



City of Madison
RENTAL REHABILITATION LOAN PROGRAM
Application READ, SIGN, AND RETURN APPLICATION TO:

City of Madison - Community Development Division
P.O. BOX 2627 Madison, Wisconsin 53701-2627



If applying for multiple properties, submit a separate application for each property.

Title Holder Nicholas Kunkel

Applicants Name Nicholas E. Kunkel

Privately Owned ☒ Non-Profit Corporation/LLC ☐ For Profit Corporation/LLC ☐

Phone Number 608-246-8355

Applicant's address 5109 RETANA DR Zip 53714 State WI

Email address NKUNKEL1101@GMAIL.COM

Indicate your primary language: ☒ English ☐ Spanish ☐ Hmong ☐ Other: _____

Do you require a translator? ☐ Yes ☒ No

Co-Applicants Name _____

Phone Number _____

Co-applicant's address _____ Zip _____ State _____

Email address _____

Indicate your primary language: ☐ English ☐ Spanish ☐ Hmong ☐ Other: _____

Do you require a translator? ☐ Yes ☐ No



I have reviewed a copy of the pamphlet "Protect Your Family From Lead In Your Home" with this application.

You can review a copy by going to Pamphlet

☒ YES

☐ NO

(please check one)

PROPERTY TO BE REHABILITATED

Address of the property 5229-5231 Piccadilly dr MADISON WI 53714

Remaining Balance(s) on all Loans for property \$ —

Estimated Monthly Property Management Fees (utilities, maintenance, etc.) \$ 75.00

Monthly payment (principal and interest) \$ —

Monthly taxes and insurance \$ 647.00

Unit #	Current Rent	Rent After Rehab	# of Bedrooms	Current Occupancy Vacant (V), Rented (R), Owner-Occupied (O)	Heat Gas/Electric Included Yes or No	ADA Unit Yes or No
Unit 1	\$ 1350 ⁰⁰	\$	2	R	NO	No
Unit 2	\$ 1400 ⁰⁰	\$	2	R	NO	No
Unit 3	\$	\$				
Unit 4	\$	\$				
Unit 5	\$	\$				
Unit 6	\$	\$				
Unit 7	\$	\$				
Unit 8	\$	\$				
Unit 9	\$	\$				
Unit 10	\$	\$				
Unit 11	\$	\$				
Unit 12	\$	\$				
Unit 13	\$	\$				
Unit 14	\$	\$				
Unit 15	\$	\$				
Unit 16	\$	\$				
Unit 17	\$	\$				
Unit 18	\$	\$				
Unit 19	\$	\$				
Unit 20	\$	\$				

Describe the Scope of Work intended on the property (including exterior, interior, common areas, individual units), please be as specific as possible**:

- 1 REPLACE 2 EXISTING DECKS, EACH 10' X 20'
DECKS ARE 10' OFF GROUND
2. REPLACE ROOF THAT HAS 2 LAYERS OF SHINGLES
3. POSSIBLY; REMOVE FIRE PLACE IN 5229 UNIT
- 4 POSSIBLY; TAKE DOWN INTERIOR WALL BETWEEN
DINING AREA AND KITCHEN IN 5229 UNIT.
REPLACE WITH BREAKFAST BAR

**All Minimum Housing Code and Lead Based Paint Hazards must be corrected. Hazards will be determined upon an initial project assessment of your home. The assessment will include your entire property.

☐ Please check box if interested in being connected with an agency for Energy Efficiency rebates and/or grants that may be available.

TERMS AND CONDITIONS

RENTAL REHABILITATION LOAN PROGRAM

This sets forth the terms and conditions to which the borrower(s) must agree in order to obtain a loan under the Rental Rehabilitation Loan Program.

1. Interest Rate. The annual base rate of interest applicable to the Rental Rehabilitation Loans are established by the Board of Estimates and approved by the Common Council of the City of Madison. The base rate of interest shall not exceed the cost of borrowed funds to the City of Madison in the previous year, plus a service fee of one percent, rounded upward to the nearest one-quarter of one percent.
2. Program Fees and Charges.
 - A. Application Fee. A \$75 non-refundable application fee is to be paid by the borrower(s) at time of application. That application fee is waived if the property is within Census Tracts 6, 14,01 and 21.
 - B. Title Insurance. The City shall be provided with a Mortgagee's Title Insurance Policy satisfactory to the City, in the amount of the Rehabilitation Loan, and issued by a title insurance company licensed in the State of Wisconsin.
 - C. Recording Fees. The cost of recording the mortgage and any other documents will be charged at loan closing.
3. Maximum Term of Loan. The maximum term for the loan is determined by whichever of the following results in the shortest term:
 - A. 20 years; or
 - B. The life of the loan
4. Lump-Sum Repayment of Loan. The loan shall become immediately due and payable to the City upon the occurrence of any of the following:
 - A. Title to, or equitable ownership in, the property is transferred to any party other than the surviving spouse of the borrower(s), if any; or
 - B. The borrower(s) default in meeting any of the terms and conditions of the loan, or
5. Repayment of the Loan. Except as otherwise stated, the loan shall be repaid in substantially equal monthly installments with interest in arrears.
6. Prepayment of the Loan. The borrower(s) reserve the right to prepay, at any time, all or part of the loan without penalty.
7. Loan Security.
 - A. Form of Loan Security Required. The borrower(s) must provide security for a Rental Rehabilitation Loan in the form of a mortgage. In the case of multiple ownership, the signature of every titleholder to the property will be required.
 - B. Preservation of the Security. The borrower(s) must agree to maintain the property in decent, safe, sanitary, and sound condition during the term of the Rental Rehabilitation Loan.
 - C. Property Insurance. The borrower(s) must maintain property insurance on the property as required, during the term of the loan and list the City of Madison as a Mortgagee.
 - D. Total Debt on Property. Total debt secured by the property, including the new City loan, cannot exceed 100% of the after-rehabilitation value of the property.
8. City Ordinance Requirements. In addition to the terms and conditions referred to in the preceding paragraphs, the borrower(s) must agree to comply with the following terms and conditions:
 - A. Nondiscrimination Based on Disability. City assistance will be made available to all persons without regard to race, national origin or ancestry, color, religion, sex, age, handicap/disability, marital status, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, familial status, student status, income level or source of income. The loans will be granted based on the property owner(s) eligibility and the availability of funds.
Borrower assures and certifies that they will comply with section 39.05 of the Madison General Ordinances, entitled "Nondiscrimination Based on Disability in City Assisted Programs and Activities," and agrees to ensure that any subcontractor who performs any part of this agreement complies with section 39.05, where applicable. This includes but is not limited to assuring compliance by the Borrower, Contractor and any subcontractor, with section 39.05(4) of the Madison General Ordinances, "Discriminatory Actions Prohibited."
 - B. Nondiscrimination. In the performance of work under this contract, the borrower(s)/contractor(s) agrees not to discriminate against any employee or applicant for employment because of race, national origin or ancestry, color, religion, sex, age, handicap/disability, marital status, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, familial status, student status, income level or source of income. Borrower(s)/contractor(s) further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.
 - C. Equal Opportunity and Fair Housing. The borrower(s) shall comply with all applicable Local, State, and Federal

GROSS INCOME OF APPLICANT

Employer Postal Service RETIREE
Address 3902 MILWAUKEE ST. MADISON WI 53704
Annual Gross Salary \$ 47,727 Monthly Gross Salary \$ 3977.25
Other Income \$ 495.59 per month Source RENTAL

GROSS INCOME OF CO-APPLICANT

Employer _____
Address _____
Annual Gross Salary \$ _____ Monthly Gross Salary \$ _____
Other Income \$ _____ per month Source _____

MGO 3.35(5)(e) Disclosure Statement

Are any of the Borrowers a City employee, elected City official, City board or committee member or an immediate family member of the aforementioned? "Immediate family" member of a City employee, official or board/committee member means a spouse, a registered domestic partner, or a relative by marriage, adoption or lineal descent who receives more than one-half of his or her support from the City employee, official or board/committee member.

☐ Yes ☒ No

If answered 'Yes' above, Borrowers will be required to provide written disclosure of the nature and extent of the relationship or interest to the Common Council and the Director of the Department of Planning and Community and Economic Development prior to loan approval.

- I certify that the information provided herein is true and complete.
- I authorize the City of Madison, and the Community Development Division (CDD) to review this application, to request, receive, and share information with lenders, translator, and others to verify its accuracy and completeness.
- I understand that my rental rehabilitation project is funded with city funds administered through the Community Development Division office (CDD) and CDD may review this information to verify its accuracy for compliance purposes.
- All owners must sign this application.
- I (we) am (are) not debarred by the US Department of Housing and Urban Development, do not have delinquent property taxes, have not had a property acquired by the City through tax foreclosure within the previous 5 years, do not have any outstanding judgments, and have not been convicted of a crime that could cause concern for neighborhood stability, health, safety, or welfare.
- By signing this application, you are authorizing the Community Development Division to pull a credit report.

Nicholas E Kunkel 9/3/60
Applicant Date of Birth Co-Applicant Date of Birth
Nicholas E. Kunkel 11-20-2024
Applicant Signature Date Co-Applicant Signature Date

The following information is requested by the Federal Government in order to monitor the lender's compliance with equal credit opportunity and fair housing laws. You are not required to furnish this information but are encouraged to do so. The law provides that a lender may neither discriminate based on the information, nor on whether you choose to furnish it.

Applicant: I do not wish to furnish this information _____ (Initials) Co-applicant: I do not wish to furnish this information _____ (Initials)

APPLICANT	CO-APPLICANT
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian <input type="checkbox"/> Asian <input type="checkbox"/> Black or or Alaskan Native African American <input type="checkbox"/> Native Hawaiian or <input checked="" type="checkbox"/> White other Pacific Islander	Race: <input type="checkbox"/> American Indian <input type="checkbox"/> Asian <input type="checkbox"/> Black or or Alaskan Native African American <input type="checkbox"/> Native Hawaiian or <input type="checkbox"/> White other Pacific Islander
Sex: <input type="checkbox"/> Woman <input checked="" type="checkbox"/> Man <input type="checkbox"/> Non-binary/Genderqueer <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Prefer to self-describe _____	Sex: <input type="checkbox"/> Woman <input type="checkbox"/> Man <input type="checkbox"/> Non-binary/Genderqueer <input type="checkbox"/> Prefer not to say <input type="checkbox"/> Prefer to self-describe _____

Provisions concerning Equal Opportunity and Fair Housing.

- D. Prevailing Wage. If eight or more units and does not include commercial space, the borrower(s) agree to comply with Madison General Ordinance Section 4.23 entitled "Prevailing Wage on Building or Work Financed In Whole Or In Part With City Financial Assistance". This Section is not applicable if project funded in whole or in part with federal funds.
- E. Section 8. The Borrower(s) agree to not refuse to lease or otherwise make unavailable units in the Project solely because any applicant for a unit is a direct recipient of a Federal, State or Local government-housing subsidy. Borrower(s) shall comply with the provisions of Madison General Ordinances Section 32.12 (13), for as long as the loan remains outstanding.
- F. Lobbying Ordinance. The Borrower(s) agree to comply with the City of Madison's Lobbying Ordinance. If you are seeking approval of a development that has over 40,000 gross square feet of non-residential space, or a residential development of over 10 dwelling units, or if you are seeking assistance from the City with a value of over \$10,000, then you likely are subject to Madison's lobbying ordinance, Madison General Ordinance Section 2.40 and may be required to register and report your lobbying. Please consult the City Clerk for more information. Failure to comply with the lobbying ordinance may result in fines of \$1,000 to \$5,000.
- G. Affirmative Action Department. Section 39.02(9)(c) requires that contracts (unless exempt) that borrower(s) agree to comply with the workforce utilization and affirmative action provisions.
9. Use of Proceeds. The borrower(s) shall agree to use the proceeds of the Rental Rehabilitation Loan only to pay for costs of services and materials necessary to carry out the rehabilitation work for which the loan is approved. Six (6%) percent of the construction's costs must be set-aside in the escrow account for contingencies.
10. Escrowing the Rehabilitation Funds. The borrower(s) shall agree to permit the City of Madison, its agents or designees, to act as escrow agent of the proceeds of the Rental Rehabilitation Loan and other funds used in combination with the City loan, including the borrower(s) own funds. The borrower(s) permit the City, its agents or designees to disburse such funds in the manner set forth in the Contract for Rehabilitation Work.
11. Completion of Work. The borrower(s) shall assure that the rehabilitation work shall be carried out promptly and efficiently through written contract(s).
12. Contract for Rehabilitation Work form to be used. The Contract for Rehabilitation Work form, which is provided by the Community Development Division (CDD) Staff, shall be used for rehabilitation work financed in whole or in part with a Rental Rehabilitation Loan.
13. Best Value Contracting. Borrower(s) shall utilize for construction of the Project those firms, which have met the prequalification requirements of Section 33.07(7), Madison General Ordinances, if applicable.
14. Inspections. The borrower(s) shall permit inspections by CDD Staff of the property to be rehabilitated with the assistance of a Rental Rehabilitation Loan, for compliance with the Minimum Housing and Property Maintenance Code and other applicable local codes and ordinances. The borrower(s) shall also permit all other inspections deemed necessary by CDD Staff of the property, the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work.
15. Lead-Based Paint Hazards. Properties built before 1978 will have a lead paint inspection report ordered by the City of Madison. For LBP items, work must be completed by a lead-based paint contractor that is approved by the **Wisconsin Department of Health Services** as **lead-paint certified**. You can find a list of approved LBP contractors here: <https://dhsgis.wi.gov/dhs/clara/index.html>. If any lead hazards are addressed, a Lead Clearance will be required.
16. Records. The borrower(s) shall keep such records as may be required with respect to the rehabilitation work performed with the assistance of a Rental Rehabilitation Loan.
17. Interest of Public Body. The borrower(s) shall allow no member of the governing body of the City of Madison, and no official or employee of the City of Madison who exercises any functions or responsibilities in connection with the administration of the Rental Rehabilitation Program to have any interest, direct or indirect, in the proceeds of the Rental Rehabilitation Loan, or in any contract entered into by the borrower(s) for the performance of work financed in whole or in part with the proceeds of the loan.
18. Bonus, Commission, or Fee. The borrower(s) shall not pay any bonus, commission, or fee for the purpose of obtaining approval of the loan application, or any other approval or concurrence required by the Community Development Division or the CDD Staff to complete the rehabilitation work financed in whole or in part with the Rental Rehabilitation Loan.
19. Rent Income. The project rents after-rehabilitation cannot exceed the HUD fair market rents for Dane County for the life of the loan. The rates can be found at <https://www.huduser.gov/portal/datasets/fmr.html>

By signing this document, I/We hereby acknowledge having read, understand the above terms and conditions, and hereby agree to comply with the above terms and conditions of the Rental Rehabilitation Loan of the City of Madison.

Nicholas E. K... 11-22-2024
Applicant Signature Date

Co-Applicant Signature

Date

