



WISCONSIN INSTITUTE FOR LAW & LIBERTY INC.
330 E. Kilbourn Ave., Suite 725, Milwaukee, WI 53202-3141
414-727-WILL Fax
414-727-6385
www.will-law.org

August 22, 2025

VIA ELECTRONIC MAIL TO: deputy@villageofbonduel.com

Jennifer Falk, Deputy Clerk
Village of Bonduel Village Hall
117 W. Green Bay St.
Bonduel, WI 54107
(715) 758-2402

**RE: *Notice of Violation of the First Amendment through
Unconstitutional Restriction of Speech and Religious
Expression at the Village of Bonduel Farmers Market***

Dear Ms. Falk:

We represent Life With Polly Anna LLC, and its owner, Polly Colvin. Polly makes a number of beautiful handmade products, including valentine cards and stickers, and her products display religious themes. Polly would like to sell her products at the Village of Bonduel Farmers Market.

However, Polly is concerned about submitting an application to sell those crafted products at the Farmers Market because the Village's rules for the market prohibit the sale of politically or religiously affiliated merchandise.¹

We are writing to point out the legal problems with the Village's restriction. Specifically, the Village's restriction on politically or religiously themed merchandise violates the First Amendment of the U.S. Constitution in two ways: (1) it restricts Polly's (and other potential sellers') freedom of speech, and (2) it restricts Polly's (and other potential sellers') right of free exercise of religion. We want to explain both of these in more detail so that the Village can change its rules to comply with the U.S. Constitution.

First, this is a content-based restriction on speech. Under the Village's rule, Polly could sell her homemade products, such as her valentines, if they say "Happy Valentine's Day" or "Have a Great Day," but not if they say "Jesus Loves You." The Villages' restriction is based on the content of what is on the valentine and that type

¹ Village of Bonduel, 2025 *Vendor Rules & Regulations*, available [here](#).

of restriction was declared unconstitutional by the Supreme Court of the United States in *Reed v. Town of Gilbert*.² In that case, the Supreme Court struck down a municipal code that regulated the display of certain outdoor signs based on the message they conveyed. The Supreme Court noted that “a government, including a municipal government vested with state authority, ‘has no power to restrict expression because of its message, its ideas, its subject matter, or its content.’”³ The Village’s restrictions on the Farmers Market, like the sign ordinance in *Reed*, restricts our client’s speech (and that of others) solely based on its religious content.

The Supreme Court has specifically noted that such content-based restrictions “are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests.”⁴ The Village of Bonduel has no interest compelling enough to justify this restriction, nor is this restriction narrowly tailored in any way.

Second, the Village’s restriction also unconstitutionally inhibits Polly’s (and others’) ability to freely exercise her religion, another right guaranteed to her under the First Amendment. Based upon the Village’s restriction, Polly must choose between practicing her religion through the messages on her homemade products or accepting the benefits of selling her products at the Farmers Market. Under the Villages’ rule, she cannot do both.

The U.S. Supreme Court has declared government restrictions that force such a choice to be an unconstitutional violation of the free exercise clause. In *Trinity Lutheran Church of Columbia, Inc. v. Comer*, the Court ruled that preventing a church-operated school from receiving state aid for a playground renovation was an unconstitutional restriction of the school’s free exercise rights.⁵ They said that a restriction that requires someone to choose between their religion and receiving a public benefit must satisfy strict scrutiny to be constitutional, otherwise it violates the Free Exercise Clause of the First Amendment.⁶

As described above, the Village’s restriction on Polly’s participation in the Village’s municipal farmers market requires her to choose between her religion and her ability to sell products. As a result, the restrictions are unconstitutional.

We do not know the history of the Village’s restrictions and we have no idea why they exist. We are, however, urging the Village to immediately revoke this part of the regulations for the Farmers Market in order to avoid a legal challenge to the existing restrictions.

² *Reed v. Town of Gilbert*, 576 U.S. 155, 159 (2015).

³ *Id.* at 163, quoting *Police Dep’t of Chicago v. Mosley*, 408 U.S. 92, 95 (1972).

⁴ *Id.* at 163, citing *R.A.V. v. St. Paul*, 505 U.S. 377, 395 (1992); *Simon & Schuster, Inc. v. Members of N.Y. State Crime Victims Bd.*, 502 U.S. 105, 115, 118 (1991).

⁵ *Trinity Lutheran Church of Columbia, Inc. v. Comer*, 582 U.S. 449, 466 (2017).

⁶ *Id.* at 465-66,

For the foregoing reasons, we are asking you for a response to us within the next 7 days telling us if an application from Polly would be approved and let us know whether the Village will withdraw the unconstitutional restriction and, if so, when that will occur.

Sincerely,

WISCONSIN INSTITUTE FOR LAW & LIBERTY



Lucas T. Vebber

Attorney for Life With Polly Anna LLC and Polly Colvin

E-mail: Lucas@will-law.org

Direct Line: 414-727-7415