



Written by [Joe Wolverton, II, J.D.](#) on January 9, 2012

Wisconsin Town Council Places Prior Restraints on Political Speech

A drive along any one of the country roads criss-crossing rural Brown County reveals one after the other of the area's many family-owned dairy farms (mega farms are still the minority). In fact, Brown County, home to Morrison, is one of America's largest dairy-producing regions. Such pleasant landscapes are common to most of the surrounding communities dotting this rolling prairie of bucolic midwestern hamlets that are home to the salt of the earth.

Hidden from sight, however, is the petty tyranny of the Morrison Town Board and its egregious agenda of quashing the freedom of speech. This ham-fisted oligarchy is threatening to stain the idyllic tapestry woven by generations of good, law-abiding citizens and muzzle their ability to have a say in the making of the laws that govern them.



So constitutionally offensive are the recent policy positions taken by the Town Board, there is a distinct possibility that legal challenges could bring down serious repercussions upon some members of that council.

The dramatic and despotic story so far is astounding to rehearse. Records of the Morrison Town Board show that in April and July of 2006 the subject of creating a new wind ordinance was discussed by the members of the board. By August 2006, a Chicago-based wind developer, [Invenergy](#), officially requested a permit for erecting a meteorological tower to test wind strength and consistency.

Over the next two and a half years, the town's Plan Commission, following the advice of Town Chairman Todd Christensen, worked closely with representatives of Invenergy to draft a new wind ordinance that would grease the skids for the construction of the Ledge Wind Energy Project.

As reported by the *Green Bay Press Gazette* on March 17, 2007, "Koomen [Morrison Zoning Administrator] said a representative of a wind energy firm has been attending the wind ordinance meetings and providing input."

After years of back-room brokering and back scratching, the Town Board of Morrison finally went public with Invenergy's scheme to build 100 400-foot wind turbines in Morrison and three adjacent townships — Glenmore, Wrightstown, and Holland. Additional details of the surreptitiously formed proposal (arranged without adequate public notice of the magnitude of the project) revealed plans to locate 54 turbines in the 6 x 6 mile area of Morrison; of those, 27 would be hosted by Morrison town officials or their family members who had earlier in 2009 and 2008 signed contracts with Invenergy



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guaranteeing their participation in the project.

It is not difficult to figure out why these sweetheart deals would be so attractive to local leaders and their families. Every landowner hosting an Invenergy wind turbine would be paid an estimated \$8,000 to \$12,000 annually per turbine for 30 years.

By May 2008, town residents were beginning to realize the extraordinary depth of the cozy relationship built over the past couple of years between town officials and Invenergy. Not once did these elected leaders consult with citizens before setting off down the path of partnership with a corporation whose product demonstrably and irreparably harms individual and property rights.

In response to this official disregard, concerned residents of Morrison formed an association aimed at increasing public awareness of the potential damage to health and property associated with construction of the wind farm. At town meetings attended by members of the group, discussions between themselves and the board members who had colluded with Invenergy grew increasingly contentious, as video recordings of the proceedings reveal.

In order to ramp up its visibility in the area, the non-profit, called the [Brown County Citizens for Responsible Wind Energy \(BCCRWE\)](#), initiated a very effective outdoor sign campaign; signs popped up everywhere decrying the wind project.

As awareness spread, opposition to the turbines grew and town officials responded by attempting to limit free speech by severely restricting the size of BCCRWE anti-wind turbine signs. In order to force opponents to remove the signs, Town Chairman Todd Christensen decided to classify signs regarding wind development as “political signs,” same as those covering elections, which the town already restricted as to location, size, and duration, thus relieving the Town Board of the onerous task of passing a new ordinance or rewriting the previous one.

Next, in May 2010, in order to compel obedience to his decrees, Christensen hired a “code enforcer” to cruise around town issuing citations of \$10 to \$200 a day per sign to those citizens defying the “political sign” restrictions.

The aftermath of all this now sees Town of Morrison officials exhibiting what seems to be unhinged recriminations and ongoing harassment of townsfolk who oppose the wind issue.

In fact, as part of the town’s vendetta the Plan Commission has drawn up various unconstitutional proposals to completely eradicate yard signs altogether.

Initially the Plan Commission wanted to set back all political signs 25 feet off the right of way, which would put some signs on front porches and barely readable at 55 mph. They also attempted to limit the size and number of political signs — one per candidate — and wondered about declaring them nuisances and worthy of disorderly conduct charges for being “annoying, disturbing, or derogatory.”

So, the self-interested Town Board of Morrison, Wisconsin, has carpet bombed the wind farm opposition leaving as collateral damage a severely abridged right of free speech.

The current draft for amending Morrison’s sign ordinance, that is set to be voted on by the Town Board in early January contains this section:

2. Political message: A message intended for a political purpose or a message which pertains to an issue of public policy of possible concern to the electorate, but does not include a message intended solely for a commercial purpose.



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Such a measure is constitutionally noxious as will be indicated by the following history of Supreme Court decisions on the matter of suppressing speech through the outlawing of yard signs.

In 1994, the Supreme Court of the United States unanimously overturned a restrictive yard sign ordinance passed in Ladue, Missouri. In the case of [City of Ladue v. Gilleo](#), the court held that residential yard signs were “a venerable means of communication that is both unique and important.” Speaking for the Court, Justice Sandra Day O’Connor wrote:

Displaying a sign from one’s own residence often carries a message quite distinct from placing the sign someplace else, or conveying the same text or picture by other means.... Residential signs are an unusually cheap and convenient form of communication. Especially for persons of modest means or limited mobility, a yard or window sign may have no practical substitute.... Even for the affluent, the added costs in money or time of taking out a newspaper advertisement, handing out leaflets on the street, or standing in front of one’s house with a handheld sign may make the difference between participating and not participating in some public debate.

The high court’s decision in the *Gilleo* case has been followed repeatedly by lower courts considering the issue. In [Curry v. Prince George’s County](#) (1999), a federal district court in Maryland threw out a sign ordinance limiting the placement of political campaign signs in private residences. “There is no distinction to be made between the political campaign signs in the present case and the ‘cause’ sign in *City of Ladue*,” the court wrote. “When political campaign signs are posted on private residences, they merit the same special solicitude and protection established for cause signs in *City of Ladue*.”

Earlier, in the case of [Arlington County Republican Committee v. Arlington County](#) (1993), the 4th U.S. Circuit Court of Appeals invalidated a county law imposing a two-sign limit on temporary signs for each residence. The court noted that “the two-sign limit infringes on this speech by preventing homeowners from expressing support for more than two candidates when there are numerous contested elections.”

Given the clarity of the foregoing judicial decisions, one wonders if perhaps the members of the Town Board of Morrison, Wisconsin, are unfamiliar with the federal court decisions striking down ordinances similar to the one they have imposed by fiat on the citizens of that small town. Or whether, alternatively, they may be receiving inferior legal counsel from opportunistic attorneys they hired to zealously represent their interests in perpetuating the sign-placement ordinance and the punishment of those who dare to resist their will.

Whatever the cause of the continuing corruption and assault on core constitutional liberties, it is certain that representational government has been marginalized in the town of Morrison, leaving hard-working, law-abiding tax payers locked out of the decision-making process and left subject to dictatorial town officials who have anointed themselves the ultimate and unchallenged arbiters of all that is best for Morrison and its citizens.

Citing an “unstable climate” along with “regulatory uncertainty,” [Invenergy backed out of the Brown County Ledge Wind Energy Project](#), canceling all of the related contracts.



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