

<b>Streamlined Annual PHA Plan (Small PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires: 09/30/2027</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

**Applicability.** The Form HUD-50075-SM is to be completed annually by **Small PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, HCV-Only PHA, or Qualified PHA **do not** need to submit this form. Note: PHAs with zero public housing units must continue to comply with the PHA Plan requirements until they closeout their Section 9 programs (ACC termination).

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

A.	<b>PHA Information.</b>
A.1	<p><b>PHA Name:</b> <u>Housing Authority of Frankfort</u> <b>PHA Code:</b> <u>KY003</u></p> <p><b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>01/2026</u></p> <p><b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p><b>Number of Public Housing (PH) Units</b> <u>241</u> <b>Number of Housing Choice Vouchers (HCVs)</b> <u>484</u></p> <p><b>Total Combined</b> <u>725</u></p> <p><b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Public Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.</p> <p>The Housing Authority of Frankfort (HAOF) will make their Annual Plan for the Fiscal Year beginning in 2026, as well as, their Five Year Plan developed in Fiscal Year beginning in 2025 available for public review and comment on their website beginning September 17, 2025. If members of the public are interested in receiving additional information regarding these plans and/or other HAOF policies they can inquire to receive copies at info@haof.org and at their offices in Owen County at 100 Gaines Village Drive, Owenton, Kentucky. The Resident Advisory Board was provided a copy of the HAOF Annual Plan on Tuesday, September 9th, 2025 at their annual meeting.</p>

**PHA Consortia:** (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

**B. Plan Elements Submitted with 5-Year PHA Plans.** Required elements for Small PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a Small PHA is not submitting its 5-Year Plan. See sub-section below for required elements in all other years (Years 1-4).

**B.1 Revision of Existing PHA Plan Elements.**

(a) Have the following PHA Plan elements been revised by the PHA since its last **5-Year PHA Plan** submission?

Y N

- Statement of Housing Needs and Strategy for Addressing Housing Needs.
- Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
- Financial Resources.
- Rent Determination.
- Homeownership Programs.
- Substantial Deviation.
- Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each element(s):

Not applicable.

(c) The PHA must submit its Deconcentration Policy for Field Office Review.

Not applicable.

**B.2 New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?

Y N

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Choice Neighborhoods Grants.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Modernization or Development.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Demolition and/or Disposition.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Conversion of Public Housing to Tenant Based Assistance.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.                   |
| <input type="checkbox"/> | <input type="checkbox"/> | Homeownership Program under Section 32, 9 or 8(Y)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Project Based Vouchers.  |
| <input type="checkbox"/> | <input type="checkbox"/> | Units with Approved Vacancies for Modernization.   |
| <input type="checkbox"/> | <input type="checkbox"/> | Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). |

(b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.

Not applicable.

**B.3 Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.

Not applicable.

<p><b>B.4</b></p>	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>Not applicable.</p>
<p><b>B.5</b></p>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N  <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p> <p>Not applicable.</p>
<p><b>Plan Elements Submitted All Other Years (Years 1-4).</b> Required elements for all other fiscal years. This section does not need to be completed in years when a Small PHA is submitting its 5-Year PHA Plan.</p>	
<p><b>B.1</b></p>	<p><b>New Activities</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Choice Neighborhoods Grants.  <input checked="" type="checkbox"/> <input type="checkbox"/> Modernization or Development.  <input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.  <input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.  <input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.  <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Program under Section 32, 9 or 8(Y)  <input type="checkbox"/> <input checked="" type="checkbox"/> Project Based Vouchers.  <input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.  <input checked="" type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process.</p> <p>Modernization or Development and/or Demolition:  1. Flooding in April 2025 resulted in 32 housing units, located on Walter Todd Drive, in Frankfort KY, being vacated. These units are located in the 100 year floodplain map as evidenced by FEMA Firmette: 21073C0128E effective 12/21/2017. Housing Authority of Frankfort (HAOF) staff are currently in the process of applying for FEMA's Public Assistance grant program to try and recoup funds lost due to flood related expenses. During this process HAOF Staff will also explore all flood mitigating factors for these offline units such as elevating them out of the floodplain or complete demolition of these structures and rebuilding them out of the floodplain.</p>

2. The HAOF will pursue the possibility of a mixed finance project or development to establish new Public Housing units as allowed to reach the Faircloth Limit of the Authority. A recent study funded by the Kentucky Housing Corporation demonstrates that in Franklin County, Kentucky there is a need for 2,500+ additional affordable rental units. The study also demonstrates that there is a gap in the amount of needed affordable rental units of 2,000+ units for those at 80% AMI (\$67,000) and below; with the largest gap (+1,100 units) being for those with an income of 30% AMI (\$25,000) and below.

**Conversion of Public Housing to Project-Based Assistance under RAD:**

The PHA will investigate and possibility of converting units in our current portfolio to project-based assistance under RAD.

**Units with Approved Vacancies for Modernization:**

1. If it is decided that it is most cost effective and prudent to modernize/rehab the 32 flood damaged units then it will require HUD Approved Vacancies for Modernization categorization until the process is completed.

2. The PHA currently has units undergoing modernization and anticipates this effort will continue into the 2026 fiscal year with a possibility of additional units being added to this process.

**Capital Grant Programs:**

The HAOF would like to put out a Request for Proposals for a Physical Property Capital Needs Assessment (CNA). The HAOF would like to have a comprehensive evaluation of our portfolio of properties conducted. A CNA has not been conducted on the portfolio in recent years (20+) if ever. This evaluation of each structures physical condition, projecting future repair and replacement costs over a set period of time (typically 5 to 20 years) will aid the HAOF with strategic capital planning and will assist with applying for future grant and/or private funding.

(c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan.

(d) The PHA must submit its Deconcentration Policy for Field Office Review.

**See Attached**

B.2	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>See HUD-50075.2 - Approved by HUD on 06/05/2025</p>
C	<p><b>Other Document or Certification Requirements for Annual Plan Submissions.</b> Required in all submission years.</p>
C.1	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y   N  <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
C.2	<p><b>Certification by State or Local Officials.</b></p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.3	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-CRT-SM, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

**C.4**

**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

(a) Did the public challenge any elements of the Plan?

Y N

(b) If yes, include Challenged Elements.

## Instructions for Preparation of Form HUD-50075-SM Annual Plan for Small PHAs

**A. PHA Information.** All PHAs must complete this section (24 CFR 903.4).

- A.1** Include the full **PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory, Number of Public Housing Units and or HCVs, PHA Plan Submission Type,** and the **Availability of Information,** specific location(s) of all information relevant to the public hearing and proposed PHA Plan (24 CFR 903.23(e)).

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table (24 CFR 943.128(a)).

**B. Plan Elements.** PHAs must complete this section during the years where the 5-Year Plan is also due (24 CFR 903.12).

- B.1 Revision of Existing PHA Plan Elements.** PHAs must: Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

**Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location (24 CFR 903.7(a)(2)(i)). Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy (24 CFR 903.7(a)(2)(ii)).

**Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR 903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements (24 CFR 903.7(b)). Describe the PHA’s procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists (24 CFR 903.7(b)). A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV (24 CFR 903.7(b)). Describe the unit assignment policies for public housing (24 CFR 903.7(b)).

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program and state the planned use for the resources (24 CFR 903.7(c)).

**Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies (24 CFR 903.7(d)).

**Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA’s 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act (24 CFR 903.7(k) and 24 CFR 903.12(b)).

**Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan (24 CFR 903.7(s)(2)(i)).

**Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan (24 CFR 903.7(s)(2)(ii)). For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the ‘Sample PHA Plan Amendment’ found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2 (24 CFR 903.23(b)).

- B.2 New Activities.** If the PHA intends to undertake any new activities related to these elements or discretionary policies in the applicable Fiscal Year, mark “yes” for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark “no.”

**Choice Neighborhoods Grants.** 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Choice Neighborhoods is a separate process. See guidance on HUD’s website at: <https://www.hud.gov/cn> (Notice PIH 2011-47).

**Modernization or Development (Conventional & Mixed-Finance).** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for modernization or development; and 2) A timetable for the submission of applications or proposals. The

application and approval process for modernization or development is a separate process. See 24 CFR part 905 and guidance on HUD's website at: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6/mfph#4](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4).

**Demolition and/or Disposition.** With respect to public housing only, describe (1) any public housing projects owned by the PHA and subject to ACCs (including name, project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) a timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/centers/sac/demo\\_dispo/](https://www.hud.gov/program_offices/public_indian_housing/centers/sac/demo_dispo/) and 24 CFR 903.7(h).

**Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe (1) any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; (2) An analysis of the projects or buildings required to be converted; and (3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at the Special Applications Center (SAC) (<https://www.hud.gov/sac>) and 24 CFR 903.7(j).

**Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program (including Faircloth to RAD).** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. Note that all PHAs shall be required to provide the information listed in Attachment ID of Notice PIH 2019-23(HA) as a significant amendment or its successor notice. See additional guidance on HUD's website at: <https://www.hud.gov/RAD/library/notices>.

**Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HCV homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval (24 CFR 903.7(k)).

**Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 24 CFR 983.55(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations (including if PBV units are planned on any former or current public housing units or sites), and describe how project-basing would be consistent with the PHA Plan (24 CFR 903.7(b)(3)).

**Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR 990.145(a)(1).

**Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

**B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan (24 CFR 903.7(s)(1)).

**B.4 Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided (24 CFR 903.7(p)).

**B. Annual Plan Elements Submitted All Other Years (Years 1-4).** PHAs must complete this section during the years where the 5-Year Plan is also due (24 CFR 903.12).

**B.1 New Activities.** If the PHA intends to undertake any new activities related to these elements in the applicable Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

**Choice Neighborhoods Grants.** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Choice Neighborhoods; and 2) A timetable for the submission of applications or proposals. The application and approval process for Choice Neighborhoods is a separate process. See guidance on HUD's website at: <https://www.hud.gov/cn> (Notice PIH 2011-47).

**Modernization or Development (Conventional & Mixed-Finance).** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for modernization or development; and 2) A timetable for the submission of applications or proposals. The application and approval process for modernization or development is a separate process. See 24 CFR part 905 and guidance on HUD's website at: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6/mfph#4](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4).

**Demolition and/or Disposition.** With respect to public housing only, (1) describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and (2) a timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: [https://www.hud.gov/program\\_offices/public\\_indian\\_housing/centers/sac/demo\\_dispo/](https://www.hud.gov/program_offices/public_indian_housing/centers/sac/demo_dispo/) and 24 CFR 903.7(h).

**Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe (1) any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; (2) An

analysis of the projects or buildings required to be converted; and (3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at the Special Applications Center (SAC) (<https://www.hud.gov/sac>) and 24 CFR 903.7(j).

**Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program (including Faircloth to RAD).** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. Note that all PHAs shall be required to provide the information listed in Attachment ID of Notice PIH 2019-23(HA) as a significant amendment or its successor notice. See additional guidance on HUD's website at: <https://www.hud.gov/RAD/library/notices>.

**Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HCV homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval (24 CFR 903.7(k)).

**Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 24 CFR 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations (including if PBV units are planned on any former or current public housing units or sites), and describe how project-basing would be consistent with the PHA Plan (24 CFR 903.7(b)(3), 24 CFR 903.7(r)).

**Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with 24 CFR 990.145(a)(1).

**Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

**B.2 Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

### C. Other Document and/or Certification Requirements.

**C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations (24 CFR 903.13(c), 24 CFR 903.19).

**C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR 903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 CRT-SM, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077 CRT-SM, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of 24 CFR 5.150 et. seq., 24 CFR 903.7(o)(1), and 903.15.

**C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public (24 CFR 903.23(b)).

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low- income, very low- income, and extremely low-income families.

Public reporting burden for this information collection is estimated to average 2.67 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## Housing Authority of Frankfort

590 Walter Todd Drive  
Frankfort, KY 40601

Jennifer Oberlin  
Executive Director

jennifer.oberlin@haof.org  
502-223-2148 x 111



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### **Statement of Housing Needs & Strategy for Addressing Housing Needs Housing Authority of Frankfort (HAOF)**

Flooding in April 2025 resulted in 32 housing units, located on Walter Todd Drive, in Frankfort KY, being vacated. These units are located in the 100-year floodplain map as evidenced by FEMA Firmette: 21073C0128E effective 12/21/2017. Housing Authority of Frankfort (HAOF) staff are currently in the process of applying for FEMA's Public Assistance grant program to try and recoup funds lost due to flood-related expenses. During this process HAOF Staff will also explore all flood mitigating factors for these offline units. This analysis will include a cost analysis of rehabilitating the units as necessary according to their current need; elevating them out of the floodplain in conjunction with rehabilitating them; or complete demolition of these structures and rebuilding them out of the floodplain. A analysis of the cost associated with each of these efforts will need to be determined to decide on a final approach. All appropriate floodplain permitting will be conducted.

In 2024 The Kentucky Housing Corporation (KHC) and Bowen National Research conducted a statewide study of Kentucky's Housing Supply Gap and they also broke the data down County by County. The study revealed that Kentucky's housing market faces a complex challenge: a significant gap between available housing and the needs of residents.

- For Frankfort and Franklin County the data demonstrates that there are 2,507 new rental units needed. The largest overall housing gap by area media income (AMI) level is among households earning up to 30% of AMI, representing 1,122 units.
- The HAOF will pursue the possibility of a mixed finance project or development to establish new Pubic Housing units as allowed to reach the Faircloth Limit of the Authority. Prior to the flooding of the 32 housing units referenced above the HAOF was already 30+ units below their Faircloth Limit.
- If it is decided that it is most cost effective and prudent to modernize/rehab the 32 flood damaged units then it will require HUD Approved Vacancies for Modernization categorization until the process is completed.

The HAOF would like to put out a Request for Proposals for a Physical Property Capital Needs Assessment (CNA). The HAOF would like to have a comprehensive evaluation of



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our portfolio of properties conducted. A CNA has not been conducted on the portfolio in recent years (20+) if ever. This evaluation of each structure's physical condition, projecting future repair and replacement costs over a set period of time (typically 5 to 20 years) will aid the HAOF with strategic capital planning and will assist with applying for future grant and/or private funding.

- Last year there was an addition of the development of transitional housing if funding is made available. It requests that this goal and objective be removed.



**DECONCENTRATION**  
**Housing Authority of Frankfort-KY003**

**Current Analysis of Developments**

Average Income:     \$21,448

85%:                     \$18,231

115%:                    \$24,665

**KY 003-01 Leestown Terrace**

Average Income:             \$19,383

**KY 003-02 Sutterlin Terrace**

Average Income             \$26,739

**\*KY 003-04 Leestown Addition**

Average Income             \$0.00

**KY 003-06 Southern Apartments**

Average Income             \$13,376

**KY 003-98 Owenton**

Average Income             \$26,292

The KY 003-01 development consists primarily of 1 and two person families and falls between 85% and 115% of the total average income of all developments. Seventy-eight percent (78%) of the residents have income levels at the extremely low income level - below 30% of the area median income.

The KY 003-02 development, which is above 115% of the total average tenant income of all developments, consists primarily of working families of two or more members. However, 58% of the

residents in the KY 003-02 development have income levels at or below 30% of the median income (extremely low income) with 22% percent falling in the very low-income category, between 30% and 50% of the median income.

\*The KY 003-04 development units suffered flood damage on April 6, 2025, and are offline.

The KY 003-06 development is a low-rise development consisting of 70% efficiency units and 30% one-bedroom units while housing primarily single elderly individuals on fixed incomes. This site falls below 85% of the total average tenant income of all developments with 88% of the residents having income levels at or below 30% of the area median income.

The KY 003-98 Owenton development falls above the 115% tenant average income range of all developments. Seventy-two percent (72%) of the residents have income levels at or below 30% of the area median income. This development has close to an even distribution of single person families and families of two or more persons.

Income ranges for Franklin and Owen Counties for 2025, are as follows:

<u>Family Size</u>	<b>FRANKLIN COUNTY</b>		
	<u>30% of Median</u>	<u>Very Low</u>	<u>Low</u>
1	\$19,350	\$32,200	\$51,550
2	\$22,100	\$36,800	\$58,900
3	\$26,650	\$41,400	\$66,250
4	\$32,150	\$46,000	\$73,600
5	\$37,650	\$49,700	\$79,500
6	\$43,150	\$53,400	\$85,400
7	\$48,650	\$57,050	\$91,300
8	\$54,150	\$60,750	\$97,200

<u>Family Size</u>	<b>OWEN COUNTY</b>		
	<u>30% of Median</u>	<u>Very Low</u>	<u>Low</u>
1	\$16,550	\$27,500	\$44,050
2	\$21,150	\$31,450	\$50,350
3	\$26,650	\$35,350	\$56,650
4	\$32,150	\$39,300	\$62,900
5	\$37,650	\$42,450	\$67,950
6	\$43,150	\$45,600	\$73,000
7	\$48,650	\$48,750	\$78,000
8	\$51,900	\$51,900	\$83,050

Based on the current data indicating that the majority of assisted families fall in the extremely low income category, at or below 30% of the area median income per family size, the Housing Authority of Frankfort has no plans to adopt admissions policies to promote income mixing for developments outside the Established Income Range.

The Waiting Lists, currently and historically, consist of a majority of families who have income levels at or below 30% of the area median income or "Extremely Low Income".

## Housing Authority of Frankfort

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### **Financial Resources of the Housing Authority of Frankfort**

The Housing Authority of Frankfort (HAOF) will begin the process of putting together a development proposal that will ultimately lead to the application to the Kentucky Housing Corporation for Low Income Housing Tax Credits to create new affordable rental units for low-income Kentuckians residing in Frankfort/Franklin County. HAOF Staff also intend to work to identify non-traditional sources of grant funding for affordable housing initiatives both for the creation of new units of affordable housing, as well as, the maintenance of current units.

The primary financial resources of the HAOF are:

- Public Housing Operating Subsidy from the Department of Housing and Urban Development.
- Public Housing Capital Funds Grant from the Department of Housing and Urban Development.
- Administrative Fees for the operation of the Section 8 Housing Choice Voucher Program from the Department of Housing and Urban Development.
- Housing Assistance Payment dollars received from the Department of Housing and Urban Development.
- Section 8 Family Self-Sufficiency Grant from the Department of Housing and Urban Development.
- Rental Income received from Public Housing residents. Please note that with the flooding of the 32 units of the Walter Todd units the HAOF is losing an average of \$13,000 a month.

In addition to the above, the Housing Authority of Frankfort also receives a management fee from Creative Housing Limited Partnership I, and monthly rent from “Southern Preschool” for the use of our facility as a daycare.

Other income is received from active residents for excess utilities and work orders, while some monies are collected from former residents for unpaid rent and damages.



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# Housing Choice Voucher Rent Determination



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- At least quarterly the HA shall provide a list of addresses of all Section 8 assisted units with children under the age of six to the Health Department (unless the Health Department declines the list);
- At least quarterly, the HA shall request a list of all children under the age of six with an EBL. If this list is supplied, the HA shall cross check the list with the addresses of Section 8 participants to see if any of the children listed are in the Section 8 program.
- If a match occurs that was previously unknown to the HA, the HA and the property owner must follow all requirements for units with children under the age of six (6) years old with an EBL.

3. Types of HQS Inspections:

- A. **Initial Inspections:** Performed by the HA staff after receiving the Request for Lease Approval from the applicant.
- B. **Biennial Inspections:** As required by HQS for participants continuing to receive assistance and remaining in the same unit. Biennial inspections are approved for units that passed previous HQS inspection.
- C. **Annual Inspections:** As required by HQS for participants continuing to receive assistance and remaining in the same unit. Annual inspections are for units that fail previous HQS inspections, for all property owned by landlords that have a 60% or higher failure rate during a one year inspection time frame, and at the discretion of the PHA.
- D. **Re-Inspections:** Inspections that are performed by HA staff for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
- E. **Quality Control Inspections:** The Executive Director or his/her qualified designee will re-inspect a random sampling of the total number of Section 8 units under HAP contract, to ensure that inspections are being performed in compliance with HQS standards. The number of units to be inspected shall comply with CFR 985.2. The Executive Director or his/her designee will maintain a file that documents the quality control inspections.
- F. **Special Inspections:** These types of inspections may be necessary when a Federal Official visits the HA to perform a compliance review of the HA and/or the Owner may request a special inspection be performed to document the condition of the unit.
- G. **Move-out Inspections:** Upon a request from the Owner, these inspections are performed after the participant moves out of the unit and the Owner and/or the Owner's representative will be required to attend the move-out inspection. If the participant plans to remain in the unit and the HAP contract is going to be canceled, the inspection can be performed with the participant

in place. Move-out inspections substantiate possible damage/violation of family obligations. The Owner may write the HA and indicate that there are no damages and a move-out inspection is not required. If an Owner requests a move out inspection to substantiate damage/violation of family obligation the inspection must be completed prior to the work being done that will correct the damage. If the HA cannot schedule the inspection prior to rental of the unit, the HA may give the Owner permission to submit pictures of the unit to substantiate the damage. The HA may use this evidence to terminate the continuing assistance to the participant because of a family violation.

#### 4. When a Unit Does Not Pass the HQS Inspection/Abatement of Payment

If upon inspection, the unit does not meet HQS requirements, it will be noted as a failed inspection. Landlords shall be given written notice of the repairs needed to correct the HQS violations and granted a reasonable time, usually two weeks to thirty days, to correct the issue(s) consistent with the severity of the problem, for example, Health and Safety issues require correction within 24 hours. If the repairs are not made within 30 days of the unit failed inspection date, HAP will be abated, beginning the following month. If repairs are made after the 30 day period, the HAP will be prorated as of the day the unit passes inspection. If the owner refuses to make the repairs, the HAP contract will be terminated. In some instances, the Owner may be required to reimburse all or a portion of the HAP payment made that covers the dates the unit is in "Fail" status.

### **SECTION XXII. DETERMINATION OF PARTICIPANT RENT AND RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

Rent as initially determined or at annual reexamination will remain in effect for the period between regular reexamination of family income and composition unless the following changes in family circumstances occur. Also, Section 8 participant agrees to report, in writing, and provide certification certain changes in annual income within ten (10) calendar days of the occurrence.

**Note:**

**If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Section 8 participant may request the HA representative to approve a repayment schedule. The Section 8 participant must make the request, in writing, to the HA representative. The HA representative will provide the Section 8 participant with a written response to their request and if approved the written notification will include the amount of the monthly repayment plus the due date of the first payment. The repayment agreement will be executed with the HA for a term of up to twelve (12) months. Any additional time must be approved by the Executive Director.**

The final estimate of Family Income will be made by the HA on the basis of verified

information regarding income.

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the HA will have the family sign a verification form to verify that no income is being provided.

Families on Full Reporting will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income **may** be requested to recertify more frequently.

1. Income/Expense/Asset Verification Methods:

Documented (2 attempts) efforts will be made to ensure that the highest possible level of verification will be obtained in each instance before moving to the next acceptable form of documentation.

A. Levels of Verification Methods:

- **Highest** – Upfront: EIV, TASS, Unemployment Verification, The Work Number; TANF Agreement
- **Written Third Party** – Independent verification by contacting the individual income/expense source(s) supplied by the family. This verification is sent directly to and received directly from the independent source. FAX, email or mail is acceptable.
- **Oral Third Party** – Independent verification of income/expenses by contacting the source supplied by the family via telephone or in-person visit. This should be documented in the tenant file with the name, date and time of the call or visit and the information supplied.
- **Document Review** – The PHA reviews original documents provided by the tenant in support of their declaration of income/expenses during the interview. This method may only be used as the sole source of income verification when Third Party verification cannot be obtained and the attempts to obtain Third Party verification are documented. Documents provided should be dated within the last 60 days of the interview.

**Note:**

**Acceptable documents include: Consecutive and original pay stubs; SS administration award letter; bank statements; pension benefit statements; TANF award letter; other official and authentic documents from a Federal State, or local agency**

- **Tenant Certification** – The tenant submits an affidavit or notarized statement of reported income and/or expenses. This verification method should be used as a last resort when all other methods are not possible. The PHA must document why Third Party verification was not available.

2. Annual Re-examination:

- A. Once each year, or as required by this HA, the HA must reexamine the income and family composition of all families participating the Section 8 Program in accordance with 24 CFR 5.617. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of the family to report the necessary information, the HA may terminate the assistance.
  - B. Records shall be maintained by the HA to ensure that every participant's income and family composition has been reexamined within a twelve month period.
  - C. Upon completion of reexamination and verification, the participant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the participant's file.)
    - (1) Any change in rent and the date on which it becomes effective.
    - (2) Any change required because of a change in the composition of the family.
3. Interim Re-determination of Rent: Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.
- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new participant.
  - B. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or to correct errors made when determining eligibility or at reexamination. **However**, increases in the same (i.e. already reported) source of employment or increases in any same source such as Social Security or SSI, need not be reported until the next annual reexamination unless the family has received a reduction in rent as described in #4 below. Any **new** source of income of any family member must be reported immediately.
  - C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age

Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

- D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
  - E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the participant if the error is in his/her favor.
  - F. A participant who has had a rent reduction after initial occupancy or after an annual reexamination must report all changes in income within ten (10) calendar days regardless of the amount or source. This is called "Full Reporting".
4. Notice of Temporary Rent: On occasions, the HA is required to compute rent based on information that is supplied by the participant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the participant will be notified in writing. If an underpayment was made based on the information provided, the participant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account, with the landlord. The Head of Household and Spouse (if applicable) and a HA representative signs this Notice of Temporary Rent and it is filed appropriately with a copy provided to the participant.
5. The Effective Dates of Interim Re-determination of Rent:
- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
  - B. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure to report such increase in family income.
    - (1) Any interim change in rent will require only verification of the family income and/or composition that has changed, creating the need for an interim change in rent.

- (2) Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.
  - (3) Temporary employment/unemployment or increases and decreases in wages "**for any reason**" of less than 30 days will not constitute a rent adjustment.
  - (4) If it is found that a participant has misrepresented or failed to report facts upon which rent is based so that the participant is paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation which may result in termination.
6. Special Re-examinations: Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:
- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination.
  - B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
  - C. Families reporting "zero" income may be scheduled for special re-examinations as determined by the HA.
  - D. Rents determined at special re-examinations shall be made effective as noted in 4 A and B above.
7. Minimum Rent Hardship Exemptions:
- A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
    - (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program,

including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

- (2) The income of the family has decreased because of changed circumstance, including loss of employment.
- (3) A death in the family has occurred which affects the family circumstances.
- (4) Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Participant providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

- B. If a family requests a financial hardship exemption, the HA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until the HA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term. The HA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term. If the HA determines that a qualifying financial hardship is temporary, the HA must not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, the HA must reinstate the minimum rent from the beginning of the suspension. The family must be offered a reasonable repayment agreement, on terms and conditions established by the HA, for the amount of back rent owed by the family.
8. Reduction of Welfare Benefits: If the Section 8 participant requests an income re-examination and the rent reduction is predicated on a reduction in participant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the family's benefits have been reduced because of:
    - Noncompliance with economic self-sufficiency program or;
    - Work activities requirements or;
    - Because of fraud.
  9. Exception to Rent Reductions: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not affect their Section 8 tenant-based assistance.

### **SECTION XXIII. ADJUSTMENT TO UTILITY ALLOWANCES AND CONTRACT RENTS, PLUS MONTHLY HOUSING ASSISTANCE PAYMENTS**

1. Utility Allowances: At least annually, the HA shall determine whether there has been a substantial change in utility rates or other charge of general applicability, and whether an adjustment is required in the **Allowance of Utilities and Other Services** by reason of such changes or because of errors in the original determination. If the HA determines that an adjustment should be made, the HA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule.

#### **Note**

The HA, at its discretion, has the option of paying the UAP to the program participant or the utility company. The participant's consent is NOT needed for this action.

2. Contract Rents: Contract Rents may be adjusted as provided below:

The rent to owner may not be increased during the first term of the lease.

The owner may increase the family's rent at any time after the initial term of the lease, subject to the HA's approval based on rent reasonableness, with a 60 days written notice to the family and the HA.

**Overall Limitation of Adjustments:** Notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

3. Monthly Housing Assistance Payment (HAP) Payments: Monthly payments will be made to an owner on behalf of a family participating in the Section 8 Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks will be issued on a monthly basis and mailed directly to the participating owner (due on the fifth (5) day of each month for the current month.)
4. Maximum Allowable Family Contribution: At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed 40% of the family's monthly adjusted income.

### **SECTION XXIV. FAIR MARKET RENT (FMR), PAYMENT STANDARD AND RENT REASONABLENESS LIMITATION**

1. Negotiating Rent to Owner. The owner and the family negotiate the rent to owner. At the family's request, the HA must help the family negotiate the rent to owner.



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# Housing Authority of Frankfort

## Owned Properties Rent Determination



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3. Annual Inspections: - The HA inspects 100% of its units annually using standards that meet or exceed Housing Quality Standard (HQS) Inspections.
4. Preventive Maintenance (PM) Inspections: - PM inspections are performed by HA staff on a regular basis and the residents are given at least two days notice prior to the inspection.
5. Management Inspections: - The HA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.
6. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the HA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days notice.
7. Emergency Inspections: - If any employee and/or agent of the HA has reason to believe that an emergency exists within the public housing unit, the unit can be entered **without** notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### **SECTION XVIII. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES**

1. Determination of Rent - The tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence. Rent as fixed at admission or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur.
  - A. Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;
  - B. Employment, unemployment or changes in income for employment of any nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
  - C. To correct errors caused by tenant failure to report at admission or reexamination which shall be retroactive to the date of the error;
  - D. Temporary employment/unemployment or increases and decreases in wages **"for any reason"** of less than 30 days will not constitute a rent

fails to improve, the provisions of the dwelling lease can be enforced and the tenant evicted. However, the HA should take steps to help the tenant improve before starting the eviction process.

If the inspection indicates that the tenant has created damage that is beyond normal wear and tear, the damaged items will be replaced and the tenant billed for the damages, as posted. If the damage is severe, a report will be provided to the Manager and the Manager will take appropriate action with the tenant.

HA staff and/or agents of the HA have authority to enter any unit if it is suspected that an "Emergency" situation exists. If for any reason a unit is entered by authorized HA personnel the tenant will be provided with the reason for the entry, by leaving a written notice of the time, date and reason for the entry.

HA staff and/or agents of the HA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to HA staff) for a dwelling unit managed by the HA. HA staff and/or its agents will write down the name(s) of the Police Officers and keep the copy of the search warrant. These documents will be filed in the residents file folder. HA staff will not enter the unit. This action will prevent the law enforcement officers from having to breakdown the door and causing damages to the unit.

## **SECTION XVII. TYPES OF INSPECTIONS**

An authorized representative of this HA, tenant and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and same shall be signed by both parties with a copy retained in tenant's file. The HA representative shall inspect the premises at the time the tenant vacates and furnish a statement of any charges to be made provided the tenant turns in the proper notice under state law and requests the proper inspection. The tenant shall be provided an opportunity to participate in a move out inspection, unless tenant vacates without notice. The tenant's security deposit can be used to offset against any tenant damages to the unit.

1. Move-in Inspections: - Performed with the resident at move-in and inspection documented by HA on inspection form and signed by the tenant. This inspection documents the condition of the unit at move-in.

### **Note:**

**Any adult member of the household is allowed to sign the inspection form for the Head of Household.**

2. Move-out Inspections: - Performed with tenant, if possible, and documented by HA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes the HA funds. Any deposit will be used to offset the funds due the HA.

adjustment.

- E. The HA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the Tenant within ten days from the time of the change of income in accordance with the Dwelling Lease. Provided, however, that if the family's welfare benefits are reduced because of a fraudulent act on the part of a family member, the HA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

2. Annual Re-examination

- A. Once each year, or as required by this HA, each family will be required to furnish information in Section III (A) of the Dwelling Lease. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of Tenant to report the necessary information, the HA may terminate the Lease. This reexamination shall be done annually. (Anniversary date, or other date selected by the HA)
- B. Records shall be maintained to ensure every Tenant is being reexamined within a twelve-month period.
- C. Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (Tenant's failure to keep appointments or provide all information in a timely manner may not always permit HA to provide 30 days notice) (A copy of such notification is to be retained in the Tenant's file.
  - (1) Any change in rent and the date on which it becomes effective.
  - (2) Any change required in the size of dwelling unit occupied.
  - (3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
  - (4) Beginning 10/1/1999 the family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice.
- D. In the event of change in tenant circumstances tenant will be sent a notice to report to the management office at a specified date and time to execute a new Lease.
- E. If this HA determines that the size of the premises is no longer appropriate for Tenant's needs the tenant may be required to transfer to another units as outlined in, Transfers.
- F. At the time of the annual reexamination, those tenants required to complete Community Service shall provide documentation that they are meeting this requirement. (See Community Service Policy)

3. Interim Redetermination of Rent - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.
- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.
  - B. Employment, unemployment or changes in income for employment of any nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
  - C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aide for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources that constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
  - D. Cost of living increases in Social Security need not be reported until next re-examination and redetermination of rent unless the household is on "full reporting".

**Note:**

**Full reporting means that all changes in income (increases or decreases) must be reported within ten (10) calendar days regardless of the amount or source and rent changes be made accordingly.**

- E. Increases in an existing – same source – income need not be reported until the next annual re-examination and redetermination of rent unless the household is on "full reporting".
- F. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive credit will be issued to the tenant if the error is in the tenant's favor. If the tenant owes the HA, repayment shall be made according to this policy.
- G. A tenant who has had an income reduction\increase after initial occupancy or after annual re-examination will be on "full reporting" until the next annual reexamination.

4. Notice of Temporary Rent - On occasions, the HA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the information provided, the tenant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable) and a HA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.
  
5. Interim Redetermination of Rent and Effective Dates
  - A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
  - B. The tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in family income.
  - C. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.
  - D. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
  - E. Tenant must report employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any other wage earner 18 years of age or older.
  - F. If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the first of the month following the unreported/misrepresented change. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation that may result in eviction.
  
6. Special Re-examinations - Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for

the following reasons:

- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The tenant shall be notified, in writing, of the date of the special re-examination.
- B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
- C. Rents determined at special re-examinations shall be made effective as noted in this section.

#### 7. Minimum Rent Hardship Exemptions

- A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
  - (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996; or
  - (2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
  - (3) The income of the family has decreased because of changed circumstance, including loss of employment.
  - (4) A death in the family has occurred which affects the family circumstances.
  - (5) Other circumstances which may be decided by the HA on a case-by-case basis.

All of the above must be proven by the Family providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

- B. If a family requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the

hardship to be of a temporary nature (less than 90 days), exemption shall be granted during a ninety day period beginning the month following the making of the request for the exemption. A family may not be evicted during the ninety-day period for non-payment of rent; however, at the end of the ninety-day period, the family must enter into a reasonable repayment agreement for rent due from the beginning of suspension period. If during a temporary suspension period, the PHA determines there was no qualifying hardship, the minimum rent will be re-imposed back to the date of the suspension. If a family, in the process of a temporary hardship suspension, demonstrates that the financial hardship is of a long term basis (90 days or more), the PHA shall retroactively exempt the family from the applicability of the minimum rent requirement for such ninety day period, and continue the exemption so long as the hardship continues. **During a temporary or long term exemption, the family's rent shall be calculated at the greater of 30% of adjusted monthly income or 10% of the gross monthly income.** This Paragraph does not prohibit the PHA from taking eviction action for other violations of the lease.

8. Reduction of Welfare Benefits - If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be granted, **but only after** obtaining written verification from the welfare agency that the families benefits **have not** been reduced because of:
  - A. Noncompliance with economic self-sufficiency program or;
  - B. Work activities requirements or;
  - C. Because of fraud.
9. Exception to rent reductions - Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.
10. Over-income Limit – When the PHA becomes aware through an annual reexamination or an interim reexamination for an increase in income, that a family's income exceeds the applicable income limit of 120 percent of the area median income, (AMI) per family size, (or a different limitation established by the Secretary of Housing and Urban Development) the PHA must document that the family exceeds the "over-income limit" (OIL) threshold and provide written notice to the family of the OIL determination within thirty (30) days of the OIL determination. The notice will state that the family has exceeded the OIL and continuing to exceed the OIL for a total of 24 consecutive months will result in the family executing a new lease and paying a "non-public housing rent" that is equal to the higher of the HUD established Fair Market Rent for the unit, per

family size, or the per unit month subsidy received from HUD for the combined Operating and Capital funds.

The PHA will conduct an income examination 12 months after the initial OIL determination, unless the PHA determines the family's income fell below the OIL since the initial OIL determination. If the PHA determines that the family has exceeded the OIL for 12 consecutive months, the PHA will provide written notice, within thirty (30) days of the 12-month OIL determination, and state that if the family continues to exceed the OIL for an additional 12 months, for a total of 24 consecutive months, the family will be required to execute a new lease and pay a non-public housing rent, that is equal to the higher of the HUD established Fair Market Rent for the unit, per family size, or the per unit month subsidy received from HUD for the combined Operating and Capital funds. The PHA will include an estimate (based on current data) of the alternative non-public housing rent for the family's unit.

The PHA will conduct an income examination 24 months after the initial OIL determination. If it is determined that the family has exceeded the OIL for 24 consecutive months, the PHA will provide written notice, within thirty (30) days of the 24-month OIL determination stating the following:

- The family has exceeded the OIL for 24 consecutive months.
- The family will be required to sign a new non-public housing lease within 60 days of the date of the notice or at the next lease renewal, whichever is sooner.
- The family must pay the new non-public housing rent in accordance with HAF policy for OIL families.
- The new OIL rent amount.

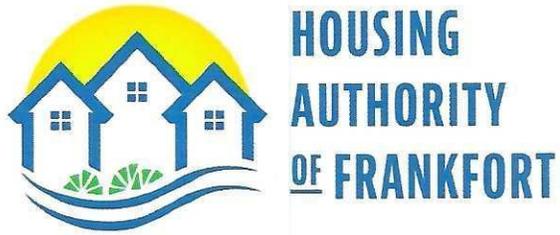
It shall be stated in all notices given to the family regarding the family OIL, that the family may request a hearing, within a reasonable time, if they dispute the PHA's determination that the family has exceeded the OIL.

If the PHA discovers through an annual or interim reexamination that a previously OIL family has income that is now below the OIL, the family is no longer subject to these provisions. The family is entitled to a new 2-year grace period if the family's income once again exceeds the OIL.

## **SECTION XIX. TRANSFER**

### **1. Objectives of the Transfer Policy**

- A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- B. To facilitate relocation when required for modernization or other management purposes.



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## Flat Rent



An Equal Opportunity Employer M/F/H



Housing Authority of Frankfort

590 Walter Todd Drive  
Frankfort, KY 40601

Jennifer Oberlin  
Executive Director

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**Housing Authority of Frankfort  
Flat Rent Policy**

**POLICY STATEMENT** - The Flat Rent Policy of the Housing Authority of Frankfort (HAOF) follows the statutory changes contained within Public Law 113-76, the Fiscal Year 2014 Appropriation Act.

**COMMITMENT BY MANAGEMENT** - Flat Rents will be established at no less than 80 percent of the applicable Fair Market Rent (FMR) per HUD and Federal requirements.

Example: Fair Market Rent amount = \$1,100.	\$1,100/month
	X <u>.80</u>
Minimum Flat Rent Amount	\$880/month

**Annual Reexaminations and Choice of Rent** – Once a year, PHAs must give each family the opportunity to choose between a flat rent or income-based rent, the two methods for determining tenant rent. PHAs must offer each family the choice at the time of annual reexaminations.

For families choosing to pay a flat rent, PHAs must:

- Conduct a reexamination of family composition annually, and conduct reexamination of family income at least once every three years;
- Use income information from the first annual rent option in the intervening years when the PHA chooses not to conduct a full examination of family income;
- Inform the family of the updated flat rental amount and the income-based rent amount as determined during the most recent full reexamination;
- Compare the updated flat rent amount to the previous flat rent amount to determine if a phase-in is required; and
- Inform the family of the PHA policies on switching rent types in the event of a financial hardship.

**Change From Flat Rent to Income-Based Rent** – Should a family have any circumstances that would cause them to change from flat rent to income-based rent during the certification year, the family **shall not** be allowed to return to flat rent until their next regular annual recertification, even if the income-based rent is higher than the flat rent amount.



**Utility Costs** - Utility costs are included in the flat rent amount charged to the family and they will not receive a utility allowance.

**Increase in Flat Rent Amount** - If a new flat rent would cause a family's existing flat rent to increase by more than 35 percent, the family's rent increase must be phased in at 35 percent annually until such time that the family chooses to pay the income-based rent or the family is paying the established flat rent.

Example #1: Tenant current flat rent is \$700 dollars/month. The new flat rent is set at \$1,000 dollars/month. Current flat rent of \$700 X 1.35 = \$945.

\$945 is the maximum new flat rent amount the tenant is allowed to pay during the recertification year.

Example #2: Tenant current flat rent is \$700 dollars/month. The new flat rent is \$900 dollars/month. Current flat rent of \$700 X 1.35 = \$945.

The new flat rent would be \$900 dollars/month because it is less than the maximum allowable increase of \$945.





## FY 2026 Fair Market Rent Franklin County

Bedroom Size	0	1	2	3	4
	746	859	1083	1410	1680

### 2025 Flat Rent (LT, WT & DA)

Bedroom Size	0	1	2	3	4
	N/A	675	855	1120	1340

### 2025 Flat Rent Southern

Bedroom Size	0	1
	595	675

### 2026 Flat Rent

Bedroom Size	0 (SoA)	1 (SoA)	1	2	3	4
Rent	596	687	687	866	1128	1344

### 2025 Median Income Limit

Family Size	1	2	3	4	5	6	7	8
Median Income Limit	51,550	58,900	66,250	73,600	79,500	85,400	91,300	97,200



**HOUSING  
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## FY 2026 Fair Market Rent Owen County

Bedroom Size	1	2	3	4
	758	995	1329	1389

### 2025 Flat Rent

Bedroom Size	1	2	3	4
	580	760	980	1050

### 2026 Flat Rent

Bedroom Size	1	2	3	4
Rent	606	796	1063	1111

### 2024 Median Income

Family Size	1	2	3	4	5	6	7	8
Median Income	40,350	46,100	51,850	57,600	62,250	66,850	71,450	76,050

### 2025 Median Income Limits

Family Size	1	2	3	4	5	6	7	8
Median Income Limit	44,050	50,350	56,650	62,900	67,950	73,000	78,000	83,050



**HOUSING  
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OF FRANKFORT**

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# Housing Authority of Frankfort Operations and Management Policies



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## Housing Authority of Frankfort \*Management Policies

1. ACOP
2. Administration Plan (Section 8)
3. Assistance Animal
4. Blood Borne Disease
5. Capitalization
6. Check Signing
7. Confidentiality
8. Criminal, Drug Treatment & Sex Offender Records
9. Disposition
10. Drug Free Workplace
11. Equal Housing Opportunity
12. Ethics
13. Grievance Procedures
14. Lease
15. Maintenance
16. No Trespass
17. Personnel
18. Pest Control
19. Pet Policy
20. Procurement
21. Smoke-Free Policy
22. Tenant Paint Policy
23. Vehicle

\*The above Management Policies are available for review upon request and are located in the Housing Authority of Frankfort Policy Manual.



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OF FRANKFORT**

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# Housing Authority of Frankfort Grievance Policy and Procedures



An Equal Opportunity Employer M/F/H





# HOUSING AUTHORITY OF FRANKFORT GRIEVANCE POLICY AND PROCEDURE

## I Right to a Hearing

Upon filing of a written request as provided herein in Section IV of this document, the complainant Tenant shall be entitled to a hearing before a Hearing Officer. The Authority will provide to the complainant, if required, special accommodations for disabled individuals.

The Authority will conduct hearings and grievance procedures in a nondiscriminatory manner without regard to race, color, religion, sex, perceived or actual sexual orientation or gender identity, sexual preference, national or ethnic origin, familial status, marital status, or disability.

## II Definitions

For the purpose of this Grievance Procedure, the following definitions are applicable.

A. "Grievance" shall mean any dispute that a Tenant may have with respect to PHA action or failure to act in accordance with the individual Tenant's lease or PHA regulations which adversely affect the individual Tenant's rights, duties, welfare, or status.

"Grievance" **does not include** any dispute a **resident** may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises; or any criminal activity that resulted in felony conviction of a household member. Nor shall this process apply to disputes between residents not involving the PHA or to class grievances.

B. "Complainant" shall mean any Tenant whose grievance is presented to the PHA or at the project management office in accordance with Section III and IV.

C. "Elements of due Process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required.

1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
2. Right of the Tenant to be represented by counsel;



3. Opportunity for the Tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
4. Opportunity for the Tenant to examine all relevant documents, records and regulations of the PHA prior to the hearing for the purpose of preparing a defense;
5. A decision on the merits.

D. "Hearing Officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.

E. "Tenant" shall mean the adult person (or persons) other than a live-in aide:

1. Who resides in the premises, and who executed the lease with the PHA as lessee of the premises, or if no such person now resides in the premises;
2. Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.

F. Promptly (as used in Section III, and IV. D.) shall mean within ten (10) calendar days from the date of mailing of the adverse action or grievable complaint.

### **III PROCEDURES PRIOR TO A HEARING**

***Informal Settlement of Grievance (Informal Review):*** Any grievance shall be promptly and personally presented either orally or in writing to the PHA office, requesting an Informal Review so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied.

The purpose of this *informal review* is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative, becomes or should become involved in the process, the informal settlement conference (informal review) shall become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date and time that the hearing will take place.

### **IV PROCEDURES TO OBTAIN A HEARING**

A. **Request for Hearing:** In the event that the Tenant is not satisfied with the informal settlement of grievance (informal review) provided for in Section III, the Tenant shall submit a **written** request for a hearing to the PHA office within ten (10) calendar days from the date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:



1. The reasons for the grievance; and
2. The action or relief sought.

**B. Selection of Hearing Officer:** Grievances shall be presented before a hearing officer. A hearing officer shall be an impartial, disinterested person selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. When possible, the hearing officer will be selected from Housing Authority staff of other jurisdictions who are familiar with current HUD policies and regulations.

**C. Failure to Request a Hearing:** If the Tenant does not request a hearing in accordance with this section, then the PHA's disposition of the grievance under Section III shall become final; **Provided**, that failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

**D. Hearing Prerequisite:** All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: **Provided**, That if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of the Subsection may be waived by the hearing officer.

**E. Escrow Deposit:** Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the PHA claims is due, the Tenant shall pay to the PHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account until the complaint is resolved by the decision of the hearing officer. Amounts deposited into the escrow shall not be considered an acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the PHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a Termination of the grievance procedure: **Provided:** That failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the PHA's disposition of his or her grievance in any appropriate judicial proceeding.

**F. Scheduling of Hearings:** Upon the Tenant's compliance with this section or upon the PHA notifying the Tenant or his/her representative that a hearing will be held, a hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Tenant and the PHA. The hearing officer, or the PHA, with the approval of the hearing officer, will supply a written notification specifying the date, time, place, and the procedures governing the hearing, to the Tenant and the appropriate PHA official.

## V. PROCEDURES GOVERNING THE HEARING

- A. The hearing shall be held before a hearing officer.



B. The Tenant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

1. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the PHA that are relevant to the hearing. Any documents not so made available after request therefore by the complainant may not be relied on by the PHA at the hearing;
2. The right to be represented by counsel or other person chosen as his or her representative;
3. The right to a private hearing unless the complainant request a public hearing;
4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses on whose testimony or information the PHA or project management relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.

C. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

D. If the Tenant or the PHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his or her right to a hearing. Both the Tenant and the PHA shall be notified of the determination by the hearing officer. A determination that the Tenant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

E. At the hearing, the Tenant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA's action or failure to act against which the complaint is directed.

F. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the PHA, the Tenant counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

G. The Tenant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. Accommodations of Persons with Disabilities:



1. The PHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the Tenant is visually impaired, any notice to the Tenant, required by these procedures, must be in an accessible format.

**VI DECISION OF THE HEARING OFFICER**

A. The hearing officer shall prepare a written decision, together with the reasons for, within a reasonable time (not to exceed 10 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the PHA. The PHA shall retain a copy of the decision in the Tenant's folder.

B. The decision of the hearing officer shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

1. The grievance does not concern PHA action or failure to act in accordance with or involving the Tenant's lease or the PHA regulations, which adversely affects the Tenant's rights, duties, welfare or status;
2. The decision of the hearing officer is contrary to applicable Federal, State or Local law, HUD regulations or requirements of the Annual Contributions Contract between the PHA and the U. S. Department of Housing and Urban Development.

C. A decision by the hearing officer or Board of Commissioners in favor of the PHA which denies the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Tenant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

**VII PHA EVICTION ACTIONS**

If a tenant has requested a hearing in accordance with Section V on a complaint involving a PHA notice of termination of the tenancy and the hearing officer upholds the PHA's action to terminate the tenancy, the PHA shall not commence an eviction action in a State or Local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.



**VIII APPLICABILITY**

A. The PHA grievance procedure shall be applicable to all individual grievances as defined in Section II Paragraph A, between the tenant and the PHA.

B. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners.

I do hereby certify that I have received a copy of the Housing Authority of Frankfort grievance procedure.

\_\_\_\_\_

Tenant Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant Signature

\_\_\_\_\_

Date

Updated June 27, 2023 Per Board Resolution 575-2023





**HOUSING  
AUTHORITY  
OF FRANKFORT**

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Housing Authority of Frankfort

Family Self-Sufficiency Program



An Equal Opportunity Employer M/F/H



**FAMILY SELF-SUFFICIENCY  
ACTION PLAN**

**THE HOUSING AUTHORITY OF FRANKFORT  
SECTION 8 HOUSING ASSISTANCE  
PROGRAM**

**Last Updated: 2022**

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## **1.0 INTRODUCTION**

This document constitutes the Family Self Sufficiency (FSS) Program Action Plan for the FSS program operated by the Housing Authority of Frankfort HCV Program.

The purpose of the FSS Action Plan is to establish policies and procedures for carrying out the FSS program in a manner consistent with HUD requirements and local objectives.

Family Self Sufficiency (FSS) is one of the initiatives enacted in the National Affordable Housing Act of 1990. FSS mobilizes the U.S. Department of Housing and Urban Development (HUD) housing assistance to leverage public and private sector services and resources that can help families in assisted housing achieve economic independence. The use of housing as a stabilizing force permits families to invest their energy in other efforts, including education and employment, which are necessary to achieve self-sufficiency. The overriding theme of FSS is to empower people to take control of their lives by becoming independent, productive members of their communities.

The purpose of the FSS Program is to promote the development of local strategies to coordinate the use of HUD assistance with public and private resources in order to enable eligible families to make progress toward economic security.

## **2.0 GOALS AND OBJECTIVES**

The primary goal of FSS is to provide participating families with housing assistance, case management and support services to enable the family to become gainfully employed and independent of Federal and State welfare assistance within five years or less.

In addition, it is an objective of The Housing Authority of Frankfort (HAF) to provide each family who is interested and completes its FSS contract with services to enable the family to work toward homeownership. These services include acting as a resource to guide the FSS family to individuals or organizations that will assist them in participating in a comprehensive homeownership education program including information on low-interest mortgage loans for first time homebuyers. It is this opportunity, to become a

homeowner, which provides participating families with a real opportunity to remain independent of housing assistance and take control of their lives.

The Housing Authority of Frankfort's FSS program seeks to help families make progress toward economic security by supporting the family's efforts to:

- Increase their earned income
- Build financial capability
- Achieve their financial goals

FSS participants will also be eligible to build savings from the families FSS escrow account. While the Housing Authority of Frankfort's FSS program does not provide any other financial incentives for FSS participants, it does provide coaching services, as well as referrals to other service providers that can be valuable for FSS participants.

### **3.0 PROGRAM SIZE AND DESIGNATION**

At this time we are operating a voluntary program with unlimited slots. An estimated 10 families are enrolled in the FSS program per year. No families from other self-sufficiency programs are expected to enroll in the FSS program.

### **3.1 RECRUITMENT**

The Housing Authority of Frankfort includes FSS information and an interest questionnaire in every Section 8 briefing packet. In addition, families are reminded of program availability during annual recertifications.

### **4.0 PARTICIPANT SELECTION**

All Section 8 participants, both Project Based and Tenant Based Voucher holders are eligible to volunteer for the FSS program. A "Survey of Interest" is included in all Section 8 (S-8) briefings by which families can state whether they would be interested in the FSS program or not. A "time sensitive" Needs Assessment packet is then sent to all interested S-8 participants. When the Needs Assessment is completed and returned, the interested S-8 participants are then required to complete a "Goal Setting Workbook." This assists them with setting realistic, measurable, and structured goals that target specific task and help to create a successful plan of action.

**All** interested Section 8 participants are given **equal opportunity** to volunteer for the FSS program without regard to race, color, religion, sex, handicap, familial status, or national origin. Section 8 participants can sign up for the FSS program at any time.

### **5.0 DESCRIPTION OF SUPPORTIVE SERVICES TO BE PROVIDED TO FAMILIES PARTICIPATING IN FSS.**

Supportive services will be provided by various organization/programs in the community. Under the Family Self-Sufficiency program, case management will be provided by a Family Self-Sufficiency Coordinator, employed by HAF, working directly in the Section 8 Office. The FSS Coordinator will provide intensive services to families participating in the program, focusing on social and economic self-sufficiency. Contact with families, at a minimum, will be made quarterly. Assessments will be held in the office as needed in addition to the quarterly contact.

Each head of family in the FSS program will have already completed a comprehensive "Needs Assessment" and "Goal Setting Workbook", to identify family strengths, family needs and to assist in goal development. The FSS Coordinator and the head of the FSS family will develop an Individual Training and

Services Plan (ITSP) outlining the long-term goals and short-term activities to help the family achieve self-sufficiency. The FSS Coordinator will assist the family in completing activities and monitor the family's progress toward meeting the established goals. The ITSP will be attached to the FSS Contract of Participation.

**Other supportive services and source of services may include but not be limited to:**

**1. Child Care**

Department of Social Services  
Bluegrass Community Action Agency  
Local Child Care Providers

**2. Transportation**

Frankfort Transit

**3. Educational Training**

Central Kentucky Tech (Anderson Campus)  
Kentucky State University  
Thornhill Learning Center  
Vocational Rehabilitation Center

**4. Medical Care**

Frankfort Regional Hospital  
Franklin County Health Department  
Local Physicians  
Comprehensive Care Center

## **5. Homemaking and Household Management**

Family Resource Centers  
Franklin County Extension Office

## **6. Training in Parenting Skills**

Bluegrass Community Action Agency  
Franklin County Extension Office  
Thornhill Learning Center

## **7. Mental Health**

Comprehensive Care Center

## **8. Emergency Funds**

ROSM  
Bluegrass Community Action Agency  
Salvation Army  
United Way

## **9. Career Counseling/Job Training/Placement**

Bluegrass Community Action Agency  
Unemployment Office  
Vocational Rehabilitation Center  
Central Kentucky Tech (Anderson Campus)  
Adecco

## **10. Health, Prenatal Care**

Franklin County Health Department

### **6.0 IDENTIFYING NEEDS OF PARTICIPANT FAMILIES**

The FSS Coordinator uses an intensive case management approach and the development of ITSP (Individual training and services Plan) based on the needs of the participating family.

**A. Intake:** Once a family has been chosen to participate in the FSS program, as outlined in Section 4.0, the family is interviewed by the FSS Coordinator, who discusses program requirements, eligibility criteria, needs assessment, goals, etc. If the family chooses to participate in the FSS program, the head of the FSS family will sign the Contract of Participation and agree to provide all necessary information to the FSS Coordinator.

**B. Assessment:** The FSS Coordinator will then review the completed "Needs Assessment", designed to provide both the Coordinator and the family with

adequate information that determine barriers facing the participant in setting goals. The progress of the interview should be thorough and the coordinator will inquire for additional information as necessary. The assessment interview will be completed in the Section 8 Office.

**C. Stabilization of Needs:** After reviewing the needs assessment, the FSS Coordinator must work to stabilize the survival needs (vital or life threatening) of the participant. These needs include food, clothing and health needs. The FSS Coordinator would work to stabilize these needs for as long as necessary. The FSS Coordinator will make agency referrals to assist the participant. In addition, the FSS Coordinator will be responsible for making a follow-up contact with both the agency and the participant, to ensure the receipt and quality of service provided to the participant.

**D. Goal Development:** The FSS Coordinator and the participant will develop an Individual Training and Services Plan (ITSP) based on the information gathered from the Needs Assessment and the Goal Setting Workbook. The goals must be realistic and reflect the ability of the family to accomplish them. Every ITSP will include the following goal: To seek and maintain employment with earnings and/or a benefit package which will allow the family to become and remain independent of Federal and State welfare assistance. In addition to meeting the required goal, the head of the household will sign a written certification that the household is not receiving Federal or State welfare assistance as defined in 24 CFR 984.103.

**E. Skill Development:** The educational/vocational training programs vary in length from ten (10) weeks to four (4) years. The average amount of time is expected to be two (2) years.

If necessary, the FSS Coordinator will work with the participant to enroll in GED/Adult Basic Education classes in order to improve learning skills. Participants can then enter an educational or vocational training program designed to help the family achieve economic self sufficiency. Participants may enroll in a post secondary education/vocational school.

**F. Job Placement:** The FSS Coordinator will provide direct and/or referral services to the participant in his or her quest for employment. However, the coordinator may choose to refer participants with special needs to partnership agencies.

In order to complete the job search process, the coordinator may offer direct assistance or referral for assistance to the participant in the following three (3) areas:

**1. Resume Development:** The participant will learn what and how information is to be included on a resume or job application. The participant will complete a resume (with assistance from staff or other designated individuals or agencies) that can be used to obtain employment.

**2. Employment search:** The participant will learn how to locate employment in their field of training. The coordinator will work with and/or refer the participant to specific agencies to identify these areas.

**3. Interviewing:** The participant will learn to effectively interview for a position. The FSS staff will assist and/or make the appropriate referral for assistance with the interview process.

## **7.0 DESCRIPTION OF RESOURCES AND SUPPORTIVE SERVICES**

The supportive services and source of services will include but not be limited to:

### **A. CHILD CARE**

**Department for Families and Children:** This department is responsible for the child care block grant. They also administer adult protective services (APS) and child protective services. Child protective services is notified of any suspected child abuse or neglect involving youth of families in the FSS Program

**Bluegrass Community Action Agency:** Will assist FSS Participants in accessing resources for child care needs.

### **B. EDUCATIONAL TRAINING:**

**Thornhill Learning Center:** Will offer FSS participants GED courses.

**Central Kentucky Tech (Anderson Campus):** Will offer vocational training for adults such as business and office skills, health and personal services, and industrial trades training.

**Kentucky State University:** To further higher educational skills, participants will have an opportunity to apply for scholarships to attend Kentucky State University on a full or part time basis.

**Vocational Rehabilitation Center:** Offer placement testing and special training for qualified FSS household members.

### **C. SUBSTANCE ABUSE COUNSELING AND TREATMENT:**

**Alcoholics Anonymous:** This organization offers support groups for recovering alcoholics. FSS participants needing these services will be provided with the times and places of these meetings.

**AL-Anon:** This organization offers support groups for families of friends of alcoholics. FSS participants needing these services will be provided with the times and places of these meetings.

**Comprehensive Care Center:** Will provide mental health services for those in need through counseling, mental health diagnosis and evaluation, crisis

intervention, and alcohol and drug abuse counseling. Costs are based on a sliding scale fee.

#### **D. TRANSPORTATION:**

**Frankfort Public Transportation:** Provide comfortable, affordable transportation to all residents of the Frankfort area

#### **E. LEGAL AID:**

**Central Kentucky Legal aid Services, Inc.:** This organization will provide legal counsel, representation, and referrals to private attorneys who provide pro bono services in civil cases to low income FSS participants. These civil matters include divorce proceedings (abused women are given priority), problems in receiving benefits from the Social Security Administration and DSI; or problems with any benefits a family feels entitled to, but denied. There are Federal income guidelines to receive services. There are no costs for counsel; however, court costs may be required when applicable.

#### **F. MEDICAL CARE:**

**Frankfort Regional Hospital:** Services are provided for anyone needing medical assistance.

**Franklin County Health Department:** The Health Department will provide medical care, family planning, birth control, and referral to families in the FSS Program. Educational programs involving health care as well as publications are also provided.

**Local Physicians:** Refer to Frankfort telephone directory.

**G. CAREER COUNSELING/TESTING; JOB TRAINING; PLACEMENT;**  
**Bluegrass Community Action Agency:** Provides job skills workshops to include proper application procedures, resume development and interviewing skills.

**Various Private Employers:**

#### **H. HOME MAKING AND HOUSEHOLD MANAGEMENT:**

**Bluegrass Community Action Agency:** Will provide low income families with food assistance and life skills workshops.

**Family Resource Centers:** Will assist families of school age children in parenting skills and referrals to outside agencies to meet these families' needs.

### **8.0 PROGRAM COORDINATING COMMITTEE**

The Program Coordinating Committee (PCC) is established to assist The Housing Authority of Frankfort with planning and implementing the FSS Program.

The Housing Authority of Frankfort has elected to utilize an existing community group, Franklin County Cares Coalition, to meet this requirement. They will also serve as the Housing Authority of Frankfort PCC. This group consists of human service providers in Franklin County. The Housing Authority of Frankfort will consult with PCC members as needed; however, final decisions remain the responsibility of The Housing Authority.

The principal vehicle for ensuring ongoing coordination of services is the program coordinating committee (PCC), which has been established in accordance with FSS regulations to assist in securing commitments of public and private resources for the operation of the FSS Program. Among other responsibilities, the PCC will help the FSS program to identify and build strong referral relationships with providers of supportive services that meet the needs of FSS participants.

**The Housing Authority of Frankfort will continue coordinating with local, public, and private providers to avoid duplication of services.**

## **9.0 FSS COORDINATOR**

The FSS Coordinator will oversee program operation under direction of the Section 8 Rental Housing Program Coordinator. The FSS Coordinator will assure successful operation in the following areas:

- Program referral
- Utilization of program slots
- Quarterly review of individual case management
- Participant tracking
- Program records/reports
- Assuming case management as needed
- Program monitoring and evaluation
- Maintaining the FSS waiting list if applicable
- Updating the FSS Action Plan, forms, letters, etc., as needed.
- Developing/maintaining cooperative relationships with social service providers.
- Serving as an ex officio member of PCC committees.

## **10.0 CONTRACT OF PARTICIPATION**

The FSS Contract of Participation (CoP) is a written agreement between The Housing Authority of Frankfort and the family which sets the requirements of the program and obligations of the family. It includes an ITSP plan, which addresses the specific needs and goals of the family. The contract is effective on the first day of the month following the date signed. The CoP terminates no later than five years after the first recertification of income once the CoP is executed.

### **10.1 DESIGNATED HEAD OF HOUSEHOLD**

The "Head of FSS Family" means the adult member who the family has designated as head of household for Section 8 Assistance. However, should the Section 8 Head of Household be incapable of obtaining and maintaining full-time employment due to documented disabilities/handicaps or being over 62, then another adult member may be designated as FSS Head of Household. If a family wants to participate in the FSS program but the head of the Section 8 household does not, he/she may in writing designate another adult member of the family as Head of Household for Section 8.

## **10.2 CONTRACT REQUIREMENTS**

The designated Head of Household must seek and maintain suitable employment during the term of the FSS Contract. Seeking employment is defined as submitting resumes, completing job application and interviewing with potential employers.

Job-seeking activities are not required during the time the participant is obtaining education/training in preparation for employment. After the education/training phase is completed, the family member must document one-to-three employment contacts per week and must be active with any state or local job placement service available in the area. Documentation of job-seeking activities will be required by the FSS Coordinator.

The Head of Household must also fulfill all other terms and conditions of the contract including those listed in the ITSP Plan.

## **10.3 EXTENSIONS OF THE CONTRACT OF PARTICIPATION**

The contract may be extended for up to two (2) years beyond the original five-year term. The extension will be granted for good cause and must be approved by The Housing Authority of Frankfort. Good cause must meet the following guidelines:

- A. Serious illness of at least two (2) months or longer of an immediate family member.
- B. Loss of employment through no fault of the Head of Household.
- C. Documented mental or physical limitations of the Head of Household.
- D. A household emergency including but not limited to:
  - 1. Natural disaster
  - 2. Death of an immediate family member or
  - 3. Victim of a violent crime.
- E. A major program service such as transportation and/or child-care is no longer available.
- F. The FSS Head of Household abandons the family.

The Housing Authority of Frankfort will provide extensions in one-year increments up to two (2) years. After the seventh year of the FSS Contract, no further deposits will be made to the family's escrow account. The family may continue with housing assistance but will forfeit its escrow account if the contract requirements are not fulfilled within seven years of the effective date.

## **10.4 CONTRACT COMPLETION**

The COP is completed, and the family's participation in the FSS program is concluded when the FSS family has fulfilled its obligations under the COP, including all family members ITSPs, on or before the expiration of the contract term. The family must provide appropriate documentation that each of the ITSP goals has been completed. The Housing Authority will accept a combination for self-certification and third-party verification to document completion.

## **11.0 TERMINATION OF THE CONTRACT OF PARTICIPATION**

The FSS contract of Family Participation may be terminated for the following reason:

- A. Mutual consent of the parties.
- B. Failure of the family to meet all requirements of the contract. Only the designated Head of Household is required to meet the requirements in the ITSP Plan.
- C. Achievement of Self-Sufficiency by the family.
- D. Expiration of the contract and any extension.
- E. The family's withdrawal from the program.
- F. By operation of law.
- G. Failure of the family to cooperate with case management and/or put forth a good effort or other such acts deemed inconsistent with the purpose of the program.
- H. The contract is automatically terminated if the family's Section 8 Assistance is terminated in accordance with HUD requirements.

The decision to terminate the contract will be made by The Housing Authority of Frankfort in consultation with the FSS Coordinator and family as appropriate. All case management and services provided through participation in the FSS Program will be discontinued.

## **12.0 PORTABILITY**

A family participating in the Section 8 FSS Program must lease an assisted unit in the Housing Authority of Frankfort's jurisdiction for 12 months after the effective date of the FSS contract. Therefore, a family must start in the FSS Program in the initial PHA'S jurisdiction to be considered for a transfer under portability during the first year of the contract. An FSS family can effectively make use of portability and maintain assistance when:

- A. The family transfers to a receiving PHA'S FSS Program or
- B. The family is able to continue to use the initial PHA'S FSS Program in the new location.

The Housing Authority of Frankfort will accept incoming FSS transfers under portability when an FSS Program slot and appropriate services are available to fulfill the substantial conditions of the contract. A family may not request to

modify its contract solely to allow it to transfer under portability. However, if a transfer would improve the family's opportunities to fulfill its obligation under the contract, the transfer will be approved.

### **13.0 ASSURANCE OF NON-INTERFERENCE**

Participation in the FSS Program is voluntary. A family's decision on whether to participate in FSS will have no bearing on the Housing Authority of Frankfort's decision of whether to admit the family into the Section 8 Program. The family's housing assistance will not be terminated based on whether they decide to participate in FSS, their successful completion of the CoP, or on their failure to comply with FSS program requirements.

The Housing Authority of Frankfort will ensure that the voluntary nature of FSS program participation is clearly stated in all FSS outreach and recruitment efforts.

### **14.0 FSS ESCROW**

A participating family's earned income may increase during the term of the Contract of Participation. When this occurs, The Housing Authority of Frankfort will credit to an escrow account a portion of the increase in rent as a result of an increase in earned income during the term of the contract. The escrow is only based upon increases in earned income of household members. Earned income is defined as income from wages, salaries and other employee compensation, as well as earnings from self-employment.

The HAF will set up the escrow account for each family as the family becomes employed (when not previously) or the family starts with income and has an increase in earned income. If there is no employment income, there is no escrow fund calculation and contribution. The family contributes their normal share toward rent according to income. HAF will escrow an amount equal to the difference in the TTP presently contributed and the TTP when the FSS contract went into effect. This amount will be drawn from the HAF account and deposited in the escrow account monthly. For purposes of determining the FSS credit, "family rent" for the rental certificate and voucher program is the total tenant payment.

#### **14.1 ESCROW WITHDRAWAL**

The amount in the family's FSS account is paid to the head of the family when the Housing Authority determines the family has met all of its obligations under the contract of participation.

Families **will not** receive any portion of the escrow before completion of the "Contract of Participation".

## **14.2 ESCROW FORFEITURE**

The amount in the family's escrow account is forfeited by the family when:

- A. The participating family (specifically the Head of Household) has failed to meet its obligations under the Contract of Participation.
- B. The family's Section 8 housing assistance is terminated.
- C. The family commits fraud and/or does not fulfill its obligations under the FSS and/or housing assistance program.
- D. The family voluntarily terminates the FSS Contract of Participation.

Forfeited escrow funds will be used by the PHA to benefit the current FSS participants. The funds will be distributed evenly between each participant in good standing.

## **15.0 REASONABLE ACCOMMODATIONS, EFFECTIVE COMMUNICATIONS, AND LIMITED ENGLISH PROFICIENCY REQUIREMENTS**

### **Requests for Reasonable Accommodations**

A person with disabilities may request reasonable accommodations to facilitate participation in the FSS program. Requests will be considered on a case-by-case basis.

Requests should be made initially to the FSS coordinator. If a family is not satisfied with the FSS Coordinator's response, the family may submit a request orally or in writing in accordance with the agency's reasonable accommodations policy.

### **Request for Effective Communications**

A person with disabilities may request the use of effective communication strategies in order to facilitate participation in the FSS program. Examples include: appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, visual alarm devices, a talking thermostat, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form, etc.

The Housing Authority of Frankfort considers the requests for the use of effective communications strategies, for a person with disabilities, as a reasonable accommodation and will address each request as such while trying to provide the appropriate accommodation needed within the limits of the agency.

## **16.0 PARTICIPANT OPPORTUNITIES FOR HEARINGS/REVIEWS**

A family who is referred for termination from FSS and/or Housing assistance will have an opportunity for an informal hearing. The hearing will be conducted by someone other than the person(s) who recommended the family's termination from the program. The family will have ten days from the date of a letter notifying them of possible termination from FSS and/or assistance to request the review.

The hearing will be conducted prior to the date of termination from the program. The family may present any information or witnesses on its behalf and may obtain council during the course of the hearing. The decision of the hearing office is final.

## **17.0 PROGRAM MONITORING/EVALUATION**

The FSS Coordinator is responsible for program monitoring and evaluation. Program and statistical data will be collected to determine the success of the program and to meet the program reporting requirements as required by HUD. The FSS Coordinator will obtain the input and participation of all parties, including participants and service providers, in evaluating and improving program operation at least annually.

## **18.0 DEFINITIONS**

The definitions below are specified in CFR 24 984.103. The terms 1937 Act, Fair Market Rent, Head of Household, HUD, Public Housing, Public Housing Agency (PHA), Secretary, and Section 8, as used in this part, are defined in 24 CFR Part 5. Certification means a written assertion based on supporting evidence, provided by the FSS family or the Housing Authority of Frankfort as may be required under this part, and which:

- (1) Shall be maintained by the Housing Authority of Frankfort in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification;
- (2) Shall be made available for inspection by HUD, the Housing Authority of Frankfort and the public, as appropriate; and,
- (3) Shall be deemed to be accurate for purposes of this part, unless the Secretary or the [organization], as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

Contract of Participation (CoP) means - a contract, in a form with contents approved by HUD, entered into between an FSS family and a [organization] operating an FSS Program that sets forth the terms and conditions governing participation in the FSS Program. The CoP includes all Individual Training and Services Plans (ITSPs) entered into between the [organization] and all members of the family who will participate in the FSS Program, and which plans are attached to the CoP as exhibits. For additional detail, see § 984.303.

Effective date of Contract of Participation (CoP) - means the first day of the month following the date in which the FSS family and the PHA entered into the CoP.

Eligible families means current residents of Public Housing (Section 9) and current Section 8 program participants, as defined in this section, including those participating in other local self-sufficiency programs.

Enrollment means the date that the FSS family entered into the CoP with the [organization].

Family Self-Sufficiency (FSS) Program means the program established by a PHA within its jurisdiction or by an owner to promote self-sufficiency among participating families, including the coordination of supportive services to these families, as authorized by section 23 of the 1937 Act.

FSS escrow account (or, escrow) means the FSS escrow account authorized by section 23 of the 1937 Act, and as provided by § 984.305.

FSS escrow credit means the amount credited by the [organization] to the FSS family's FSS escrow account. FSS family means a family that resides in Public Housing (Section 9) or receives Section 8 assistance or receives HUD Project-Based Rental Assistance for a privately owned property, and that elects to participate in the FSS Program, and

whose designated adult member (head of FSS family), as determined in accordance with § 984.303(a), has signed the CoP.

FSS related service program means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of “supportive services” set forth in this § 984.103.

FSS slots - refers to the total number of families (as determined in the Action Plan and, for mandatory programs, in § 984.105 of this part) that the PHA will serve in its FSS Program.

FSS Program Coordinator means the person(s) who runs the FSS program. This may include (but is not limited to) performing outreach, recruitment, and retention of FSS participants; goal setting and case management/coaching of FSS participants; working with the community and service partners; and tracking program performance.

Head of FSS family means the designated adult family member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

Individual Training and Services Plan (ITSP) means a written plan that is prepared by the Housing Authority in consultation with a participating FSS family member (the person with, for, and whom the ITSP is being developed), and which sets forth:

- (1) The final and interim goals for the participating FSS family member;
- (2) The supportive services to be provided to the participating FSS family members;
- (3) The activities to be completed by that family member; and,
- (4) The agreed upon completion dates for the goals and activities.

Each ITSP must be signed by the [organization] and the participating FSS family member, and is attached to, and incorporated as part of the CoP. An ITSP must be prepared for each adult family member who elects to participate in the FSS Program, including the head of FSS family who has signed the CoP.

Owner means the owner of multifamily assisted housing.

(Self-sufficiency means that an FSS family is no longer receiving Section 8, Public Housing assistance, or any Federal, State, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS escrow account funds. Supportive services mean those appropriate services that a [organization] will coordinate on behalf of an FSS family under a CoP, which may include, but are not limited to:

- (1) Childcare—childcare (on an as-needed or ongoing basis) of a type that provides sufficient hours of operation and serves an appropriate range of ages;
- (2) Transportation—transportation necessary to enable a participating FSS family member to receive available services, or to commute to their place(s) of employment;
- (3) Education—remedial education; education for completion of high school or attainment of a high school equivalency certificate; education in pursuit of a post-secondary degree or certificate;
- (4) Employment Supports—job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the CoP;
- (5) Personal welfare—substance/alcohol abuse treatment and counseling, and health, dental, mental health and health insurance services;
- (6) Household management—training in household management;
- (7) Homeownership and housing counseling— homeownership education and assistance and housing counseling;
- (8) Financial Empowerment—training in financial literacy, such as financial coaching, training in financial management, asset building, and money management, including engaging in mainstream banking, reviewing and improving credit scores, etc.;
- (9) Other services—any other services and resources, including case management, optional services, and specialized services for individuals with disabilities, that are determined to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency. Reasonable accommodations and modifications must be made for individuals with disabilities consistent with HUD requirements,

including HUD's legal obligation to make reasonable modifications under Section 504 of the Rehabilitation Act.

Welfare assistance means (for purposes of the FSS program only) income assistance from Federal, (i.e. Temporary Assistance for Needy Families (TANF) or subsequent program) State, or local welfare programs and includes only cash maintenance payments designed to meet a family's ongoing basic needs. Welfare assistance does not include:

- (1) Nonrecurrent, short-term benefits that:
  - (i) Are designed to deal with a specific crisis or episode of need;
  - (ii) Are not intended to meet recurrent or ongoing needs; and,
  - (iii) Will not extend beyond four months.
- (2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- (3) Supportive services such as childcare and transportation provided to families who are employed;
- (4) Refundable earned income tax credits;
- (5) Contributions to, and distributions from, Individual Development Accounts under Temporary Assistance for Needy Families (TANF);
- (6) Services such as counseling, case management, peer support, childcare information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support;
- (7) Amounts solely directed to meeting housing expenses;
- (8) Amounts for health care;
- (9) Supplemental Nutrition Assistance Program and emergency rental and utilities assistance;
- (10) Supplemental Security Income, Social Security Disability Income, or Social Security; and
- (11) Child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not on the need of the child's current non-parental caretaker.



**HOUSING  
AUTHORITY  
OF FRANKFORT**

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# Housing Authority of Frankfort

## Safety and Crime Prevention



An Equal Opportunity Employer M/F/H





## SAFETY AND CRIME PREVENTION PLAN

### Overview/Background

In accordance with the Quality Housing and Work Responsibilities Act of 1998 the Housing Authority of Frankfort (HAOF) has established this Safety and Crime Prevention Plan which incorporates the following requirements:

- A. Safety Measures on a development-by-development (or) on a jurisdiction-wide basis to ensure the safety of the residents living in public housing owned and/or operated by HAF.
- B. HAF Safety and Crime Prevention Plan has been established in consultation with officers of the local Police Department(s).
- C. HAOF Safety and Crime Prevention Plan describes measures to ensure the safety of our residents and for crime prevention measures. This Plan describes activities in effect, planned, or contemplated by HAF. This Plan describes the coordination planned (or) undertaken between HAF and the local law enforcement agencies.

HAOF consist of the following sites that are owned and/or managed by our agency:

<u>Name of Development</u>	<u>Project Number</u>	<u>OBR</u>	<u>1BR</u>	<u>2BR</u>	<u>3BR</u>	<u>4BR</u>	<u>TOTAL</u>
Leestown	003-01		46	27	10	1	84
Sutterlin Terrace	003-02		6	22	15	2	45



Leestown Addition	003-04			16	14	2	32
Southern Apartments	003-06	32	14				46
Owenton	003-098		18	6	7	1	32
<b>TOTAL</b>							239

HAOF owns and operates five public housing developments totaling 239 units. Four developments are scattered throughout the City of Frankfort, with one development located in Owenton Kentucky.

HAOF also manages Kirkland Fields Apartments, a non-profit limited partnership development located within the City of Frankfort, of which HAF is the General Partner. This development is made up of twenty (20) two-bedroom units.

## 2.0 Safety and Crime Prevention Needs of our Developments

HAOF does not currently have a high concentration of drug-related criminal activity in comparison to the community at large.

According to our local law enforcement agency, as a result of our safety and crime prevention efforts, when compared to other neighborhoods in our jurisdiction, the crime rate for housing authority neighborhoods is as low or lower than other surrounding or like neighborhoods in our jurisdiction.

## 3.0 Goals and Objectives

- A. Continue our efforts to maintain crime in the public housing developments to a level equal to or less than their surrounding neighborhoods or neighborhoods within our jurisdiction.
- B. Continue to maintain working relationships with local service providers and law enforcement agencies within our jurisdiction.



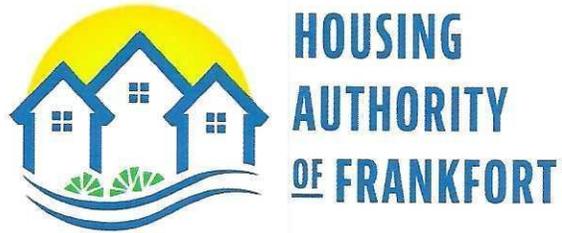
## 4.0 Current Crime and Safety Activities

HAOF is engaged in the following anti-crime activities:

- A. HAOF will continue to employ a Frankfort police officer to patrol the Frankfort developments as needed, enforce and facilitate the authority's No Trespass Policy, and provide information related to police and criminal matters relevant to housing operations.
- B. Continue to implement strict lease enforcement policies and procedures.
- C. Continue to conduct applicant screening on a case-by-case basis.
- D. Continue to maintain a security camera monitoring system, at key locations, that will assist in identifying and eliminating criminal activity on our property.
- E. Continue to maintain a "No Trespass Policy" to assist in eliminating access to our facilities by known criminal offenders or others that disrupt the peaceful enjoyment of HAF residents, visitors, or staff.
- F. Continue to enforce regulations under the Violence Against Women Act (VAWA) in an effort to provide housing to victims of domestic violence, dating violence, sexual assault, or stalking and to enhance victim safety in assisted families.

Updated September 6, 2024





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# Housing Authority of Frankfort

## Pet Policy

## Assistance Animal Policy



An Equal Opportunity Employer M/F/H



## PET POLICY

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**Introduction:** The purpose of this policy is to establish the procedures for ownership of pets in public housing operated by the Housing Authority of Frankfort (Authority).

**Assistance Animals:** Pet rules, with regard to breed and size, will not be applied to animals assisting persons with disabilities or law enforcement. To be excluded from this policy, the resident must provide the documentation requested by the Authority to certify one of the following:

1. That there is a person with a disability in the household, and the animal performs the assistance or provides the benefit needed by the person with the disability. (See Assistance Animal Policy)
2. That the animal is under supervisory command of a law enforcement individual and is used in the performance of their duty.

### **A. Management Approval of Pets**

#### **Registration of Pets**

1. All pets must be approved in advance by the Authority.
2. Pet owners must submit and enter into a Pet Agreement with the Authority.
3. Pet owners must provide a certificate signed by a licensed veterinarian or State/local authority verifying that:
  - the pet has received all inoculations required by State or local law and that the pet has no communicable disease(s) and is pest-free.
  - to the best of their knowledge, the pet is not one of the breeds or does not appear to be a mix of any of the breeds that are not allowed by the housing authority.
  - under normal circumstances, the pet's adult weight should not exceed fifty (50) pounds.
4. Registration must be renewed and will be coordinated with the annual recertification. **Proof of license and inoculation must be submitted at least 30 days prior to annual recertification unless otherwise approved by the Authority.**
5. Dogs and cats must be spayed or neutered prior to being admitted. If the pet is not old enough, the procedure must be performed as soon as it is possible and the proper documentation must be provided to the Authority.

#### **Refusal to Register Pets**

The Authority may refuse to register a pet if:

1. The pet is not an acceptable *common household pet* as defined in this policy.
2. Keeping the pet would violate Pet Rules.
3. The pet owner fails to provide complete pet registration information or fails to update the registration annually.
4. The Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the owner's ability to comply with the provisions of the lease.

## **B. Standards for Pets**

### **Types of Pets Not Allowed**

**\*\*The following breeds of dog, or any mixed breed containing any of the following, are not allowed on Authority property.**

- **Pit Bulls**
- **Rottweilers**
- **German Shepherds**
- **Huskies**
- **Alaskan Malamutes**
- **Doberman Pinschers**
- **Chows**
- **Great Danes**
- **Saint Bernards**
- **Akitas**

**No dangerous or poisonous pets are permitted.**

### **Types of Pets Allowed**

Tenants are not permitted to have more than one pet unless, under special circumstances, approved by the Housing Authority.

1. Dogs
  - a. Maximum adult weight: 50 pounds
  - b. Must be housebroken
  - c. Must be spayed or neutered
2. Cats
  - a. Must be spayed or neutered
  - b. Must be trained to a litter box or other waste receptacle
3. Fish
  - a. Maximum aquarium size is 10 gallons
  - b. Must be maintained on an approved stand or support device

4. Other

Other acceptable pets are: guinea pigs, hamsters, gerbils, turtles and birds. Other types of pets may be approved on a case by case basis.

**C. Pets Temporarily on the Premises**

Pets that are not owned by the tenant will not be allowed. Tenants are prohibited from feeding (other than wild birds) or harboring stray animals.

**D. Additional Fee for Pets**

The tenant shall be required to pay a pet fee of \$100.00 for a cat, a dog or any other special or unusual animal that the Authority deems necessary to charge the fee. The fee is required in full when the pet is properly registered and brought into the apartment, unless otherwise approved by the Authority. The fee **will not** be refunded to the tenant.

**E. Pet Waste and Related Charges**

1. All pet waste shall be sealed in a plastic bag and placed in the trash can. A separate pet waste removal charge of \$20.00 per occurrence will be assessed against the tenant for violations of the pet policy.
2. Dogs, Cats, or Other Approved Pets  
The tenant shall be responsible for picking up pet waste when your pet is outside. You must follow the same rules of disposal by sealing it in a plastic bag and placing it in the trash can.
3. Cats
  - a. Litter boxes must be kept inside the unit.
  - b. Litter shall not be disposed of by being flushed down the toilet.

**F. Pet Care**

No pet, excluding fish, shall be left unattended in any apartment for a period in excess of twelve (12) hours. All tenants shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

The tenant shall be required to designate another party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the tenant or by other factors that render the owner unable to care for the pet.

**G. General Terms of Pet Ownership in the Housing Authority of Frankfort**

1. No animals shall be tied up or left unattended outside. No doghouses, animal runs, etc. shall be permitted.





# Housing Authority of Frankfort

## Pet registration Form

This form must be completed and approved by management before any animal is brought on the premises.

SITE: \_\_\_\_\_ UNIT: \_\_\_\_\_ TENANT# \_\_\_\_\_

RESIDENT \_\_\_\_\_ ADDRESS \_\_\_\_\_

PET FEE \_\_\_\_\_

PET'S NAME \_\_\_\_\_ TYPE OF ANIMAL \_\_\_\_\_

BREED \_\_\_\_\_ COLOR \_\_\_\_\_ APPROX. WEIGHT \_\_\_\_\_

VETERINARIAN \_\_\_\_\_ PHONE # \_\_\_\_\_

In the event of an emergency or my absence, the following person is responsible for the animal described above.

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

APPLICANT'S SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

Pet owner must provide the following:

1. A certificate signed by a licensed veterinarian or State/local authority verifying that:
  - a. The pet has received all inoculations required by State or local law and that the pet has no communicable disease(s) and is pest-free.
  - b. The pet has been spayed or neutered.
  - c. To the best of their knowledge, the pet is not one of or mix of any of the breeds which are not allowed on property owned by the Housing Authority.
  - d. Under normal circumstances, the pet's adult weight should not exceed fifty (50) pounds.
2. A photograph of the pet to be attached to this Pet Registration.

The following breeds of dog, or any mixed breed containing any of the following, are not allowed on Housing Authority property.

- Pit Bulls
- Rottweilers
- German Shepherds
- Huskies
- Alaskan Malamutes
- Doberman Pinschers
- Chows
- Great Danes
- Saint Bernards
- Akitas

Exceptions are:

- Dogs that are properly trained, licensed, documented and approved assist dogs.
- Dogs that are under supervisory command of law enforcement individuals and used in the performance of their duties.



## ASSISTANCE ANIMAL POLICY

### Housing Authority of Frankfort

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets and thus are not subject to HA pet policies. The resident must register the animal with the Housing Authority of Frankfort. Registration includes the certification from a licensed veterinarian of required inoculations, information to identify the animal, the name and address of the owner and the name and address of a responsible party to care for the animal, if the owner is unable to do so. The resident shall furnish the Housing Authority of Frankfort information at each reexamination as to the status of the animal, the continued need for the animal, and the information contained hereinabove.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals, often referred to as "service animals", "support animals", or "therapy animals" perform many disability-related functions, included, but not limited to, the following:

- Guiding individuals who are blind or have limited vision
- Alerting individuals who are deaf or hearing impaired
- Pulling a wheelchair
- Fetching items
- Alerting persons to impending seizures
- Providing emotional support to persons with disabilities who have a disability-related need for such support

The Housing Authority of Frankfort may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owner, and in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability.

The Housing Authority of Frankfort's refusal to modify or provide an exception to a "No Pets" rule or policy to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing act unless:



- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property or the property of others
- There is reliable objective evidence that the person with the disability is unable to control the animal so that it does not threaten or disturb other residents
- There is reliable objective evidence that the person with the disability is unable to care for the animal or has not made arrangements for its care (including sanitary issues)
- There is reliable objective evidence that the animal would fundamentally alter the nature of the provider's service

An assistance animal is **not** treated as or considered to be a "pet". The following rules shall apply to assistance animals and their owners while on the Authority's property:

### **Waste and Related Charges**

1. It is the responsibility of the owner to seal animal waste in a plastic bag and place it in the trash can.

If the Authority is forced to clean up after the assistance animal and dispose of the animal's waste, a separate waste removal charge of \$20.00 per occurrence will be assessed against the owner for violations of this policy.

2. The owner shall be responsible for picking up assistance animal waste when your animal is outside. You must follow the same rules of disposal by sealing it in a plastic bag and placing it in the trash can.
3. Litter boxes must be kept inside the unit. Litter shall **not** be disposed of by being flushed down the toilet. It must be properly sealed and placed in the trash.

### **Assistance Animal Care**

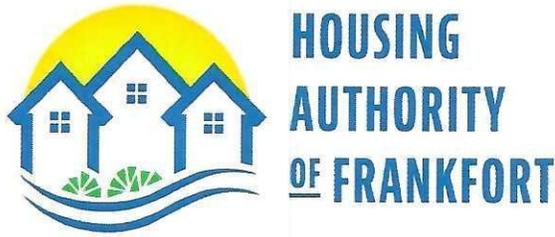
No assistance animal shall be left unattended in any apartment for a period in excess of twelve (12) hours. If an assistance animal is left unattended for more than 12 hours, the Authority may enter a unit to have the animal transferred to the Humane Society. All owners shall be responsible for adequate care, nutrition, exercise, and medical attention for his/her assistance animal.

The owner shall be required to designate another party for the care of the animal if the health or safety of the animal is threatened by the death or incapacity of the owner or by other factors that render the owner unable to care for the animal.

### **General Terms Applicable to Assistance Animals**







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# Housing Authority of Frankfort

## Asset Management

The Housing Authority of Frankfort (HAOF) is currently developing an Asset Management plan in conjunction with developing a strategic plan with the goal of ensuring the HAOF makes the best use of limited financial resources while also working toward an enhanced mission of the development of additional units of affordable housing. The initial key components and focus will be:

### **ASSET INVENTORY AND CONDITION ASSESSMENT:**

As reflected in our current HUD Five-Year Plan one key aspect of the Asset Management plan will be the letting of a Request for Proposals for a Capital Needs Assessment of all current HAOF properties to help HAOF develop both short- and long-term plans for the maintenance of our properties and help us better understanding the funding needs to do so accordingly.

### **FINANCIAL ANALYSIS AND STRATEGY:**

The development of a long-term funding strategy that identifies sources for both short-term operations and long-term capital replacements projects, as well as the development of the necessary additional units of affordable rental housing.

### **OPERATIONAL GOALS:**

The plan will also allow HAOF the opportunity to define our operational goals and develop a strategy for ongoing staff training to ensure that these goals are met with efficiency. It will also allow us to develop a system to track progress toward operational and financial goals. An additional component will be the analysis of all current HAOF Policies and Procedures to ensure they are up to date and compliant and will also include a review of Personnel Policies and Organizational chart to clarify HAOF internal structures, improve communication, coordination and efficiency with the HAOF workforce and to facilitate strategic planning for future personnel growth.

