town clerk was now reviewing license applications. The clerk decided that Wisconsin Dolls' renewal application inadequately described the premises. On June 30, 2009, the clerk issued a license to Wisconsin Dolls that described the covered premises as "Wisconsin Dolls, LLC, 4179 State Road 13, Wisconsin Dells, WI 53965 (Main Bar/Entertainment Building)."

Wisconsin Dolls objected to the narrowing of the scope of its alcohol license to the "Main Bar/Entertainment Building." It sought certiorari review of the Town's decision, asserting that the town's action constituted a nonrenewal of its license. Therefore, Wisconsin Dolls argued, the town was required to follow the notice and hearing procedures in Wis. Stat. § 125.12(3) and could deny renewal only for statutorily prescribed reasons in Wis. Stat. § 125.12(2)(ag).

The circuit court rejected Wisconsin Dolls' arguments. It concluded that the town's action did not amount to a nonrenewal of Wisconsin Dolls' license, and thus the notice and hearing procedures in Wis. Stat. § 125.12(3) and the statutorily prescribed reasons for nonrenewal in § 125.12(2)(ag) did not apply.

Wisconsin Dolls appealed.

The Court of Appeals concluded that Wisconsin Dolls' 2008-09 license, which covered all eight acres of the property, did not "particularly describe the premises" as required by Wis. Stat. §§ 125.26(3) and 125.51(3)(d). The license was therefore void. See § 125.04(2) (providing that "[a]ny license or permit issued in violation of this chapter is void").

The Court of Appeals then reasoned that, as the holder of a void license, Wisconsin Dolls had no license to renew in 2009. See Williams v. City of Lake Geneva, 2002 WI App 95, ¶9, 253 Wis. 2d 618, 643 N.W.2d 864 (holding that "[a void license is] no license")(citation omitted). The only way the holder of a void license may obtain a valid license is to file an application for an original license. Thus, the Court of Appeals reasoned, the notice and hearing protections that must be provided in nonrenewal situations did not apply to Wisconsin Dolls.

A decision by the Supreme Court could clarify the law related to the sufficiency of property descriptions in liquor licenses and the process by which liquor licenses are approved or not approved.