



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING
Office of Public Housing and Voucher Programs (OPHVP)

**Housing Assistance Payment (HAP)
Repayment Agreement between
The Housing Authority of the City of Milwaukee
and
The Department of Housing and Urban Development**

This Agreement made this 1st day of July 2026, by and between the Department of Housing and Urban Development (“HUD”) and the Housing Authority of the City of Milwaukee (WI002).

Whereas, WI002 receives federal funds through the U. S. Department of Housing and Urban Development, Office of Public and Indian Housing, Office of Housing Voucher Programs (“OHVP”), authorized under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.), as determined by the allocation of budget authority for renewal of expiring Consolidated Annual Contributions Contract (ACC) funding increments formula specified in 24 CFR Part 982.

Whereas, the Quality Assurance Division (QAD) conducted a Financial Management Review/ Management and Operations Review that resulted in report *QAD-FMR-MOR-2022-WI002*, dated April 10, 2023, and the follow-up letter issued *QAD-FMR-MOR-CAP-WI002-FMR Finding Close Out letter, dated July 11, 2025*. HUD concluded that the Housing Authority of the City of Milwaukee owe its’ Housing Choice Voucher (HCV) program \$2,900,000 in HAP funds that must be repaid to HUD.

The reasons for the debt and repayment agreement are:

1. Unsupported and disallowed costs, degradation of internal controls, substantive and systemic errors in the financial recording and reporting.
2. Our Ability to Repayment Assessment dated March 2, 2026, identified that continued financial management weaknesses still currently exist, and that WI002 current pool of non-federal funds is strictly limited.

Whereas, the City of Milwaukee (WI002) must return **Two million, nine hundred thousand dollars (2,900,000)** to **HUD/ HUD-held reserves** from non-federal funds and/or unrestricted net position reserves funds due to unsupported /disallowed expenditures of restricted housing assistance payments (HAP) funds.

Whereas, the WI002 desires to make the required repayment in **quarterly** installments of \$25,000 over a period of **twenty-nine (29)** year(s) commencing with the **first quarterly payment due October 1, 2026**.

Whereas, this Agreement evidences the parties' mutual cooperation in achieving public goals and a sustainable repayment agreement; and NOW THEREFORE, HUD and WI002 agree as follows:

1) The WI002 will repay the Two million, nine hundred thousand dollars (2,900,000) (Increment No. WI002VO0531);

- a. The *unsupported/disallowed* restricted/HAP funds are to be repaid within **twenty-nine** (29) years ending July 1, 2055. **Quarterly** payments in the amount of **\$25,000** will be made **every quarter**, beginning on **October 1, 2026, and commencing on the 1st Day of every quarter thereafter;**
- b. Determined by the Quality Assurance Division, annual, or as needed, re-assessments of the ability to repay (ATRA) will be conducted to determine if the terms of the repayment agreement need to be modified/revised.

2) Check, money order, or cashier's check along with correspondence (including the grant number/project number/loan number/source document number), please remit to the HUD lockbox address. Make checks/money orders/cashier's checks payable HUD-FAD Collections Ft Worth.

- a. ***US Postal Service Address:*** US Bank HUD-FAD Collections Ft Worth, P. O. Box 6200-05, Portland, OR 97228-6200, Memorandum Field: Increment No. WI002VO0531
- b. ***Physical Address for FedEx/UPS/Other Courier Services:*** US Bank, Government Lockbox PD-OR-C1GL, HUD-FAD Collections Fort Worth 6200-05, 17650 NE Sandy Blvd., Portland, OR 97230, Memorandum Field: Increment No. WI002VO0531

3) Electronic funds transfers (EFT) payments, please use pay.gov link: Pay.gov - HUD Accounting Operations Center Miscellaneous Payments (<https://www.pay.gov/public/form/start/1507632356>). This link states an ONAP grant repayment but, you can also process other grants (e.g., OHVP) program repayments and other miscellaneous payments to HUD. The "Grant Number" and/or **Increment Number** field must have at least 11 characters (numbers and/or letters) for it to be valid. One can send a minimum of \$25 and maximum of \$1,000,000 through this pay.gov form.

4) Wire transfers: U. S. Treasury Federal Reserve Bank New York, 33 Liberty Street, New York, NY 10045, ABA Routing Number: 021030004, Beneficiary: D, Account Number: 86011101

Memorandum Field: Increment Number WI002VO0531

(There is no minimum or maximum amount you can send in a wire)

5) Waivers: Reservations of Rights

- a. If WI002 fails to submit a payment within 60 days of its due date, HUD reserves the right to charge a one (1) percent monthly interest charge on the amount owed **(\$2,900,000)** from the beginning of the repayment term October 1, 2026, throughout its balance and to initiate enforcement action including appropriate administrative sanctions.

b. If WI002 submits a payment more than 90 days late and/or breaches any other part of this agreement, HUD reserves the right to declare this agreement null and void and to pursue appropriate administrative sanctions, offsets and appropriate legal remedies.

6) Notice: Any notice required or made with respect to this Agreement shall be provided in writing and electronically and shall be effective upon receipt. For any matter relating to this Agreement, the contact person is the OHVP QAD Debt Collection/Repayment Agreement Point of Contact.

7) Modifications: The parties agree that this Agreement may not be modified, amended or terminated except by written agreement signed by the parties.

8) Applicable Law: This Agreement shall be governed by and construed under the laws of the United States.

9) Third-Party Beneficiaries: Nothing in this Agreement shall be construed to make any other person or entity not executing this Agreement a third-party beneficiary to this Agreement.

10) Representative Authority: Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter and execute the terms and conditions of this Agreement, and to bind such parties to this Agreement.

11) Attorney Fees: Each party is to bear its own costs and attorney fees.

12) Termination: This Agreement shall terminate upon receipt by HUD of the last payment due under the provisions of this Agreement and note, or default by the PHA.

13) Effective Date: This Agreement shall become effective only upon its acceptance by the Assistant Secretary for Public and Indian Housing (PIH), or his/her designee, as evidenced by the dated execution of this Agreement.

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WHEREFORE, the parties hereto have duly executed this Agreement effective when signed and dated by the Assistant Secretary for Public and Indian Housing (PIH), or his/her designee, of the United States Department of Housing and Urban Development. In Witness whereof, the parties do hereby execute this Repayment Agreement.

THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE (WI002)

Signature and Date

Printed Name: Harold S. Ince, Jr.

Title: Secretary-Executive Director

Address: HACM, PO Box 324, Milwaukee WI 53201-0324

Email:

Signature and Date

Printed Name: Charlotte Hayslett

Title: Board of Commissioner Chairperson

Address: HACM, PO Box 324, Milwaukee WI 53201-0324

Email:

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UNITED STATES DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

Signature and Date

Printed Name: Benjamin R. Hobbs

Title: Assistant Secretary for Public and Indian Housing (PIH), or his/her designee

Address:

Email:

CONCURRENCES

Signature and Date

Printed Name: Todd Thomas

Title: Deputy Assistant Secretary, Office of Public Housing and Voucher Programs

Address:

Email:

Signature and Date

Printed Name: Alison Bell

Title: Acting Director, Office Housing Voucher Programs

Address:

Email:

Signature and Date

Printed Name: Judith DeHaven

Title: Director, Quality Assurance Division

Address:

Email: