### PROOF OF PUBLICATION

STATE OF WISCONSIN

S.S.

Joe Yovino, being the first duly sworn on oath, says that he or she is the Associate Publisher/Editor of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

May. 2, 2019

Joe Yovino, Associate Publisher/Editor

Sworn to me this 2nd day of May 2019

Notary Public, Milwaukee County, Wisconsin

My Commision Is Permanent

PROOF OF PUBLICATION

FROM THE OFFICE OF GEORGE
L. CHRISTENSON
MILWAUKEE COUNTY CLERK
County Genome No. 19-3
File No. 19-802

File No. 19-802 AN AMENDED ORDINANCE

The County Board of Supervisors of the County of Milwaukee does ordain as follows:

Section 1. Section 201.24(2.19) is amended as follows:

2.19. - Retirement.

Retirement shall mean termination of employment after a member has fulfilled all requirements for a pension. For all new applications filed on or after January July 1, 2019, all Rretirements, including disability retirements, as well as any other benefit enhancements, such as those conferred under section 201.24(5.16) and related ERS ordinances and <u>rules.</u> shall considered as only commenceing on first day of the month immediately following a member's last day of employment authorized leave of absence, if later). and any retirement or annuity benefit pavable to a member or beneficiary shall terminateing upon the last day of the month of the date of death of retiree or beneficiary under option.

Section 2. Section 201.24(2.22) is deleted and recreated as follows:

2.22. - Masculine and feminine pronouns.

The masculine pronoun shall include the feminine.

**RPS** 

RPS (may also be referred to as the Retirement Office elsewhere in the Ordinances and Rules) shall mean Retirement Plan Services, the County department that maintains the general ledger and related books of the retirement system, administers the pension payroll, conducts retirement seminars, prepares estimates and processes benefits for retirees and surviving beneficiaries of the retirement system, and otherwise executes any administrative plan function delegated to it by the Pension Board or authorized by the County.

Section 3. Section 201.24(2.23) is created as follows:

2.23. - Masculine and feminine pronouns

The masculine pronoun shall include the feminine.

Section 4. Section 201.24(3.1) is amended as follows:

3.1. - County Contributions

(1) Budget year contributions. The Pension Board shall furnish to the

Customer: 10003540/Milwaukee County Office Of County Clerk

## AFFIDAVIT OF PUBLICATION

county executive, prior to June 1 of each year:

- (a) An estimated budget contribution required by the county, ding contributions required ar section 3.3, to pay the following year's cost and to amortize the amount of unfunded obligation of the county over such period of years as determined from time to time by the county board (e.g., in 1984, estimate the cost to be incurred in 1985; which will be payable in 1986); and
- (b) The established actuarial assumptions supporting said required amount. The county shall executive submit an informational report to committees on finance and audit and personnel for consideration during the June committee cycle, providing for an estimated contribution amount for the next year's budget and shall include this pension contribution amount in the executive budget as transmitted to the county board. The final amount appropriated in the adopted budget by the county board shall be the estimated contribution to be expensed in the budget year. - but paid to the system in the next following-budget-year-(e.g., in 1984, an-estimate-will-be-made-for-the amount to be expensed in 1985-but paid in 1986).

(c) Beginning with the first quarter ending after 201,24(8,24) takes effect. September 30, 2018, any tribution required from the nty under applicable law and regulations resulting from the County's assumption of liability for overpayments made from the Retirement System in lieu of collection of such overpayments from members or beneficiaries or related to any other payment due to the Retirement System by the member or beneficiary under this Ordinance. including section 201,24(8,24) or any other applicable law or regulation. shall be calculated and contributed as described below.

As soon as practicable but in no case later than two weeks following the end of a quarter, RPS shall submit to the Comptroller and the Director of the Department of Administrative Services a report of the aggregate overpayments and interest falling under Option 1 as under determined\_ section 201.24(8.24)(3)(c)(i), in addition to all other payments by the County required under subsection 8,24(5) or 8.24(6) (together, "Aggregate Contribution").

The Aggregate Contribution shall be paid by the County to ERS by no later than twenty business days following the end of the prior quarter from the Pension Obligation Bond Reserve or other a uthorized source of funds. Payments from the Pension Obligation Bond Reserve shall be approved by the Comptroller and the Director of the Department of Administrative Services.

(d) For overpayments. RPS shall maintain an accounting of all amounts owed and paid by the County or any member or beneficiary under section 201,24(8,24)(3). The total amount collected by RPS on behalf of the County from members or beneficiaries under Option 1 as specified in subsection 8,24(3)(c)(i), whether by VLS. VRP, or VOP as specified in subsection 8,24(3)(h),

i. Collections in the current year. shall reduce the actual amount contributed from the County's General Fund to the ERS Trust as County's - annual contribution required under subsection 3.1(1)(b) in the subsequent year (if any) dollar for dollar. Separately. At the same time, any transfer under subsection 3.1 (1)(b) occurs in the subsequent year, any reduction made to the County's annual contribution under this subsection shall be separately transferred from the County's General Fund to the Pension Obligation Bond Fund, the total aggregate amount\_collected\_by\_RPS\_on\_behalf of the County from members or beneficiaries under Option 1 as specified-in-subsection-8.24(3)(c)(i). whether by VLS. VRP. or VOP as specified in subsection 8:24(3)(h). In the current year, shall be transferred at-the-same-time-any-transfer under subsection 3.1(1)(b) occurs in the subsequent year to the Pension Obligation Bond Fund: and where the amount collected on behalf of the County from members beneficiaries under Option specified in subsection 8.24(3)(c)(i) in the current year exceeds the County's required\_\_\_ contribution under\_\_subsection 3.1(1)(b) in the subsequent year, any portion of the required transfer to the Pension Obligation Fund that remains after an offsetting reduction to the annual contribution under subsection 3.1(1)(b) shall be paid by the ERS Trust. RPS shall also collect, record and invest recoupment moneys recovered from members or beneficiaries under Option 2 in the ERS Trust, per

subsection 8.24(3)(c)(ii), as directed by the Pension Board.

ii.If the amount collected on behalf of the County from members or beneficiaries under Option 1 as specified in subsection 8.24(3)(c)(i) in the current year exceeds the County's required annual contribution under subsection 3.1(1)(b) in the subsequent year, any portion of the required transfer to the Pension Obligation Fund that remains after an offsetting reduction to the annual contribution under subsection 3.1(1)(b) shall be paid by the ERS Trust to the County's Pension Obligation Fund in the subsequent year.

(d e) RPS shall also collect, record, and invest recoupment monles recovered from members or beneficiaries under Option 2 in the ERS Trust, per subsection 8.24(3)(c)(ii), as directed by the Pension Board.

Section 5. Section 201.24(8.21) is deleted and recreated as follows:

8.21. - Delegation of authority.

The secretary of the pension board-is-delegated-the-authority-to implement-all-collective-bargaining agreements-which-amend-any provision -with this ordinance governing the employes' retirement system or which create new benefits or recult in different-computations for entitlements as such relates to the members of specific sollective bargaining unit. All provisions of such collective bargaining agreements-as-applicable-to-specific members and relating to the employes'-retirement-system-are hereby-incorporated by reference within-this-ordinance-for the purpose of this delegation of authority.

8.21. - RPS Authorization.

- (1) General Powers RPS performs is authorized to act on behalf of the Pension Beard with respect to the general administration of the Employees' Retirement System for the Pension Board, RPS shall report to the pension board at each meeting of any material actions taken as reasonably adjudged by RPS under the circumstances in existence at the time of the report.
- (2) Collective Bargaining Agreements RPS is authorized to implement all collective bargaining agreements which amend any provision within this ordinance governing the Employees' Retirement System or which create new benefits or result in different computations for entitlements as such relates to the

members of specific collective bargaining units. All provisions of such collective bargaining agreements as applicable to specific members and relating to the Employees' Retirement System are hereby incorporated by reference within this ordinance for the purpose of this delegation of authority.

(3) In taking any actions or refraining from taking action. RPS must operate in conformity with the Ordinances and Pension Board Rules.

Section 6. Section 201.24(8.24) is created as follows:

8.24. Correction of Underpayment and Overpayment of Benefits

- (1) General In the event that a benefit paid to a member or beneficiary is determined to be incorrect. RPS shall take appropriate action under this subsection and the Ordinances and Rules to: (i) correct such error: (ii) calculate and pay the correct benefit amount on a prospective basis, including any net impact of multiple corrections, without subsection to 201.24(8.24)(6): and (iii) maintain the federal tax-qualified status of the retirement system under the Internal Revenue Code.
- (2) Erroneous Underpayments -Unless the underpaid amount is less than the de minimis threshold amount set forth in subsection 8.24(5) below, if the benefit paid to a member or beneficiary is determined to be less than that to which the member or beneficiary is entitled under the provisions of this ordinance. RPS shall authorize a single sum corrective payment in an amount equal to: (i) the total amount of the underpayment for the claim period (as defined in subsection 8.24(6)); plus (ii) applicable interest (as defined in subsection 8.24(4)). calculated as of the date of each such correction.
- (3) Erroneous Overpayments If the benefit paid to a member or beneficiary is determined to be greater than that to which the member or beneficiary is entitled under the provisions of this ordinance the following shall apply:
- (a) Notice of Overpayment RPS shall provide a written "Notice of Overpayment" to the member and/or beneficiary of the overpayment within two months of determining that an overpayment occurred, Such Notice shall specify the following substantive information:
  - · the currently payable incorrect

# AFFIDAVIT OF PUBLICATION

monthly pension benefit (if any),

 the correct monthly pension benefit absent any collection offset (if any).

an explanation of the benefit rmination error and overpayment.

- the Total Amount Owed in principal and interest.
- the Overbayment Options as defined in subsection 8.24(3)(c).
- the expected monthly benefit amount under either Overpayment Option if the recomment is not paid off in a VLS under subsection 8.24(3)(h)(i), and
- an explanation of interest applicable under subsection 8.24(4).

The Notice shall also include the following process-related information:

- · a member may meet with a representative of ERS in-person to review relevant documents, to receive an explanation related to the correction and collection, and/or to receive an explanation of the Overpayment Collection Options:
- the member or beneficiary should consult with an attorney before selecting either Overpayment Collection Option:
- · the member or beneficiary shall be given a reasonable time to consult with an attorney, which in no case shall be less than seven (7) days after the date the Notice is mailed:

the beneficiary or member shall diven no less than seven (7) days to revoke the selection of an Overpayment Collection Option following the date of execution of the Overpayment Collection Form:

- the process to request an exception to a monthly overpayment collection amount under subsection
- the appeal process challenging a benefit correction and/or IOP under Option 2: and
  - contact information for RPS.
- Overpayment Collection Option Form - The Notice of Overpayment shall include a separate Overpayment Collection Option Form listing the Overpayment Collection Options, the expected monthly benefit amount for each Overpayment Collection Option if the recoupment is not paid off in a VLS. explaining that the member or beneficiary must return the form within thirty (30) days, and explaining that if the member or beneficiary fails to return the form, he or she will be placed into Overpayment Collection

Option 2, as defined in subsection commitment of correction; (ii) is 8.24(3),

- (c) Collection Overbayment Options - A member o r beneficiary shall have two overpayment collection options set forth in an Overpayment Collection Option Form, which shall accompany the Notice of Overpayment, regardless whether overpayment recoupments are collected through a VLS, VRP, VOP, or IOP, as defined In subsection 8.24(3)(h):
- i Option 1: For the exclusive benefit of the ERS trust, if the member or beneficiary signs an Overpayment Collection Option Form selecting Option 1, on behalf of the overpaid member or beneficiary. whether newly-identified or currently in a recoupment process as of the effective date of this provision, the County shall make payment to the ERS trust of the TAO (i.e., the amount of the overpayment plus all interest applicable under subsection 8.24(4) through the date of repayment, as proscribed prescribed in subsection 3,1(1)(c)), and RPS shall recoup from the member or beneficiary an amount equal to the total amount of the overpayment for the claim period (as defined in subsection 8.24(6)), but not applicable interest (as defined in subsection 8,24(4)), referred to herein as the "Principal Amount Owed" or "PAO."

Under Option 1, a member or beneficiary must agree to the benefit correction, accept the County's payment of the TAO on the member's behalf and, agree to waive any and all claims and rights to challenge the benefit correction and recoupment, whether by a VLS. VRP. or VOP as defined in subsection 8.24(3)(h), Under Option 1, the member is only responsible for the PAO, and if a VRP or VOP is required, the no interest on the PAO will not begin to accrue for one year (a\_grage\_period) and it-will be at the lower\_County\_Interest\_Rate\_under subsection 8.24(4).

Option 1 shall not be available to a member or beneficiary if the overpayment is the direct or indirect result of the member's or beneficiary's fraud, material misrepresentation or material omission as determined by RPS.

Option 1 shall not be available as of right to any member or beneficiary who has a pension benefit dispute that (i) is subject to an executed and binding settlement agreement or

currently before a court of competent jurisdiction: or (iii) has been finally adjudicated by a court of competent jurisdiction.

Any payments made to the retirement system by the County prior to the effective date of this subsection shall remain assets of the ERS trust and shall not be refunded or otherwise returned to the member or beneficiary. Further, no provision in this section 8.24 shall provide any member or beneficiary retroactive rights or benefits.

ii Option 2: For the exclusive benefit of the ERS trust, if the member or beneficiary signs an Overpayment Collection Option Form selecting Option 2 or is placed into Option 2 as authorized under subsection 8,24(3)(b) after failing to make an affirmative election within thirty (30) days of the date the Notice is mailed. RPS shall collect from the member or beneficiary an amount equal to: (i) the total amount of the overpayment for the claim period (as defined in subsection 8.24(6)); plus (ii) applicable interest (as defined in subsection 8.24(4)), calculated as of the date of each such overcayment through the date the County would have made payment to the ERS trust on behalf of the member of beneficiary under Option 1, referred to herein together as the "Total Amount Owed" or "TAO," as detailed below, plus (iii) additional Pension Interest as specified in subsection 8.24(4) if a VRP, VOP, or IOP defined under subsection 8.24(3)(h) is required.

Under Option 2, a member or beneficiary wishes to potentially dispute the benefit correction now or in the future, and therefore, the member of beneficiary rejects the County's payment of the TAO on the member's behalf and refuses to waive any and all claims and rights to challenge the benefit correction and recoupment. Under Option 2. the member or beneficiary will be responsible for the entire amount of the TAO, and if a VRP, VOP, or IOP is required, as well as interest on the entire TAO that will continue to accrue (no grace period) at the higher Pension Interest Rate under subsection 8.24(4).

Under Option 2, corrected benefit payments, along with any VRP, VOP, or IOP, shall continue unless and until the member or beneficiary obtains a final, favorable judgment from a court of competent jurisdiction

and/or before an appropriate administrative body, or enters into a bindina settlement agreement. whereby the benefit correction, overpayment collection, and/or applicable interest is deemed to be in error or otherwise inapplicable: should such occur. RPS shall calculate the appropriate adjustments to the member's monthly benefit, collection amount, and/or interest effectuate and account for those adjustments as scon as practicable.

(d) Other Waiver of Repayment -Notwithstanding anything else to the contrary in this section 201.24. RPS shall waive the collection of any overpayment if TAO is below the de minimis threshold as set forth in subsection 8.24(5). The above notwithstanding, there shall be no reduction or waiver of any repayment If the overpayment is the direct or indirect result of the member's or beneficiary's fraud, material misrepresentation or material omission as

determined by RPS.

(e) Collection Administered by RPS - RPS shall commence overpayment collection as specified herein, beginning with the next full month following the receipt of the Overpayment Collection Option Form or the next full month following the 30th day after mailing of the Notice of Overpayment, regardess of whether any action or appeal is filed to challenge any element of. calculation of, or process related to the correction of the monthly benefit amount and/or collection of any overpayment and/or any applicable interest.

(f) Calculation of Monthly Overpayment Collection Amount - The monthly overpayment collection amount shall be based upon the PAO under Option 1 or the TAO under Option 2, and shall be no less than as proscribed prescribed under the monthly repayment guidelines by the Wisconsin established Department of Employee Trust Funds under Wis. Stat. § 40.08, RPS shall implement and update ERS quidelines by January 1 of each year using the most recent, effective version of Wis. Stat. § 40.08 and Wisconsin Department of Employee Trust Funds guidelines. In all cases. payments shall be applied first to applicable Pension Interest, then County Interest, as further defined in subsection 8.24(4), and then, respectively, to the PAO under Option 1 or the TAO under Option 2.

(g) Exceptions to Monthly Over-

payment Collection Amount - If the member or beneficiary presents verifiable documentation to RPS within 30 days of the commencement of collection or prior to the imencement of the collection that either;

i such member or beneficiary's adjusted gross household income is at or below the federal poverty threshold as established by the United States Department of Health and Human Services, then the monthly repayment amount shall not exceed five percent (5%) of the member or beneficiary's total monthly pension benefit; or

ii such member or beneficiary is entitled to an equitable adjustment to their monthly repayment amount, as determined by RPS, which shall be unappealable to the Pension Board. based upon (a) the financial status of the member or beneficiary and their household: (b) the amount of the overpayment: (c) the amount of the monthly benefit payment; (d) the culpability of the member or beneficiary in the circumstances that gave rise to the overpayment: (e) extraordinary medical or long-term care expenses: (f) whether the member or beneficiary supports claimed dependents; and (g) fairness to taxpavers.

Documentation required to be submitted by the member or beneficiary to qualify for either adjustment er subsection 8.24(3)(g) shall ude, but is not limited to the member or beneficiary's (and similar documents related to the member or beneficiary's household if the member or beneficiary does not live alone) most recent IRS Form 1040 and a complete disclosure of all member or beneficiary assets including investments, real estate, savings, checking, or any other as well as the same assets. documents and statement of assets for any claimed dependent and/or spouse. Nothing in this subsection shall operate to reduce the total TAO or PAO owed. in addition to any applicable interest, as defined below subsection 8.24(4). This subsection applies regardless of which Overpayment Collection
Option a member or beneficiary selects under subsection 8,24(3)(c), RPS and/or the Pension Board may promulgate\_additional\_procedures and documentation mandates under this subsection.

(h) Collection Methods - Overpayments may be collected by any of

the following methods, listed in order of preference:

i Method 1 - Lump Sum; whether a member or beneficiary elects Option 1 or 2 under subsection 8.24(3)(c). the PAO or TAO may be collected through a timely Voluntary Lump Sum ("VLS") payment by the member or beneficiary. If a VLS is made to the ERS trust by the specified deadline, then ongoing monthly pension benefits, if any, shall be paid at the corrected amount. If a VLS is made to the ERS trust after the specified deadline. then the next monthly pension benefit should be adjusted to account for additional amounts owed, if any, and following that adjustment, monthly benefits shall be paid at the corrected amount.

Method 2 - Voluntary Repayment Plan or Voluntary Offset Plan: whether a member or beneficiary elects Option 1 or 2 under subsection 8,24(3)(c), the PAO or TAO may be collected through either a "Voluntary Repayment Plan" ("VRP"), where there is no longer any ongoing benefit payment, under which the member or beneficiary agrees to make equal monthly direct payments through an electronic fund transfer or similar means to the ERS trust, or through a "Voluntary Offset Plan" ("VOP"), where benefit payments are ongoing, under which the member or beneficiary agrees in writing that each future monthly benefit payment will be reduced by a specific amount that shall be no less than that required under subsections 8.24(3)(f) and (q). If a member or beneficiary enters into either type of voluntary agreement, such agreement may provide for repayment over a shorter period and/or in a greater amount than otherwise required under subsections 8,24(3)(1) and (a).

plan: only where member or beneficiary elects Option 2 or fails to make a selection between Options 1 and 2. as specified under subsection 8.24(3)(c). RPS shall place the member of beneficiary into an "Involuntary Offset Plan" ("IOP"), whereby each future monthly benefit payment is offset by an amount as prescribed prescribed under subsections 8.24(3)(f) and (g).

(i) Failure to Repay -

i If the member or beneficiary fails to make a payment under a VLS, or VRP, and such payment is outstanding for thirty days, RPS shall

commence such recoupment by an IOP in the manner set forth herein.

ii If the member or beneficiary refuses, despite reasonable efforts, to enter into a VLS or VRP when an overpayment exists with no future benefits are payable, and any amount remains outstanding for more than thirty days, RPS shall report the same to the County and ERS, which each may elect to collect any amounts remaining through legal action.

iii Upon the death of member or beneficiary that becomes known to ERS, the County or ERS may elect to attempt to collect any remaining amount owed from the estate or from future benefits payable to any remaining beneficiary.

iv Outstanding Collection amounts, where no reasonable method of collection is available to the County or RPS, may be written off after a period of five years, if owed to the County under Option 1. Any uncollected amounts owed to the ERS trust under Option 2, where no reasonable method of collection is available, may be written off after a period of five years, Such written off balances under Option 2, shall require payment by the County.

(i) Settlement Authority Remains - Nothing in this Ordinance impacts or curtails the County or the Pension Board's authority to settle litigation matters where the Pension Board. ERS or the County are named as parties.

(4) Applicable interest -

(a) The calculation of underpayments and overpayments, including the calculation of a TAO, shall include simple interest at a rate of five percent (5%) per annum on the underpaid or overpaid amount from the date of incorrect payment(s) through the applicable period of payment to the member by the trust in the case of an underpayment, or to the trust by the County or member in the case of an overpayment, also known as the "Pension Interest Rate" or "PIR." The above notwithstanding, to the extent that a different interest rate is mandated by the Internal Revenue Service pursuant to the terms of a VCP submission under Ordinance section 8.23, such rate shall be the applicable interest rate or "PIR" (if referring to the interest portion of the TAO, also known as "Pension Interest" or "PI").

(b) If the member or beneficiary selects Option 1 under subsection

8,24(3)(c)(i), once an overpayment is repaid to the trust by the County under subsection 3.1(1)(c), and the member or beneficiary is placed into an either a VRP or VOP under subsection 8.24(3)(h)(ii), RPS shall not apply a simple interest rate of five percent (5%) per annum commencing one year after the VRP or VOP begins, to the remaining balance of the PAO, over the entire repayment period..\_also\_known\_as the "County Interest Rate" or "CIR" (if-referring-to-the-interest-payable under this Subsection, also known as "County Interest" or "CI").

(5) De Minimis Amounts -

(a) Overpayments, RPS shall waive a member's or beneficiary's repayment obligation if the total of all overpayments is less than \$165.00. inclusive of applicable interest under subsection 8,24(4).

(b) Underpayments. If the total underpayment payable to a member or beneficiary is \$75 or less (inclusive of applicable interest under subsection 8,24(4)). RPS will not pay such amounts to the member or beneficiary.

(6) Claim Period - This subsection 8,24(6) applies only to benefit payments made on or after January July 1, 2019, Any claim related to a benefit payment made on or after January July 1, 2019, must be initiated by the aggreed party in writing on or before the sixth anniversary of the date on which the payment is issued by the retirement system. For purposes of this subsection, a payment shall be a single benefit payment or any single periodic payment if the benefit is paid in an installment or annuity form. Any claim with respect to a periodic payment shall apply to each subsequent penodic payment. A timely claim made during the claim period shall remain valid during the period of appeal (to the pension board or any court of law) and through final disposition of such appeal even if such disposition occurs after the sixth anniversary of the date of payment. This subsection 8,24(6) shall not apply to: (i) any matter that is subject to a binding agreement s<u>ettlement</u> or commitment of correction: (ii) any matter currently before a court of competent jurisdiction: (iii) any matter that has been finally adjudicated by a court of competent jurisdiction: or (iv) any matter that is subject to a contrary directive by the IRS through its Employee Plans

## AFFIDAVIT OF PUBLICATION

Compliance Resolution System.

(7) Effective Date - Except as otherwise set forth above, this section shall apply to payment or underpayment that of January 1, 2019, (i) is not otherwise subject to an agreement or commitment of correction: (ii) is not currently before a court of competent jurisdiction: and (iii) has not been

competent jurisdiction. Section 7. Section 201.24(11.7) is amended as follows:

finally adjudicated by a court of

11.7. - Exemption of funds and benefits from taxation, execution and assignment.

All moneys and assets of the retirement system and all benefits and pensions and every portion thereof, both before and after payment to any member or beneficiary, granted under the retirement system shall be exempt from any state, county, or municipal tax, and from attachment or gamishment process, and shall not be seized. taken, detained or levied upon by virtue of any executions, or any process or proceeding whatsoever issued out of or by any court of this for the payment and ratification in whole and in part of any debt, claim, damage, demand or judgment against any member of or beneficiary under the retirement system, and no member of or beneficiary under the retirement system

have any right to assign his ofit or allowance, or any part thereof, either by way of mortgage or otherwise, provided, however, that the pension board may at its option and under rules and regulations promulgated by it permit retired members to assign a portion of their pension for the regular monthly payment of medical, surgical and hospital care. The exemption from taxation contained herein shall not apply with respect to any tax on income. This section shall not prohibit the forfeiture or gamishment of benefits and pensions pursuant to:

(a) Applicable requirements of Wisconsin Statutes or Milwaukee County Ordinances:

(b) RPS's compliance with a lien. levy or similar request for payment imposed on the member or beneficiary by the Internal Revenue Service: or

(c) RPS's compliance with a lien. levy or similar request for payment imposed on the member or beneficiary by the Wisconsin or other state Department of Revenue.

s amended as follows:

11.8. - Protection against fraud. Falsification or Absence of Information and Records.

(a) Protection Against Fraud - Any person who shall knowingly make any false statement or shall falsify or permit to be falsified any record(s) of this retirement system in any attempt to defraud such system as a result of such act shall be guilty of a misdemeanor, and shall be punishable therefor under the laws of the state. Should any change or error in the records result in any member or beneficiary receiving from the retirement system more or less than he would have been entitled to receive had the information and records been correct, the board shall correct such error, and as far as practicable shall adjust the payments in such manner that the actuarial equivalent of the benefit to which such member or beneficiary was correctly entitled shall be paid.

(b) Missing Information - In the event that the records containing information necessary to calculate a member's or beneficiary's benefits under the system are missing, RPS may make reasonable estimates of such information as necessary to calculate the member's or benefibenefits. Any such ciary's\_\_\_ calculations based upon reasonable estimates shall be presumed correct and binding upon the member or \_ The beneficiary. above notwithstanding, should any information and records subsequently become available, any member or beneficiary receiving from the retirement\_system\_more\_or\_less than he would have been entitled to receive had the information and records been correct, the Pension Board shall correct such error, and as far as practicable shall adjust the payments in such manner that the actuarial equivalent of the benefit to which such member or beneficiary was correctly entitled shall be paid. If the corrected amount results in an overpayment greater than the de minimis threshold as set forth in subsection 8.24(5), RPS shall seek to recoup any overpayment in the manner set forth in subsection 8.24(3).

Section 9. Section 201.24(8.6) is amended as follows:

8.6. Rules and regulations.

Subject to the limitations of this ordinance, the Pension Board shall, from time to time, establish rules and

Section 8. Section 201.24(11.8) i regulations for the administration of the funds created by this ordinance and for the transaction of its business. To the extent the terms of a Rule conflict with an Ordinance. the Ordinance's terms shall apply.

Section 10.

Effective Date. Each provision of this Act shall be effective as of the date stated therein. If no such date is stated, the provision shall be effective upon passage and publication as proscribed prescribed by law. The Pension Board or RPS may, as appropriate, delay the disposition of any matter pending the establishment or amendment of interpretive Rules issued pursuant to section 8.6. In no event shall such delay invalidate the effective date or applicability of such provision.

Section 11.

Savings Clause, if any provision of this Act is found to be invalid or unenforceable by any court of competent jurisdiction or is subject to a contrary directive by the IRS through its Employee Plans Compliance Resolution System, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Adopted by the Milwaukee County Board of Supervisors March 21, 2019 11737317/5-2 General household goods Tim Churchville tools Clothes Chasidy White 1 bedroom, living room set queen 3 na's kil table 4 chairs 10

Surplus Bargains LLC random business items.
The auction will be listed and

advertised advertised on www.storagetreseures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the fransaction, Extra complete the transaction, extra Space Slorage may retuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property. 11738776/5-2

LEIN SALE NOTICE STORAGE MASTER B02 E Bay Street Milwaukes, WI 53207 NAME - (Cobb, Danica) UNIT #830 SIZE 5x15 DATE OF AUCTION: 5/17/19 AUCTION ONLINE WWW.BID13.COM ENDS **O** 1pm CST ALL SALES FINAL TERMS: CASH ONLY Inventory Mattress. Box Spring. Sofas.

11738503/5-2-9

#### **Probate**

Notice to Creditors (Informal Administration)
Case No. 19PR554
STATE OF WISCONSIN, CIRCUIT
COURT, MILWAUKEE COUNTY IN THE MATTER OF THE ESTATE

An application for Informal administration was filed.

2. The decedent, with date of birth 2. The decedent, with oate of death June 19, 1959 and date of death March 26, 2018, was domiciled in Milwaukse County, State of Milwaukee County, State of Wisconsin, with a mailing address of 10361 S. Nicholson Road, Oak WI 53154

All interested persons waived

notice.

4. The deadline for filing a claim against the decedent's estate is July 27 2019

5. A claim may be filed at the Register in Probate, Milwaukee County Courthouse, 901 N. Ninth Street, Milwaukee, Wisconsin, Room

DATE SIGNED: April 23, 2018 Electronically signed by Jeaneen Mardak Court Commissioner

Atty, Paul A. Maranan 4111 S. Howell Avenue Milwaukee, WI 53207

11738478/5-2-9-16

CLAIMS DEADLINE NOTICE IN THE MATTER OF: The Custmand

Trust dated August 3, 2001

NOTICE TO CREDITORS in the
Matter of the Cusimano Trust dated
August 3, 2001, created by David E. Cusimano and Nancy S. Cusimano. David E. Cusimano, whose date of David E. Cusimano, whose date of birth was June 8, 1930 and date of death was March 18, 2019, died domiciled in Milwaukee County, State of Wisconsin, with a post office address of 2969 S. 101st Street, West Allis, Wisconsin 53227. In accordance with section 701.0508 of the Wisconsin Statutes, please take notice that all creditors' claims must be filed with the successor trustee of the above-named Trust on or before September 2, 2019, at the following address: Cusimano Trust, Altn: Attorney Nathan W. Eckley, Affeldt Law Offices, S.C., 8741 W. National Avenue, West Alia, WI 53227.

By: /s/ Chervi A. Olson Cheryl A. Olson, Successor Trustee of the Cusimano Trust dated ugust 3, 2001 Atteldt Law Offices, S.C.

**6741 West National Avenue** West Allis, WI 53227

(414) 321-4560

11738577/5-2-9-16

Notice to Creditors (Informal Administration) Case No. 19PR316
STATE OF WISCONSIN, CIRCUIT
COURT, WILWAUKEE COUNTY IN THE MATTER OF THE ESTATE Rancy L. Dahlmann

PLEASE TAKE NOTICE: An application for informal administration was filed.

2. The decedent, with date of pirth June 30, 1955 and date of death January 14, 2019, was domicialed in Milwaukee County, State of Wisconsin, with a mailing address of 6900 South Tumple Creek Drive, Franklin, Wisconsin 53132.

3. All interested persons waived police

A. The deadline for filing a claim against the decedent's estate is August 2, 2019.

5. A claim may be tiled at the Milwaukee County Courthouse, Milwaukee, Wisconsin, Room 207, DATE SIGNED: April 29, 2019

Electronically aloned by Jeaneen Mardak Court Commissioner

Steven A. Affeldt SBN. 1007937 8741 West National Avenue West Allis, Wisconsin 53227 414 - 321 - 4560

11738820/5-2-9-18

Notice to Creditors Notice to Creditors (Informal Administration) Case No.: 19 PR 0494 STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY IN THE MATTER OF THE ESTATE OF Anne King Dhuey, deceased PLEASE TAKE NOTICE:

1. An application for informal agministration was filed.

2. The decedent, with date of birth October 10, 1929 and date of death March 31, 2019, was domiciled in Milwaukee County, State of Wisconsin, with a mailing address of 2844 North 98th Street, Milwaukee,

WI 53222. 3. All Interested persons waived

4. The deadline for filing a claim painst the decedent's estate is July 30, 2019.

5. A claim may be filed at the Milwaukee County Courthouse, 901 North 9th Street, Milwaukee, Wisconsin, Room 207, BY THE COURT

/s/ Army Wochos Court Commissioner Date: 4-26-19

Andrew Dhuey 456 Boynton Avenue

11738385/5-2-9-16

Notice Setting Time to Hear Application
and Deadline for Filing Claims
(Informal Administration)

(Informal Administration)
Case No. 2019PR000551
STATE OF WISCONSIN, CIRCUIT
COURT, MILWAUKEE COUNTY IN THE MATTER OF THE ESTATE

OF JOHN FRAHM PLEASE TAKE NOTICE:

An application for informal administration was filed.

administration was liled.

2. The decedent, with date of birth
11/29/1940 and date of death
04/06/2019 was domicited in
Milwaukee County. State of
Wisconsin, with a mailing address of
1701 West Salem Street, Milwaukee,

WI 53221. 3. The application will be heard at The Milwaukee Courty Courthouse, 901 N. 9th Street, Milwaukee, Wisconsto, Room 207, before a Probate Registrar, on June 7, 2019 at 10:00 am

You do not need to appear unless you object. The application may be granted if there is no

The deadline for filling a claim against the decedent's estate is July 30, 2019,

5. A claim may be filed at the Milwaukee County Courthouse, 901 N. 9th Street, Milwaukee, Wisconsin, Room 207.

6. This publication is notice to any persons whose names or address are unknown.

If you require reasonable accommodations due to a disability to participate in the court process, please call 414-278-4444 prior to the scheduled court date. Please note

DATE SIGNED: April 26, 2019 Electronically signed by Amy Wochos Probate Registrar

Thomas E. Batceman SBN: 1018991 1011 N. Mayfair Road. Suite 200 Wauwatosa, WI 53226 414-453-8500

11738480/5-2-9-16

Order and Rotice for Hearing on Petition for Summary Settlement (Formal Administration)

Case No. 2019PR000563 STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY IN THE MATTER OF THE ESTATE OF CLYDE KIMBROUGH

A Petition for Sattlement was filed. THE COURT FINDS:

The decedent, with date of birth July 16, 1935 and date of death November 7, 2016, was domiciled in Milwaukse County, State of Wisconsin, with a mailing address of 6106 N. 38th Street, Milwaukse, Wi 53209. THE COURT ORDERS

The Petition be heard at the Milwaukee County Courthouse, 901 N. 9th Street, Wisconsin, Room 408, before Patrice Baker, Court Official, on June 20, at 2:00 p.m.

DATE SIGNED: April 22, 2019 Electronically signed by Patrice A Baker

Court Commissioner
Please check with attorney/
petitioner below for exact time

and date. Tarena W. Franklin SRN: 1031904 WASHINGTON-FRANKLIN LAW OFFICES, S.C.

10425 W. North Avenue, Suite 311 Wauwatosa, WI 53226 414-444-4260

11738033/5-2-9-16

Notice to Creditors (Informal Administration) Case No. 2019PR000519 STATE OF WISCONSIN, CIRCU COURT, MILWAUKEE COUNTY IN THE MATTER OF THE ESTATE

PLEASE TAKE NOTICE: An application for informal administration was filed.

2. The decedent, with date of birth December 2, 1947 and date of death February 5, 2019, was domicfied in Milwaukee County, State of Wisconsin, with a mailing address of 401 W. Aspen Dr. Unit 7. Oak Creek, WI 53154.

3. All interested persons waived notice.

4. The deadline for filling a claim nst the decedent's estate is July 23, 2019.

5. A claim may be filed at the Milwaukee County Courthouse, Milwaukee, Wisconsin, Room 207. DATE SIGNED: April 23, 2019

Electronically signed by Amy Wochos Probate Registrar

Atty. T. Samuel Azinger SBN: 1106796 Witms-O'Leary, S.C. 414 N, Main St. Thiensville, WI 53092

11738388/5-2-9-16

Notice to Creditors (Informal Administration) Case No., 19PR536 STATE OF WISCONSIN, CIRCUIT COURT, MILWAUKEE COUNTY IN THE MATTER OF THE ESTATE OF PAUL F. REIMANN PLEASE TAKE NOTICE:

An application for informal similarization was filed.

2. The decedent, with date of birth 2. The decelorit, with date of birth Sept. 2, 1929 and date of death Feb. 17, 2019, was domicifed in Milwaukee County, State of Wisconsin, with a mailing address of 8800 West Palmetto Avenue,

Milwaukee WI 53225. 3. All interested persons walved notice.

4. The deadline for filing a claim against the decedent's estate is July 27 2019.

5. A claim may be filed at the Milwaukee County Courthouse Milwaukee, Wisconsin, Room 207. DATE SIGNED: April 23, 2019 Electronically signed by

Jeaneen Mardak Court Commissioner

James T. Locke, Attorney SBN. 01007413 1426 West State Street Vilwaukee WI 53233 (414) 344-6800

1\*737378/5-2-9-16

#### Official **Publication**

City of Milwaukee Official Notice Published by Authority of the Common Council of the City of Milwaukee Office of the City Clerk 05/02/2019

05/02/2019

1, James R. Owczarski, City Clerk of the Cay of Milwaukse, certify that pursuant to Section 4 06 3 of the Milwaukse City Charter, notice is given of the passage of the following ordinances by the Common Council of the City of Milwaukse on 04/16/2019, with the approval of Mayor Tom Barrett. The full text of each of the ordinances listed below can be obtained at the Office of the can be obtained at the Office of the City Clerk, Room 205, City Hall. 200 E. Wells Street, Milwaukee, Wtsconsin, 53202, 181155 A substitute ordinance

relating to the penetities for lottering-soliciting prostitutes. 181292 A substitute ordinance

relating to solid waste regulations.

181599 A substitute ordinance relating to the change in zoning from Local Business, LB2, to Institutional, TL, for the properties located at 1200 and 1222 West Wells Street, on the north side of West Welts Street, west of North 12th Street, in the 4th Aldermanic District.

181666 An ordinance relating to the commission on supportive housing.

181802 A substitute ordinance

relating to parking controls.

181803 A substitute ordinance relating to traffic controls.

181873 A substitute ordinance to further amend the 2019 offices and positions in the City Service.

181676 A substitute ordinance to further amend the 2019 rates of pay of offices and positions in the City Service.

11733843/5-2

FROM THE OFFICE OF GEORGE L. CHRISTENSON MILWAUKEE COUNTY CLERK County Ordinance No. 19-3

File No. 18-802 AN AMENDED ORDINANCE The County Board of Supervisors

of the County of Milwaukee does ordain as follows: Section 1. Section 201.24(2.19) is amended as follows:

2.19. + Retirement. Retirement shall mean termination of employment after a member has bullibed all requirements for a pension. For all new application filed on or after Jerniory July 1. 2019: all Agetirements, including disability retirements, as well as any other benefit enhancements, such as those conterred under section 201,24(5.18) and related FRS ordinances and rules, shall considered as <u>only</u> commenceing on the first day of the month immediately following a member's last day of employment (or authorized leave of absence, if later), and any retrement or annuity benefit payable to a member or beneficiary shall terminateing upon the last day of the month of the date of death of

tires or beneficiary under option. Section 2, Section 201.24(2.22) is deleted and recreated as follows:

2.22 - Masouline-and-femin onoune: <del>The masculine pronou</del>r

RPS RPS (may also be reterred to as the Retirement Office elsewhere in the Ordinances and Rules) shall mean Retirement Plan Services, the County department that maintains the general ledger and related books of the retrement system, administers the pension payroll, conducts retirement seminars, prepares estimates and processes benefits for retirees and surviving beneficiaries of the retirement system, and otherwise executes any administrative plan function delegated to it by the Pension Board or authorized by the

County, Section 3, Section 201.24(2.23) is created as loflows:

2.73. - Masculine and feminine

envonosa

The masculine pronoun shall

Include the femining,
Section 4, Section 201.24(3.1) is amended as follows:

3.1. - County Contributions

(1) Budget year contributions. The Pension Board shall furnish to the county executive, prior to June 1 of each year:

(a) An estimated budget outribution required by the county, Including contributions required under section 3.3, to pay the following year's cost and to amortize the amount of unfunded obligation of the county over such period of years as determined from time to time by the county board (e.g., in 1984)

which will be psychiate in 1986; and (h) The established actuarial assumptions supporting said required amount. The county executive shall submit an informational report to the Informational report to the committees on finance and audit and personnel for consideration during the June committee cycle, providing for an estimated contribution amount for the next year's budget and shall include this pension contribution amount in the executive budget as transmitted to the county board. The final amount appropriated in the adopted budget by the county board shall be the estimated contribution to be expensed in the budget year. - bu paid-to-the system in the next following budget year (e.g., in 1984, an estimate will be made for the nount to be expensed in 1985 but paid in-1986):

(c) Beginning with the first quarter ending after 201,24(8,24) takes effect. September 30 2010: any contribution required from the County under applicable law and regulations resulting from the County's assumption of liability for overnayments made from the Retirement System in lieu of collection of such overpayments from members or beneficiaries or related to any other payment due to the Retirement System by the member or beneficiary under this Ordinance including section 201,24(8,24) or any other applicable law or regulation, shall be calculated and contributed sa described below.

As soon as practicable but in no case later than two weeks following the end of a quarter. RPS shall submit to the Comptroller and the Director of the Department of Admin-istrative Services a report of the adoregate overbayments and interest falling under Option 1 as determined under section 201,24(8.24)(3)(c)(i) in addition to all other payments by the County required under subsection 5.24(5) or 5.24(6) dogether. "Aggregate Contri-

butlon"). The Aggregate Contribution shall be paid by the County to ERS by no later than twenty business days following the end of the prior quarter from the Pension Obligation Bond Reserve or other a uthonized source of funds, Payments from the Pension Obligation Bond Reserve shall be approved by the Comptroller and the Director of the Department of Admin-Istrative Services.

(d) For overpayments RPS shall maintain an accounting of all amounts, owed and paid by the County or any mar-box or beneficiary under section 201-24(0-24(0)). The total-amount collected by RPS on behalf of the County from members or beneficiaries under Option 1 as specified in subsection 8.24(3)(c)(i). whether by VLS, VRP, or VOP as

specified in subsection 8.24(3)(h).

L. Collections in the current year. shall reduce the actual amount from the County's General Fund to the ERS Trust as County's annual contribution required under subsection 3.1(1)(b) in the subsequent year (if any) dollar for dollar. Geogrately: At the same time, any transfer under subsection 3.1 (1)(b) occurs in the subsequent year, any reduction made to the County's annual contribution under this subsection shall be separately transferred from the County's General Fund to the Pension Optication Bond Fund the total represents of the Gounty from members of

specified in subsection 8.24(3)(e)(i). whether by VI 6 - VR3 or VOP as the gurrent year, shall be transferred at the same time any transfer under subsection 3 (1116) occurs in the subsection year, to the Pension Obligation Bond Fund, and where the amount collected on behalf of the County from members or beneficiaries under Option 1 as specified in subsection 8.24(3)(c)(i) n the current year exceeds the County's required annual contribution under subsection 3.1(1)(b) in the subsequent year, any portion of the required transfer to the Pension Obligation Fund that remains after an offsetting reduction to the annual contribution under subsection 3.1(1)(b) shall be paid by the ERS Trust, RPS shall also collect, record and invest recoupment moneys recovered from members or beneficiaries under Option 2 in the EBS Trust, per subsection 6.24(3)(c)(k), as directed by the Pension Board.

#If the amount collected on behalf

of the County from members or peneficiones under Option 1 As specified in subsection 8.24(3)(c)(i) in the current year exceeds the County's required annual contribution under subsection 3.1(1)(b) in the subsequent year. portion of the required transfer to the Pension Obligation Fund that remains after an offsetting reduction to the annual contribution under subsection 3.1(1)(b) shall be paid by the ERS Trust to the County's Pension Obligation Fund in the

subsequent year.
(d g) RPS shall also collect. and invest recoupment record monies recovered from members or beneficiaries under Oction 2 in the Trust, per subsection 8.24(3)(c)(ii), as directed by the Pension Board, Section 5. Section 201,24(8.21) is

deleted and recreated as follows: 8.21. Delegation of authority.
The secretary of the pension board is delegated the authority to

collective - barnel ements which amend any provi-with this ardinance governing the employes retirement system of which create now bondits or result in different computations for entitle ments as such relates to the of epecific collective members of specific solitories of section of sections this ordinance for the purpose

B.21. - RPS Authorization.

- (1) General Powers RPS performs is authorized to set on behalf of the Pension Board with recept to the general administration the Employees' Retirement System for the Pansion Board, RPS shall report to the pension board at each meeting of any material actions taken as reasonably adjudged by RPS under the circumstances in existence at the time of the report.
- (2) Collective Bargaining Agreements - RPS is authorized to imple-ment all collective bargaining agreements which amend any provision within this ordinance governing the Employees' Retirement System or which create new benefits or result in computations entitlements as such relates to the members of specific collective pargaining units. All provisions of such collective bargaining agreements as applicable to specific members and relating to the Employees Retrement System are hereby incorporated by reference within this ordinance for the purpose of this delecation of authority.
- In taking any actions refraining from taking action. RPS must operate in conformity with the Ordinances and Pension Board Rules.

Section 6, Section 201 24(8.24) is

created as follows: 8.24. Correction of Undernayment and Overpayment of Benefits

(t) General - In the event that a benefit paid to a member or benefic ary is determined to be incor-RPS shall take appropriate action under this subsection and the

Ordinances and Rules to: (i) correct such error: (ii) calculate and pay the correct benefit amount on a prospe tive basis, including any net impact of multiple corrections, without recerd to subsection 201,24(8.24)(6); and (iii) maintain the subsection federal tax-qualified status of the retirement system under the internal Revenue Code.
(2) Erroneous Underpayments

Unless the underpaid amount is less than the de minimis threshold amount set forth in subsection 8,24(5) below, if the benefit used to a member or beneficiary is determined to be less than that to which the member or beneficiary is sutitled under the provisions of this ordinance. RPS shall suthorize a single sum corrective payment in an amount soust to: (i) the total amount of the underpayment for the claim period fas defined in subsection 6.24(6)): plus (ii) applicable interest (as defined in subsection 8.24(4)). calculated as of the date of each such consction.

(3) Erroneous Overpayments - If the benefit paid to a member or beneficiary is determined to be greater than that to which the member or beneficiary is entitled under the provisions of this ordinance, the following shall apply:

Notice of Overpayment - RPS provide a written "Notice of Overpayment" to the member and/or beneficiary of the overpayment within two months of determining that an overbayment occurred. Such Notice shall specify the following substantive information;
• the currently payable incorrect

monthly pension benefit (if any).

- the correct monthly penalon benefit absent any collection offset
- · an explanation of the benefit determination arror
- overpayment.
   the Total Amount Owed In principal and interest.
- the Overgayment Options as defined in subsection 8.24(3/c).
- · the expected monthly benefit amount under either Overpayment Option if the recoupment is not paid off in a VLS under subsection 8.24(3)(h)(l), and

24(3KDBI), and ∙anexolanationofinterestanolicable

under subsection 5,24(4).
The Notice shall also include the following process-related

- s member may meel with a representative of ERS in-person to review relevant documents. receive an explanation related to the correction, and collection, and/or to receive an explanation of the Over-
- payment Collection Options:

  the member or beneficiary should consult with an altorney before selecting either Overpayment
- ollection Option:

   the member or beneficiary shall be oven a reasonable time to consult with an attorney, which in no case shall be less than seven (7) days after the date the Notice is
- the beneficiary or member shall be owen no less than seven (7) days to revoke the selection of an Overnent Collection Option following the date of execution of the Overpayment Collection Form:
- the process to request an exception to a monthly overpayment collection amount under subsection B.24(3)(a):
- anneal DIGGOSS challenging a benefit correction and/or IOP under Option 2: and
- contact information for RPS
   (b) Overpayment College (b) Overpayment Collection Option Form - The Notice of Overpayment shall include a separate Overpayment Collection Onligh Form listing the Overpayment Collection Octions, the expected monthly benefit amount for each Overpayment Collection Option if the recomment is not paid off in a VLS. explaining that the member or bene-ficiary must return the form within thirty (30) days, and explaining that if the member or beneficiary fails to return the form, he or she will be placed into Overpayment Collection Option 2, as defined in supsection 8.24(3).
- (c) Overcayment Collection Ortices - A member o t beneficiary shall have two overgovment

collection obtions set forth in an Overpayment Collection Option which shall accompany Notice of Overnayment, regardless of whether overpayment recoupments are collected through a VLS. VRP. VOP. or IOP, as defined in subsection 8.24(3)(h):

Option 1. For the exclusive member or beneficiary signs an Overpayment Collection Option Form selecting Option 1, on behalf of the overpaid member or beneficiary, whether newly-identified or currently in a recoupment process as of the effective date of this provision, the County shall make payment to the ERS trust of the TAO (i.e., the amount of the overpayment plus all interest applicable under subsection 6.24(4) through the date of repayment, as properhed prescribed in aubsection 3.1(11(c)), and RPS shall recoup from the member or beneficiary an amount equal to the total amount of the overpayment for the claim pariod (as defined to subsection 8,24(6)), but not applicable interest (as defined in subsection 6.24(4)), relarred to herein as the "Principal Amount Owed" or "PAO." Under Option 1, a member or

beneficiary must agree to the benefit correction. accept the County's payment of the TAO on the member's behalf and agree to ways any and all claims and rights to challenge the benefit correction and recovered, whether by a VLS, VRP, or VOP as defined in subsection 8.24(3)(h). Under Option 1, the member is only responsible for the PAO, and it is VRP or VOP is required. the no interest on the PAO will not begin to accrue for one year (a proce period) and it will be at the lower-County Interest Flata under ootion 8.24(4):

Option 1 shall not be available to a member or beneficiary if the overpayment is the direct or indirect result of the member's or beneficiary's fraud, material misrapreservation or material omission as determined by RPS.

Option 1 shall not be available as of right to any member or beneficiary who has a pension benefit dispute that (i) is subject to an executed and binding settlement agreement or commitment of correction: (ii) is currently before a court of competent lurisdiction: or (III) has been finally adjudicated by a court of competent jurisdiction.

Any payments made to the retirement system by the County prior to the effective data of this subsection shall remain assets of the ERS trust and shall not be refunded or otherwise returned to the member or beneficiary. Further, no provision in this section 8.24 shall provide any member or beneficiary retroactive rights or benefits.

ii Option 2: For the exclusive benefit of the ERS trust if the member or banaticiary signs an Overpayment Collection Cotion Form selecting Option 2 or is placed Into Option 2 as authorized under subsection 8,24(3)(b) after failing to make an affirmative election within thirty (30) days of the date the Notice a mailed. RPS shall collect from the member or beneficiary an amount equal to: (i) the total amount of the overpayment for the claim period (as delined in subsection 5.24(6)); plus (ii) applicable interest (as defined in subsection 8.24(4)), calculated as o the date of each such overpayment through the date the County would have made payment to the ERS trust on behalf of the member of beneficiary under Option 1, referred to herein together se the "Total Amount Owed" or "TAO" as detailed below, plus (II) additional Pension Interest as specified in subsection 8.24(4) If a VRP VOP or IOP defined under subsection 8.24(3)(h) a required.

Under Option 2. a member of beneficiary wishes to potentially dispute the benefit correction now or in the future, and therefore, the member of beneficiary rejects the County's payment of the TAO on the member's behalf and refuses to waive any and all claims and rights to challenge the benefit correction and recomment. Under Option 2, the member or beneficiary will be

responsible for the entire amount of the TAO, and if a VRP, VOP, or IOP is required as well as interest on the entire. TAO, that will continue to accrue (no-prope-period) at the higher Pension Interest Rate under

Subsection 8.24(4).
Under Option 2, corrected benefit payments, along with any VRP, VOP, or IOP, shall continue unless and until the member or beneficiary obtains a linel favorable lucioment from a court of competent jurisdiction ind/or hefore an appropriate adminstrative body, or enters binding settlement agreement. whereby the baneist correction, overpayment collection, and/or applicable interest is deemed to be in error or otherwise inapplicable; should such RPS shall calculate the appropriate adjustments to the member's monthly benefit, collection amount, and/or interest and effectuate and account for those adjustments as soon as practicable.

(d) Other Waiver of Repayment -

Notwithstanding anything else to the contrary in the section 201.24. RPS shall waive the collection of any overnayment I TAO is below the de minimis threshold as set forth in subsection 8.24(5). The above notwithstanding there shall be no reduction or waiver of any repayment if the overpayment is the direct of indirect result of the member's or beneficiary's fraud, material misrepresentation or material omission as determined by RPS

(e) Collection Administered by RPS - RPS shall commence overpayment collection as specified herein, beginning with the next full month following the receipt of the Overpayment Collection Option Form of the next full month following the 30th day after malling of the Notice of Overpayment, redardless of whether any action or appeal is filed to challenge any element of calculation of or process related to the correction of the monthly benefit amount and/or collection\_of\_arty overpayment and/or any applicable

(f) Calculation of Monthly Over navment Collection Amount - The overpayment collection amount shall be based upon the PAC under Option 1 or the TAC under Outon 2, and shall be no less than as emiscribed prescribed under the monthly repayment guidelines established by the Wisconsin Department of Employee Trust Funds under Wis Stat 5 40.08 RPS shall implement and update ERS guidelines by January 1 of each year using the most recent, effective version of Wis. Stat. 5 40.08 and Wisconsin Department of Employee Trust Funds guidelines. In all cases, payments shall be applied first to applicable Pension Interest. Then County Interest, as further defined in subsection 8,24(4), and then, respectively, to the PAO under Option 1 or the TAO under Option 2.

(g) Exceptions to Monthly Over-payment Collection Amount - If the member or beneficiary presents yeritiable documentation to RPS within 30 days of the commencement of the collection or prior to the commencement of the collection that

such member or beneficiary's adjusted pross household income is at or below the tederal poverty threshold as established by the United States Department of Health and Human Services, then the monthly repayment amount shall not exceed live percent (5%) of member, or beneficiary's total monthly pension benefit, or

is such member or beneficiary is entitled to an equipple adjustment to their morthly repayment amount as determined by RPS, which shall be unappealable to the Penalon Board based upon (a) the linancial status of the member or beneficiary and their household: (b) the amount of the overpayment: (c) the amount of the monthly benefit payment; (d) the culpability of the member beneficiary in the circumstances that gave rise to the overpayment extracrdinary medical or long-term care expenses; (I) whether the member of beneficiary supports claimed dependents; and (c) fairness to taxpavers.

Documentation required to be

submitted by the member or beneficiary to qualify for either adjustment under subsection 8 24(3)(g) shall include, but is not limited to member or beneficiary's fand similar documents related to the member or beneficiary's household if the member or beneficiary does not live alone) most recent IRS Form 1040 and a complete disclosure\_of\_att member or beneficiary assets including investments, real estate. savings checking, or any other assets as well as the same documents and statement of assets for any claimed dependent and/or snouse. Nothing in this subsection shall operate to reduce the total TAC or PAO owed, in addition to any applicable interest, as defined below in subsection 8.24(4). This subsection applies regardless of which Overpayment Collection Ootlon a member or beneficiary selects under subsection 8,24(3)(c). RPS and/or the Pension Board may promulgate additional procedures and documentation mandates under this subsection,

(h) Collection Methods - Overneyints may be collected by any of the following methods, listed in order of preference:

i Method 1 - 1 ump Sum: whather a member or beneficiary elects Option 1 or 2 under subsection 8.24(3)(c) the PAO or TAO may be collected through a timely Voluntary Lumb Sum ("VLS") payment by the member or beneficiary, if a VLS is made to the ERS trust by the specified deadline then ongoing monthly pension benefits, if any shall be paid at the corrected mount. If a VLS is made to the ERS trust after the specified deadline. then the next monthly pension beneill should be adjusted to account for additional amounts owed. If any, and following that adjustment, monthly benefits shall be paid at the corrected amount

Method 2 - Voluntary Bepayment Plan or Voluntary Offset Plan: whether a member beneficiary elects Option 1 of under subsection 8.24(3)(c). the PAO or TAO may be collected through either a "Voluntary Repayment Plan" ("VBP"), where there is no longer any ondging benefit payment, under which the member or heneficiary agrees to make equal monthly direct cayments through an electronic lund transfer or similar means to the ERS trust through a "Voluntary Offset Plan" ("VOP"), where benefit payments are ongoing, under which the member or banaficiary agrees in writing that each future monthly benefit payment will be reduced by a specific amount that shall be no less than that required under subsections 8.24(3)(f) and (a). If a member or beneficiary enters into either type of voluntary agreement, such agreement may provide for repayment over a shorter period and/or in a greater amount than otherwise required under subsections 8.24(3)(f) and (o).

el Method 3 - Involuntary Offsel Plan: only where member or beneficlary elects Option 2 or falls to make a selection between Options 1 and 2. as specified under subsection 8.24(3)(c). RPS shall place the member of beneficiary into whereby each future monthly benefit payment is offset by an amount as proceeding prescribed under subsections 8.24(3)(f) and (a).

(i) Failure to Repay -

If the member or beneficiary fails to make a navment under a VLS, or VRP, and such payment, is outstanding for thirty days, RPS shall commence such recoupment by an IOP in the mariner set forth herein.

If the member or beneficiary refuses despite reasonable efforts to enter into a VLS or VRP when an overpayment exists with no future benefits are payable and any amount remains outstanding for more than thirty days, RPS shall report the same to the County and FRS, which each may elect to collect any amounts remaining through fees

il Upon the death of member or beneficiary that becomes known to ERS, the County or ERS may elect to attempt to collect any remaining

amount owed from the estate or from future benefits payable to any remaining beneficiary.

Collection Quistanding amounts where no reasonable method of collection is available to the County or RPS, may be written off after a period of tive years if wed to the County under Option 1. Any Uncollected amounts owed to the ERS trust under Ontion 2 where no reasonable method of collection s available, may be written off after a period of five years. Such written off balances under Option 2, shall require payment by the County.

(i) Settlement Authority Remains -Nothing in this Ordinance impacts of curtails the County or the Pension Board's authority to settle litigation matters where the Pension Board. ERS or the County are named as parties. (4) Applicable Interest —

(a) The calculation of undernavments and overpayments, including the calculation of a TAO, shall include simple interest at a rate of five percent (5%) per annum on the underpaid or oversald amount from the date of incorrect payment(s) through the applicable period of savment to the member by the inust in the case of an undernayment, or to the trust by the County or member In the case of an overpayment, also known as the "Pension Interest Bate" or "PIR." The above notwithstanding, to the extent that different interest rate is mandated by <u>ihe Internal Revenue Service</u> pursuant to the terms of a VCP submission under Ordinance section 6.23, such rate shall be the applicable interest rate or "PIR" (if referring to the interest portion of the afso known as "Pension interest" or "PI").

(b) If the member or beneficiary selects Option 1 under subsection 8.24(3)(c)(i), once an overpayment is repaid to the trust by the County under subsection 3.1(1)(c), and the member or beneficiary is placed into an either a VRP or VOP under subsection 8.24(3)(h)(ii) RPS shall not apply a simple interest rate of percent (5%) per entre commencing one year after the VRP or VOP begins, to the remaining balance of the PAO, over the entire repayment period. plog known-as the "County Interest Rate" or "CIT!" id telemine to the interest excepte under this Subsection also known na "Gounty Interest" or "GI"\-

(5) De Minimia Amounts — (a) Overnayments, RPS shall waive a member's or beneficiary's retrayment obligation if the total of all gyernayments is less than \$165.00. inclusive of applicable interest under subsection 8,24(4).

Underpayments, if the total Underpayment payable to a member or beneticiary is \$75 or less finclusive of applicable interest under subsection 6.24(4)). RPS will not pay such amounts to the

member or beneficiary. (6) Claim Pariod - This subsection 8.24(6) applies only to benefit payments made on or after denuery July 1, 2019, Any claim related to a benefit payment made on or after denuary July 1, 2019, must be initiated by the aggreyed party in writing on or before the sixth anniversary of the date on which the payment is issued by the retirement system. For nurposes of this subsection, a payment shall be a single benefit payment or any single periodic payment if the benefit is paid in an installment or annuity orm. Any claim with respect to a periodic payment shall apply to each subsequent periodic payment. timely claim made during the claim period shall remain valid during the period of appeal (to the nension board or any court of law) and through final disposition of such appeal even if such disposition occurs after the sixth anniversary of the date of payment. This subsection 8.24(6) shall not apply to: (i) any matter that is subject to a binding settlement streament or commitment of correction: (ii) any matter currently before a court of competent jurisdiction (hi) any matter that has been finally adjudicated by a court of competent

surisdiction, or (iv) any matter that is

subject to a contrary directive by the ISS through its Employee Plans Compilance Resolution System.

(7) Effective Date - Except as otherwise set forth above this section shall apply to any overpayment or underpayment that es of Jenuary 1, 2019, (i) is not otherwise subject to an egreement or commitment of correction: (II) is not currently before a court of competent jurisdiction; and (iii) has not been finally adjudicated by a court of competent lurisdiction.

Section 7. Section 201,24(1),7) is nended as follows:

11.7. - Exemption of funds and

benefits from taxation, execution and assignment.
All moneys and assets of the

retirement system and all benefits and pensions and every portion thereof, both before and after payment to any member or beneficiary, granted under the retire-ment system shall be exempt from any state, county, or municipal tax, and from attachment or carnishment process, and shall not be seized, taken, detained or levied upon by virtue of any executions, or any process or proceeding whatsoever issued out of or by any court of this state. For the payment and ratification in whole and in part of any debt, claim, damage, demand or judgment against any member of or beneficiary under the retirement system, and no member of or benefi-clary under the tellrement system shall have any right to essign his benefit or allowance, or any part thereof, either by way of mortgage of otherwise, provided, however, that the pension board may at its option and under rules and regulations promulgated by it permit retired members to assign a portion of their pension for the regular monthly payment of medical, aurgical and hospital care. The exemption from laxation contained horein shall not apply with respect to any tax on income. This section shall not prohibit the forfeiture or gamishmen of benefits and pensions pursuant to (a) Applicable requirements of

Wisconsin Statutes or Milwaukes County Ordinances: (b) RPS's compliance with a lien.

levy or similar request for payment imposed on the member of beneficiary by the Internal Revenue Service: or

(c) RPS's compliance with a lien. lavy or similar request for payment imposed on the member or baneficiary by the Wisconsin or other

state Department of Revenue. Section 8. Section 201.24(11.8) | s amended as follows:

11.6. - Protection against fraud

Felsification or Absence of information and Records.

(a) Protection Against Fraud - Any person who shall knowingly make any false statement or shall falsity or permit to be falsified any record(s) of this retirement system in any attempt to defraud such system as a result of such act shall be guilty of a miscie-meanor, and shall be punishable therefor under the laws of the state Should any change or error in the records result in any member or beneficiary receiving from the retire-ment system more or less than he would have been entitled to receive had the <u>information</u> and records been correct, the board shall correct such error, and as far as practicable shall adjust the payments in such manner that the actuarial equivalent of the benefit to which such member or beneficiary was correctly entitled

(b) Missing Information - In the event that the records containing information necessary to calculate a member's or beneficiary's benefits under the system are missing. RPS may make reasonable estimates of such information, as necessary to calculate the member's or beneficalculations based upon reasonable estimates shall be presumed correct and binding upon the member or beneficiary. The above notwithstanding should any information and records subsequently become available, any member or beneficiary receiving from the retirement system more or less than he would have been entitled to receive

had the information and records been correct, the Pansion Board shall correct such error, and as far as practicable shall adjust the payments in such manner that the actuarial equivalent of the benefit to which such member or beneficiary was correctly entitled shall be paid. If the corrected amount results in an everpayment greater than the de minimis threshold as set forth in subsection 8.24(5), RPS shall seek to recoup any overpayment in the manner set forth in subsection

Section 9. Section 201,24(8.6) is amended as follows:

B.6. Rules and regulations.
Subject to the limitations of this ordinance, the Pansion Board shall, from time to time, establish rules and regulations for the administration of the funds created by this ordinance and for the transaction of its business. <u>To the extent the terms of</u> a Rule conflict with an Ordinance. the Ordinance's terms shall apply.

Section 10. Effective Date, Each provision of this Act shall be effective as of the date stated therein, if no such date is stated the provision shall be effective upon passage and publication as proceeded crescribed by law. The Pension Board or RPS may, as appropriate, delay the disposition of any matter pending the establishment or amendment of interpretive Rules issued pursuant to section 8.6. In no event shall such delay invalidate the effective date or applicability of such provision.

Section 11. Savings Clause. If any timelene Act is found to be invalid or unenforceable by any court of competent jurisdiction or is subject to a contrary directive by the IRS through its Employee Plans Comoliance Resolution System, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Adopted by the Milwauk County Board of Supervisors Merch 21, 2019 11737317/5-2

C. No. 1 File Number 181858 OFFICIAL NOTICE Published by Authority of the Common Council of the City of Milwaukee

Mitwaukee Office of the City Clerk

Substitute resolution approving levying of assessments and construction of assessable public improvement projects at various locations and appropriating funds for these purposes with the City cost of these projects approved by this resolution is estimated to be \$445,600 for a total estimated cost of \$465,000. Whereas, The Common Council of

the City of Milwaukee adopted preliminary resolutions, determining it necessary and in the public interest to construct and levy special assessments for the following improvementa:

1st Aldermanic District N. 37th St. - W. Custer Ave. to W. Sheridan Ave. (ST211180283) Install traffic calming speed

(Assessable hump(s). hump(s). (Assessable Reconstruction Paving Fund -- \$7.900; Nonassessable Reconstruction Paving Fund -- \$2.000) The total estimated cost for this project including the requested amount is \$9,500. This project is anticipated to be completed during the 2019 construction season.

7th Aldermanic District N. 26th St. - W. Burleigh St. to W. Auer Ave. (5T211180261) instell traffic calming speed hump(s). (Assessable Reconstruction Paving Fund --\$6,000; Nonassessable Reconstruction Paving Fund -- \$2,000) The total estimated cost for this project including the requested amount is \$8,000. This project is anticipated to be completed during the 2019

N. 39th St. - W. Ruby Ave. to W. Courtland Ave. (ST211050111) File Number 091621: Asphalt pavement resultacing, replace all curb and gutter, replace sidewalk and driveway approaches where necessary, sodding (6' width of free area). and grading (Assessable Peconstruction Paying

construction season.

Fund - \$40,600; Nonassessable Reconstruction Paving Fund -- \$350,000). The total estimated cost for this project including the requested amount is \$410,000. This project is anticipated to be pleted during the 2019 construc

N. 45th St. - W. Aver Ave. to W. Concordia Ave. (ST211190109)
Install traffic calming speed
hump(s). (Assessable
Reconstruction Paving Fund --\$9.300; Nonessessable Reconstruction Paving Fund -- \$2,000) The lotal estimated cost for this project including the requested amount is \$11,300. This project is anticipated to be completed during the 2019 construction season.

N. 49th St. - W. Burleigh St. to W. Concordia Ave. (57211180240) Install traffic calming speed hump(s). (Assessable hump(s). (Assessable Reconstruction Paving Fund --\$17,000; Nonassessable Recon-struction Paving Fund -- \$2,000) The total estimated cost for this project including the requested amount \$19,000. This project is anticipa to be completed during the 2019 construction season.

15th Aldermanic District N. 29th St. - W. Lisbon Ave. to W. Vine St. (\$T211160282) Install v. vine st., (a) Tritouza), insist traffic calming speed hump(s). (Assessable Reconstruction Paving Fund — \$3,800; Nonassessable Reconstruction Paving Fund — \$3,000) The total estimated cost for this project including the requested amount is \$6,800. This project te anticipated to be completed during the 2019 construction season.

Whereas. The report of the Commissioner of Public Works has been filed with the City Clark; and

Whereas, Notices have been sent to all interested persons and public

hearings held; now, therefore, be it
Resolved, By the Common
Council of the City of Milwaukes, that the Commissioner of Public Works' Report, as amended at said Public Hearing, is approved and the properties therein identified are

benefited; and, be it
Further Resolved, That said
Commissioner of Public Works is authorized and directed to proceed with sald work in accordance with sald report pursuant to Section 65.0703 and any other pertinent sections of the Wisconsin Statutes and in the manner directed by Section 115-42 of the Milwaukee Code of Ordinances; and, be it

Further Resolved, That the proper departments take such action as is required of them to assess the abutting or adjacent properties and collect such assessment in the manner directed by Section 115-42 of the Milwaukee Code Ordinances: and, be it

Further Resolved, That the City Comptroller is authorized to transfer such funds which are available for this purpose to the appropriate capital Project/Grant accounts; and,

Further Resolved, That the projects do not involve any parcets of agricultural land which are eligible for deferred special assessments under the provisions of Section 14.30 of the Milwaukes City Charter; and, be it

Further Resolved, That the Department of Public Works is authorized to use the funding as specified in the above descript work; and, be it

Further Resolved, That projects N. 37th St. (ST211180283); N. 28th St. (ST211180281); N. 39th St. (ST211050111); N. 45th St. (S1211050111); N. 45th St. (S7211190109), N. 49th St. (S7211180240); N. 29th St. (ST211180240); will be billed after 12 months after the project contract has been completed; and, be it

Further Resolved, That the following projects be deleted from the 2019 Paving Program: N. 49th St. (ST211180280); N. 57th St. (ST211180110); N. 67th St. (ST211190112).

Passed April 16, 2019 James Owczarski, City Clerk Approved, May 1, 2019 Tom Barrett, Mayor

11733838/5-2



#### Civil Suits

PUBLICATION SUMMONS Case No: 18-CV-2193

Code No: 30101
STATE OF WISCONSIN CIRCUIT
COURT MILWAUKEE COUNTY
AMERICAN FAMILY MUTUAL INSURANCE COMPANY Plaintift v. DWITE LOVE LR.
Defendant.
THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. A copy of the Summons and Complaint has been mailed to you via certified mail return via certified men reverse (40) days after April 18, 2019, you must received with a written demand for a respond with a written demand for a copy of the Complaint. The demand must be sent or delivered to the Court, whose address is Milwauken County Courthouse, 901 North 9th Street, Milwaukee, Wi 53233, and to plaintif's attorney, Rick J. Mundt, Winner, Wisson & Pernitz, whose address is PO Rox 2626 Martison WI, 53701-2626. You may have attorney help or represent you.

you require reasonable If you require reasonable accommodations due to a disability to participate in the court process, please cali 414-825-5757.

If you do not demand a copy of the Complaint within forty (40) days, the Court may grant Judgment against you for the award of money or other lend action requested in the

or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lies against any real estate you own now or in the future and may also be enforced by gamlehment or setzure

of property.

Dated this 12th day of April, 2019.

Dated this 12th day of April, 2019. By: Ist Rick J. Mundt RICK J. MUNDT (SBN: 1002952)

Attorney for Plain 222 West Washington Avenue, Suite

P.O. Box 2626 Madison, WI 53703 608/257-0257 608/257-0078 - FAX

11731760/4-18-25/5-2

SUMMONS FOR PUBLICATION Case No.: 2019CV002455 Foreclosure of Mortgage: 30404 Money Judgment; 30301 STATE OF WISCONSIN CIRCUIT

COURT MILWAUKEE COUNTY HARD MONEY HOME, LLC 5205 N. Ironwood Rd. Suite Milwaukee, WI 53217 Plaintiff, REMEDY - SOLUTION SERVICES, INC. 6060 N. 77th Street Milwaukee, WI 53218 and JANICE PICKETT 6060 N. 77th Street Milwaukee, WI 53216,

Delendants. THE STATE OF WISCONSIN To defendants, Remedy - Solu Services, Inc. and Janice Pickett:

You are hereby notified that the plaintiff named above has filed a lawauit or other legal action against

Within 40 days after April 17, 2019, you must respond with a written demand for a copy of the complaint. The demand must be sent or delivered to the court, whose address is 901 North Ninth Street Milwaukee, Wisconsin 53233, and to Fox, O'Neil & Stannor, S.C., the plaintiff's attorney, whose address is Milwaukee, Wisconsin 53202. may have an attorney help or

represent you.
If you do not demand a copy of the complaint within 40 days, the court may grant judgment against you for the award of money or other r the award of money or action requested in complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A