

WisVote / Election Services Agreement – Marathon County

This agreement is made and entered into by and between Marathon County (hereinafter “County”), a political subdivision of the State of Wisconsin, and the Village of Kronenwetter (hereinafter “Municipality”), a municipality of the State of Wisconsin, for the purposes of defining certain election services to be provided to Municipality by County for any elections that occur in 2024 and thereafter.

I. AUTHORITY

This agreement is made pursuant to Wis. Stat. § 5.68, which designates financial responsibility to certain portions of elections to municipalities, and which requires the clerk of each municipality to make payment to the County treasurer for payment of election costs for which the municipality is responsible.

II. ELECTION DUTIES – IN GENERAL

Wisconsin law delegates to County Clerks certain duties related to the administration of certain elections. These duties include the provision of election supplies and ballots, the preparation of ballots, the distribution of ballots to municipal clerks, receipt of election returns from municipalities, and completion of the county canvass.

Wisconsin law also outlines certain duties of municipal clerks as they relate to the administration of elections. These duties include supervision of voter registration and elections, performance of all duties relative to municipal elections, recording of electors, recording of ballots received, provision of substitute ballots, and reporting of returns.

III. BALLOT INFORMATION and APPROVAL

Each municipal clerk bears the sole responsibility to communicate their municipal election information to the County Clerk. Once the election is programmed, the municipal clerk is responsible to proof their ballot and alert and County Clerk to any changes or corrections. The municipality bears responsibility to pay any costs associated with the necessity to re-print ballots due to ballot errors after the proof has been approved by the municipal clerk, as well as any costs required to re-program the election.

IV. WISVOTE SERVICES

Prior to 2006, voter records were maintained in Wisconsin by municipal clerks. Since 2006, Wisconsin has operated a statewide voter registration system. That system is currently called WisVote, and acts as Wisconsin’s statewide election management and voter registration system. WisVote contains complete voting participation history for all participating voters since 2006, and also acts as a full elections administration package.

V. WISVOTE SERVICES – ALL MUNICIPALITIES

The WisVote duties each municipal clerk is responsible for are as follows:

WisVote Duties
Review and verify Election Plan / Reporting Units. Update if necessary.
Review Polling Place set-up and contacts. Update if necessary.
Review contests. Update if necessary.
Set up Municipal candidates and referenda if necessary.
Update Municipal candidate ballot positions and deny after Primary if necessary.
Review / Re-name ballot styles if necessary.
Create / Print Ineligible Voter lists including Adjudicated Incompetent Voter and Felon Lists.
Set up “My Vote” absentee voting options.
Enter / Track absentee applications and ballots.
Review / Complete registration list alerts including duplicates, deaths, and DMV.
Review / Correct mapping issues.
Enter all voter registrations including late and election day registrations.
Print poll books and supplemental poll books.
Record / Track provisional ballots.
Follow WEC WisVote checklists.
Create, review, and complete necessary reports as needed.
Enter completed Inspectors’ Statements.
Record rejected absentee ballots.
Record voter participation after election.
Reconcile / Close election.
Update Municipal winners to Elected Officials when necessary.
Track / Submit miscellaneous election reports including EDR & ERIC postcards when required.
Create necessary elector letters, including 30-day notice letters when required.
Correct / Update records as necessary.
Continue WisVote training, including webinars when available.
Follow WEC election and WisVote deadlines.
Provide changes, information, and documentation to the County and WEC as necessary by the due dates.

VI. MUNICIPAL WISVOTE RESPONSIBILITY

Municipality understands their WisVote responsibilities as outlined in Section V above. Municipality acknowledges that it bears the responsibility for, and liability related to, all services that it provides and undertakes pursuant to this agreement. In all cases, Municipality agrees to provide all information to County by required due dates using designated forms.

VII. NEWLY APPOINTED or ELECTED MUNICIPAL CLERKS

Municipality acknowledges that Relier services are no longer available. **All clerks as of May 2023, whether appointed or elected, will be required to take the appropriate WisVote training to become a Self-Provider before December 1, 2023.**

VIII. FEES FOR SERVICES

Municipality agrees to pay for the following amounts and services per election: \$25 per ballot style for programming per election – will vary by election

- \$100.00 per DS-200 (this is half of the annual maintenance fee for the machine, billable per year, on the last bill of the year)
- \$97.50 per ExpressVote (this is the annual maintenance for the machine, billable per year, on the first bill of the year)
- Publication costs per election – will vary by election
- Actual miscellaneous costs associated with absentee envelopes if you choose to have the County order the absentee ballots on your behalf.

Municipality agrees to pay all election invoices in full within 30 days of receipt.

IX. MUNICIPALITY UNABLE TO FULFILL DUTIES

- Should an unforeseen situation arise where Municipality cannot meet their obligation to fulfill WisVote duties, County shall perform those duties on a case by case basis, and Municipality agrees to pay County a fee of \$1000 for Full Relier services. Full Relier services will not be available for any municipality with a population over 2,000.
- The County recognizes that many of the WisVote processes are new for many of the Clerks. While it is the responsibility of the Clerk to become familiar with them, the County Clerk and the Assistant County Clerk are available to help answer questions. However, if County Clerk’s office is required to complete any WisVote task for the municipal clerk, the municipality will be billed at a rate of \$30.00 / hour for completion of the WisVote tasks.

X. SIGNATURES

This agreement is hereby entered into by and between Marathon County and the Village of Kronenwetter. (Please keep one signed copy for your records and return the other to the County Clerk no later than **October 15, 2023. NO ELECTION SERVICES WILL BE PROVIDED UNTIL THIS CONTRACT IS RETURNED.**)

Municipal Clerk

Date

Village President

Date

Kim Tuohelood

County Clerk

9/13/23

Date

