

October 18, 2021

VIA EMAIL

Lane.roger@countyofdane.com
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Dane County Dept. of Planning and Development
Zoning Division
210 Martin Luther King, Jr. Blvd., Room 116
Madison, WI 53703

RE: Conditional Use Application 02533
Location: 7069 Applewood Drive, Section 27, Town of Middleton

Dear Department:

We represent 11Eleven, LLC (Ms. Sarah Tuttle is the managing member) with respect to Conditional Use Permit Application 02533. Ms. Tuttle is the applicant for a conditional use permit to conduct a family daycare home at 7069 Applewood Drive, Madison, Wisconsin 53719 (“the House”). The name of her in-home family daycare is Bright Beginnings Day School (“BBDS”). 11Eleven owns the House, and a BBDS employee lives in the House and provides child care during the week to seven children. Ms. Tuttle seeks a conditional use permit (“CUP”) to care for one additional child, and no more than eight children, at the home pursuant to Dane County Ordinance 10.251.

I. Dane County Should Grant The CUP Because The Applicant Meets The Limited Conditions That Wisconsin Law Allows Dane County To Consider Under These Circumstances.

The House is located in Dane County’s SFR-08 zoning district. While Dane County does not require Ms. Tuttle to obtain a CUP to provide child care to less than eight children at the House, Dane County requires a CUP if Ms. Tuttle would like to provide child care to eight or more children.¹ Dane County Ordinance 10.251(3)(d) provides that a “day care center” may be a conditional use in the SFR-08 zoning district.

¹ A “day care center” is defined in the Dane County Zoning Code 10.004(50) as follows: “A place or home which provides care for **eight (8) or more** children under the age of seven (7) years for less than 24 hours a day and is licensed as provided for in s. 48.65 of the Wisconsin Statutes” (emphasis added).

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When evaluating the CUP, another critical consideration is that the applicant operates a “family child care home” and is licensed through the Department of Children and Families as a “family child care center.” [Attached as Exhibit A is a true and correct copy of the license]. Wisconsin law specifically defines a home providing child care to not more than eight children as a “family child care home.” Wis. Stat. § 66.1017(1)(a) (“Family child care home’ means a dwelling licensed as a child care center by the department of children and families under s. 48.65 where care is provided for not more than 8 children.”).

Importantly, under Wis. Stat. § 66.1017(2), the Wisconsin legislature *prohibits* any municipality from preventing a “family child care home” from being located in a zoning district that also permits single-family residences:

(2) No municipality may prevent a family child care home from being located in a zoned district in which a single-family residence is a permitted use. No municipality may establish standards or requirements for family child care homes that are different from the licensing standards established under s. 48.65. This subsection does not prevent a municipality from applying to a family child care home the zoning regulations applicable to other dwellings in the zoning district in which it is located.

Wis. Stat. § 66.1017(2) (emphasis added).

Here, the applicant and House are licensed as a “family child care home” under Wis. Stat. § 48.65. As such, Dane County cannot “prevent a family child care home from being located in a zoned district in which a single-family residence is a permitted use.” *See* Wis. Stat. 66.1017(2). In addition, Dane County cannot impose conditions on the permit that are different than the licensing standards or zoning applications to other dwellings in the zoning district. *See* Wis. Stat. § 66.1017(2).

Therefore, the only criteria that may be considered by Dane County is whether or not to grant the CUP are the following three items:

1. Whether the property is a dwelling that does not provide child care to more than eight children; and
2. Whether the applicant/House is properly licensed and meets all licensing requirements; and
3. Whether the property conforms to the standards for property located in the SFR-08 zoning district as to setbacks, open space, height requirements, etc.

The applicant meets each of these requirements.

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First, the property is a “dwelling” and provides child care to no more than eight children. Indeed, under the Dane County Zoning Code, a "dwelling" is defined under Section 10.004(60) as “A building, or part of a building, containing living, sleeping, housekeeping accommodations and sanitary facilities for occupancy by one or more families.” Ms. Tuttle has provided floor plans of the property demonstrating it contains living, sleeping, housekeeping and sanitary facilities. She has also provided a lease of the person residing at the property (who also provides care to the children that come to that property) and also a declaration from that person stating that this is her only place of residence. [Copies of the Lease and Declaration are attached as Exhibits B and C].

Second, the applicant has also provided a copy of her license. She has been licensed as a family child care home since 2018. Her license was officially transferred to the House as of September 3rd.

Finally, the home meets all of the standards for property located in the SFR-08 zoning district as to setbacks, open space, height requirements, etc. That information was provided in the original submittal on July 14, 2021.

Because the applicant meets the criteria that Wisconsin law allows Dane County to consider with respect to the CUP, Dane County must grant applicant’s CUP.

II. Alleged Concerns Raised By Opponents Before The Town of Middleton Have Been Addressed And Cannot Be Considered When Evaluating The CUP.

During the land use process before the Town of Middleton, the neighborhood association where the Home is located raised alleged concerns about the family child care home. Even though Wisconsin law does not allow Dane County to consider these concerns, the applicant has nonetheless addressed each of Applewood’s alleged concerns.

A. Caring For Eight Children At The Home Will Have LESS Impact On Water Usage Than An Average Single-Family Residence.

The actual water usage demonstrates that Ms. Tuttle’s caring for eight children at the home will use LESS water than a traditional single-family residence.

Attached as **Exhibit D** is a document showing actual water usage at similar homes to Applewood where Ms. Tuttle currently cares for children. Based on the Wisconsin Administrative Code, a single-family, 3-bedroom home water usage would be approximately 300 gallons per day (100 gallons/person) or 9,000 gallons per month. It should be noted that most homes in the Applewood neighborhood are 4-5 bedroom, and we can therefore assume average water usage would be approximately 13,500 gallons per month. As set forth in Exhibit

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D, Ms. Tuttle has other homes that are substantially similar to the Applewood home. At those homes, the average water usage is 6,267 gallons per month, 3,292 gallons per month, and 5,410 gallons per month.

Thus, Ms. Tuttle's operation will actually tax the Applewood water system **LESS** than a traditional single-family residence.

B. The Use Will Not Present Traffic Problems.

On average, a single-family home generates 10 trips/day. There are approximately 41 homes in the Applewood neighborhood, which means there are about 410 trips per day. If a permit is granted, 8 children equals 16 trips per day or 6 more than average. This is a 1% increase in total daily traffic. Given that you can have 7 children without a permit, one extra child means 2 extra trips per day. That results in 0.4% increase in traffic. Even if you factor in the 1 resident and 1 employee, that would only be 2 extra trips (total 18 trips) per day, or 8 more trips than average. This would be a 1.9% increase in total traffic.

Also, attached is **Exhibit E** which shows the location of Ms. Tuttle's home and the anticipated traffic flow. As shown this exhibit, new traffic would only pass by 11 of the homes in Applewood. The majority of the homes would not be impacted by families visiting Ms. Tuttle's home.

Moreover, Ms. Tuttle will require the families to stagger drop-off and pick-up. Attached as **Exhibit F** is a rendering showing the schedule as well as the sufficient parking available at the property. Therefore, there should be very few cars at any given time dropping off or picking-up children from the home. The driveway is paved and families will be there for no more than 5-10 minutes at a time. Families will also be required to park in Ms. Tuttle's driveway (there is more than enough parking in the circular driveway to accommodate multiple vehicles) when dropping-off or picking-up. Thus, there is no concern about parking in the street or families crossing the street to access the property.

Additionally, concerns have been raised about accessing Applewood during adverse weather conditions. This should be of no concern since Ms. Tuttle follows MCPASD for closings. If schools in the area are closed due to adverse weather conditions, Ms. Tuttle is also closed. In addition, Ms. Tuttle will also be closed multiple other days throughout the year. Attached as **Exhibit G** is an explanation of Ms. Tuttle's closure policies.

Finally, in Ms. Tuttle's experience, drivers with small children in their vehicle are far more careful driving than a traditional driver.

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C. Having Nearby Childcare Provides Value To The Town Of Middleton And Applewood.

The 2040 Comprehensive Plan for the Town of Middleton, adopted December 16, 2019, includes child care facilities as a utility often located in a provider's home and states that "[d]ata generally shows that childcare demand outstrips supply locally, statewide and nationally." Thus, the Town itself recognizes that there is a shortage of available childcare and that having available childcare is important to the Town.

In addition, as shown on **Exhibit H**, the value of homes near Ms. Tuttle's other locations have **increased** over the past five years. If Ms. Tuttle's operation was a "nuisance" then you would expect to see home values nearby decreasing and people looking to sell their homes to get away from the operation. Neither is happening. The evidence instead shows that homes nearby available childcare increase in value.

Finally, attached as **Exhibit I** is a map of Applewood showing homes that Ms. Tuttle understands have children. Adding one more child to Ms. Tuttle's Applewood home will not cause the character of the Applewood neighborhood to change whatsoever.

III. MS. TUTTLE MEETS THE CONDITIONAL USE STANDARDS

The applicant also recognizes that her CUP is a bit non-traditional in that the County does not consider the normal conditional use permit standards. But even if the County could consider those other factors, substantial evidence demonstrates that the applicant has met those standards as well.

A. The Conditional Use Will Not Be Detrimental To Or Endanger The Public Health, Safety, Or General Welfare.

As set forth above, the proposed land use will fit into the neighborhood. There will not be any changes whatsoever to the home. It will look like every other home in the neighborhood (*i.e.*, no signage, no additional lightning, no outdoor storage, etc.). In addition, as set forth above, traffic is not an issue given the small increase, staggered drop-off, sufficient parking, and requirement that drop-off and pick-up take place in the driveway. The home will also be professionally maintained (by a landscaper that works with other homes in Applewood – so no additional traffic as a result). There will be very little outside activities and there will not be a commercial playset. The children are all quite young and make little noise. Ms. Tuttle will have them play outside twice a day and is open to timing considerations with respect to the activities (provided it meets license requirements). Water usage will be less than average. Finally, homes near available childcare in Dane County have increased in value and none of

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Ms. Tuttle's neighbors at other locations have moved or complained. In fact, neighbors at her other locations support Ms. Tuttle's operation.

B. The Uses, Values And Enjoyment Of Other Properties In The Neighborhood Already Permitted Shall In No Foreseeable Manner Be Substantially Impaired Or Diminished By The Establishment, Maintenance Or Operation Of The Proposed Conditional Use.

See response to No. 1 above. Caring for an extra child at the home will not "substantially impair" or diminish the use, value, or enjoyment of other properties in Applewood. In fact, studies have shown that values of homes increase when they are located nearby available childcare.

C. The Conditional Use Will Not Impede The Normal And Orderly Development And Improvement Of The Surrounding Property.

The 2040 Comprehensive Plan for the Town of Middleton, adopted December 16, 2019, includes child care facilities as a utility often located in a provider's home and states that "[d]ata generally shows that childcare demand outstrips supply locally, statewide and nationally." Thus, the Town itself recognizes that there is a shortage of available childcare and that having available childcare is important to the Town and that placing childcare within the Town is an important part of the normal and orderly development of the community. In addition, this is a permitted use within a single-family residence. The property will remain a single-family residence. The care of children will take place during normal business hours and Ms. Tuttle will not be open during adverse weather conditions and many holidays.

D. There Are Adequate Utilities, Access Roads, Drainage And Other Necessary Improvements To Allow The Land Use Or Improvements Are Planned To Provide Adequate Measures.

See above regarding traffic, parking, and water usage. Any alleged concerns have been met, and Ms. Tuttle is also open to conditions placed on her CUP to further meet this standard, should the Town impose it.

E. Adequate Measures Have Been Or Will Be Taken To Provide Adequate Ingress/Egress To Public Streets And The Proposed Conditional Use Will Not Present Traffic Conflicts.

See above regarding traffic and parking. In short, caring for eight children at the home (one more than currently allowed) will result in a nominal increase in traffic (and such traffic will only impact a small number of homes in Applewood). Adequate measures have been taken to address traffic by staggering pick-up/drop-off, requiring parents to park in the driveway, and

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utilizing a lawn maintenance company used by other homes in Applewood. There will also be no large vehicles (*i.e.*, school buses) visiting the home as part of the childcare operation.

F. The Conditional Use Shall Conform To All Applicable Regulations Of The District In Which It Is Located.

As set forth above, caring for 7 children at a home is a permitted use within this zoning district. In addition, Wisconsin law states it is illegal to prohibit caring for 7 or less children at a home. Ms. Tuttle will abide by her state licensing requirements.

G. The Conditional Use Is Consistent With The Adopted Town And County Comprehensive Plans.

The 2040 Comprehensive Plan for the Town of Middleton, adopted December 16, 2019, includes child care facilities as a utility often located in a provider's home and states that "[d]ata generally shows that childcare demand outstrips supply locally, statewide and nationally." Thus, the Town of Middleton recognizes that there is a shortage of available childcare and that having available childcare is important to the Town and that placing childcare within the Town is an important part of the normal and orderly development of the community.

SUMMARY

Ms. Tuttle operates a fully licensed and accredited family child care home that meets all the standards for granting a Conditional Use Permit. Therefore, the Conditional Use Permit should be granted.

Respectfully submitted,

DeWitt LLP

/s/ BARRET V. VAN SICKLEN

Barret V. Van Sicklen
BVV:vlo
Enclosures



09/13/2021

Sarah Tuttle
Bright Beginnings Day School Llc
7560 Tumbledown Trl
Verona WI 53593-9762

License: Bright Beginnings Day School 2
License No.: 2004018
Original License Date: 7/1/2018
Next License Continuation Date: 9/30/2023 and every two years thereafter.

Dear Sarah Tuttle:

By the authority granted to the Department of Children and Families (the Department) in Sections 48.65 through 48.77 of the Wisconsin Statutes, a license is issued to Sarah Tuttle for the operation of Bright Beginnings Day School 2 located at 7069 Applewood Dr in Madison, WI 53719-4949.

The licensee has met the minimum requirements for a license established under s.48.67, and therefore, this license is valid unless revoked or suspended for just cause as provided under s.48.715(4). This license continues for additional two-year periods unless sooner revoked or suspended or voluntarily surrendered as long as:

1. The minimum requirements for a license established under s.48.67 are met;
2. The application for continuance is timely filed by the licensee and approved by the Department;
3. The applicable fee as per s.48.68(1) is paid;
4. Any forfeiture under s.48.715(3)(a) or penalty under s.48.76 that has been assessed is paid;
5. The fee under s.48.65(3)(a) that is due is paid;
6. The background check fees required under s.48.685(8) is paid.

The terms and conditions of the license, based upon information submitted by you in the application for continuance of the license, are in accordance with the child care rules, and are listed on the attached license certificate.

Although s.48.65 requires the licensure of child care facilities serving children under seven years of age, children age seven and older served in a child care center requiring licensure are included in the licensed capacity since their care impacts on that of the younger, regulated age group. Children must be grouped for age appropriate program activities.

Any and all conditions which are placed on this license are included on the license certificate and remain in effect for the duration of this license.

Any and all exceptions or stipulations which are granted to these rules shall be posted next to the license certificate near the entrance or in an conspicuous area that is visible to the public during the hours of operation and shall remain displayed for the time period specified therein.

Issuance of the license is premised upon you having provided accurate information. Provision of false information in order to secure the license could result in licensing sanctions up to and including revocation of your license. The license is not transferable to another person, or legal entity, or to any location other than that specified herein.

The licensee is legally bound to the terms and conditions herein, which may be changed only by amendment to the license. Written requests for amendment shall be sent to the Department at least 30 days prior to the date the requested change is to go into effect. **You may not initiate any change affecting the terms and conditions of this license until written approval has been received from the Department.**

The Wisconsin Statutes give the Department of Children and Families the authority to set requirements for licensure, to investigate applicants for license, to grant or deny a license, to supervise persons awarded a license, to investigate all alleged violations of s.48.65, and to revoke any license where the person refuses to or is unable to meet the minimum requirements. Any person aggrieved by the denial or revocation of a license may appeal the Department's decision as per s.48.72.

The Department has set forth the requirements in Chapter DCF 250 Family Child Care Center. The intent of the licensing rules is to protect the health, safety and welfare of children. The licensee shall be held legally responsible for meeting all rules. It is therefore essential, that the licensee periodically review the rules to ensure that the center is in full compliance with the rules at all times.

Continuing verification of compliance with administrative rules will be determined by a representative of the Department through unannounced and announced visits for the duration of this license.

Chelsey Thill, Licensing Specialist
Bureau of Early Care Regulation
Division of Early Care and Education

EXHIBIT A

Encl.

State of Wisconsin



Child Care Center License

Bright Beginnings Day School Llc

is licensed to operate a Family Child Care Center known as
BRIGHT BEGINNINGS DAY SCHOOL 2
7069 Applewood Dr Madison, WI 53719-4949

Hours of Operation:

Months	Capacity		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Day	Night							
Jan - Dec	8	0	06:00 A - 06:00 P						

Ages Served:

6 Week(s) - 12 Year(s)

ORIGINAL LICENSE DATE: 07/01/2018
PRINTED DATE: 09/13/2021

(Emilie Amundson)

Secretary

This license is effective unless revoked, suspended or voluntarily surrendered. the Letter of Transmittal is incorporated herein. Any and all exceptions and stipulations or conditions to this license shall be posted near the license certificate.

DEPARTMENT OF CHILDREN AND FAMILIES

To determine the current status of this license or to file a complaint regarding this facility, please contact: 6084226765

This license is granted under the pertinent provisions of section 48.65 through 48.77 of Wisconsin statutes.

Provider Number: 2000589232 / 004

Facility Number: 2004018

RESIDENTIAL RENTAL CONTRACT

(For month-to-month tenancy or definite lease term, not intended for agricultural or mobile home purposes)

1 This Contract for the rental or lease of the Premises identified below is entered into by and between the Landlord and Tenant (referred to in the
2 singular whether one or more) on the following terms and conditions:

3 **TENANT:** Number of occupants 1 Adult, 0 children Names: _____
4 Xee Lor

LANDLORD: Sarah & Jonathan Tuttle
Agent for service of process: _____

5 _____
6 **PREMISES:** Building Address: 7069 Applewood Drive
7 Madison, WI 53719

Address for service of process:
933 S Holt Circle, Madison WI 53719

8 Apartment/room/unit _____
9 **Other:** _____

Agent & address for maintenance, management:
933 S Holt Circle, Madison WI 53719
608.335.8808

10 Included furnishings/appliances: refrigerator, range, oven and:
11 water softener ~~STRIKE AS APPLICABLE~~

Agent & address for collection of rents:
933 S Holt Circle, Madison WI 53719

12 **RENT:** Rent of \$ 550.00
13 for other (specify: _____) is due on the
14 1st day of each month. If payment is received or postmarked

TERM: ~~STRIKE EITHER (a) OR (b)~~
(a) Month to month beginning on May 15, 2021 and continuing to April 30, 2022

15 by the 1st day of the month when due, rent is \$ 550.00
16 for the Premises and \$ 50.00 for other. Charges

(Note: A lease for a fixed term expires without further notice. If
tenancy is to be continued beyond stated lease term, parties should
make arrangements for this in advance of lease expiration.)

17 incurred by Landlord for Tenant's returned checks are payable by
18 Tenant. Landlord shall provide a receipt for cash payments of rent. At
19 Tenant's expense, if more than one, are jointly and severally liable for the full
20 amount of any payments due under this Contract (STRIKE if not appli-
21 cable). Acceptance of a delinquent payment does not constitute a
22 waiver of that default or any other default under the Contract.

UTILITIES: Check if paid by:

	Landlord	Tenant	Landlord	Tenant
Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/> (0%)	Sewer / Water	<input type="checkbox"/> <input checked="" type="checkbox"/> (0%)
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/> (0%)	Hot Water	<input type="checkbox"/> <input checked="" type="checkbox"/> (0%)
Heat	<input type="checkbox"/>	<input checked="" type="checkbox"/> (0%)	Trash	<input type="checkbox"/> <input checked="" type="checkbox"/> (0%)
Air Conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/> Other		

If any utilities or services payable by Tenant are not separately
metered, Tenant's share is allocated as follows: Specified share
paid within 30 days of receiving utility bill

~~23. If the Tenant is responsible for the payment of any utility bills, the Tenant shall pay the amount of such bills to the utility company.~~

26 **PETS:** Pets (specify type and not) permitted ~~STRIKE ONE~~ if neither is
27 struck, pets are not permitted.) See Special provisions for additional
28 provisions relating to pets.

29 **TIME IS OF THE ESSENCE:** Time is of the essence as to all dates and deadlines set in this Contract or by law, unless otherwise provided in
30 Special Provisions. PARTIES FAILING TO PERFORM BY A TIME IS OF THE ESSENCE DEADLINE WILL BE IN BREACH OF THIS CONTRACT

31 **IMMEDIATELY UPON PASSAGE OF THE DEADLINE.**
32 **SPECIAL PROVISIONS:** Tenant will pay for utilities as specified and property maintenance. Tenant responsible for
33 snow removal on walkways. Tenant responsible for costs associated with all modifications or repairs.

34 No modifications without prior landlord approval. Landlord will have access to storage bay in garage.
35 60 day notice of non-renewal. One pet (dog) allowed at \$100 per month additional rental amount.

36 **ATTACHMENTS:** Attachments checked below are attached to this Contract and incorporated herein by reference.

Attachment	✓ Check	Attachment	✓ Check
Guarantee/Renewal/Assignment Sublease		Nonstandard Rental Provisions	
Rules and Regulations		Premises to Repair	
Smoke Detector Issues		Code Violations	
Lead-Based Paint Disclosure & Pamphlet		Rent Escrow Agency Disclosure	
Other		Other	

43 Landlord shall provide Tenant with a copy of this Contract and any rules and regulations. Landlord shall give Tenant a check-in
44 sheet on or before the commencement of this tenancy. NOTE: SIGNING THIS CONTRACT CREATES LEGALLY ENFORCEABLE

45 **RIGHTS. LANDLORD AND TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL**
46 **RIGHTS UNDER THIS CONTRACT. THIS CONTRACT INCLUDES THE PROVISIONS ON PAGE TWO.**
47 **IN WITNESS WHEREOF, the Parties have executed this Rental Contract.**

48 **LANDLORD:** [Signature] 7/8/21
49 _____ (Date)
50 [Signature] 7/8/21
51 _____ (Date)
52 **TENANT:** _____ (Date)
53 _____ (Date)

TENANT: [Signature] 7/8/21

Note: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.wisconsinsexoffenders.org> or by phone at 877-234-0085.

54 PROMISES TO REPAIR.

55 Any promise to repair, clean, or improve the Premises (including the promised date of completion) that was made by Landlord before execution of the

56 Contract, is listed under Special Provisions or in a separate addendum to this Contract. Time being of the essence as to completion of repairs does

57 not apply to any delay due to causes beyond the Landlord's control. Landlord shall give timely notice of any delay to Tenant.

58 **CODE VIOLATIONS, ADVERSE CONDITIONS.** If the Premises or the building in which they are located are currently cited for uncorrected

59 building or housing code violations, or certain conditions adversely affecting habitability (including no hot or cold running water, plumbing or sewage

60 disposal facilities not in good operating order, unsafe or inadequate heating facilities (inability of maintaining at least 67°F in living areas), no

61 electrical, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health

62 or safety), these are listed under Special Provisions, or in a separate addendum to this Contract, and Landlord shall exhibit copies of any

63 uncorrected code notices or orders to Tenant, or before the Contract is signed or any deposit is accepted.

64 **INSPECTION; SECURITY DEPOSIT.** Tenant has 8 days after the start of tenancy to inspect the dwelling unit and notify Landlord of any

65 preexisting damage or defect. Landlord shall advise Tenant a written description of the physical damages or defects charged to the previous

66 tenant's security deposit if Tenant, within the first 8 days of the tenancy, provides Landlord with a written request for such list. Tenant's security

67 deposit, less any amounts legally withheld, will be returned in person or mailed to Tenant's last known address within 21 days after Tenant

68 surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this Contract, subject to the exceptions described in

69 Wis. Admin. Code § ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord's property held

70 by Tenant, such as keys, garage door openers, etc. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized

71 statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect

72 or damages for which Tenant is responsible, normal wear and tear excluded, may be deducted from the security deposit. No deduction may be

73 made for any damage charged against the previous tenant's security deposit. Tenant may not use the security deposit as payment of the last

74 month's rent without the written permission of the Landlord.

75 **USE; GUESTS.** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises

76 for any unlawful purposes, (2) engage in activities which unduly disturb neighbors of, or tenants in, the building in which the Premises are located,

77 or (3) do, use, or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance

78 policy. Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other

79 occupants, and if the number of guests is not excessive for the size of the facilities of the Premises. No guest may remain for more than two weeks

80 without written consent of the Landlord, which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect

81 caused by the negligence or improper use of the Premises or the building or development in which they are located, by Tenant or Tenant's guests

82 and visitors.

83 **MAINTENANCE.** All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for

84 Landlord to enter, and identify reasonable time periods during which entry for maintenance is authorized. Tenant shall maintain the Premises under

85 Tenant's control in a clean and as good a general condition as they were at the beginning of the term or as subsequently improved by Landlord.

86 normal wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light

87 bulbs, fuses, and washers. Tenant shall not, without permission in the building rules or specific written approval of Landlord, physically alter or

88 reconfigure the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part,

89 or attach or display anything which subsequently affects the exterior appearance of the Premises of the property of which it is a part. Whichever

90 party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to insure the habitability of the Premises and prevent

91 damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of parties' responsibilities regarding

92 the maintenance of smoke detectors.

93 **ENTRY BY LANDLORD.** Landlord may enter the Premises occupied by Tenant at reasonable times upon advance notice to inspect the Premises,

94 make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without

95 advance notice upon consent of the Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes entry is

96 necessary to protect the Premises or the building in which they are located from damage. Tenant shall not add or change locks without obtaining

97 Landlord's written permission AND immediately providing Landlord keys to permit access to the premises. Landlord shall not add or change locks

98 without obtaining Tenant's written permission unless the addition or change of locks is made pursuant to court order. Improper denial of access

99 to the Premises is a breach of the Contract.

100 **RULES.** Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant

101 acknowledges receipt of the rules prior to signing the Contract. Any failure by Tenant to comply substantially with the rules is a breach of the

102 Contract. Landlord may make reasonable amendments to the rules and any amendment shall become effective no sooner than 14 days after the

103 amendment is mailed or delivered to Tenant, if an amendment materially and adversely affects Tenant's use of the Premises, Tenant may at any

104 time before it becomes effective terminate the Contract by giving Landlord not less than 28 days' written notice, effective as of the end of a rent-

105 paying period, ending the amendment and its effect on Tenant's use of the Premises.

106 **POSSESSION; ABANDONMENT.** If Tenant abandons the Premises before the end of the tenancy, or if the tenancy is terminated for Tenant's

107 breach of this Contract, Landlord shall make reasonable efforts to re-rent the Premises and apply the rent received, less costs of re-renting, to

108 Tenant's obligations under this Contract. Tenant shall remain liable for any deficiency, if Tenant is absent from the Premises for three successive

109 weeks without notifying Landlord in writing of the absence. Landlord may deem the Premises abandoned unless rent has been paid for the full

110 period of the absence. If Tenant's personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be

111 deemed to have abandoned the property and Landlord shall deal with it as provided by Wis. Stat. § 104.05(5) or any written ten agreement

112 (Nonstandard Rental Provision).

113 **ASSIGNMENT.** Tenant shall not assign this Contract or sublet the Premises or any part thereof without the written consent of Landlord, which will not

114 be unreasonably withheld. This Contract may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate the

115 Contract and enter a new Contract instead of renewing it, assigning it or subleasing the premises.

116 **CONTROLLING LAW.** Landlord and Tenant understand that their rights and obligations under the Contract are subject to the local and state lead-based

117 paint laws, Wis. Stat. Chapter 704, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances and housing codes, and any other applicable law.

118 Both parties shall obey all governmental codes, laws, rules, and regulations related to the Premises.

119 **SALE OF PROPERTY.** Upon voluntary or involuntary transfer of ownership of the Premises, Landlord's obligations under this lease are expressly

120 released by Tenant. The new owner of the Premises shall be solely responsible for Landlord's obligations under this Contract.

121 **LEAD-BASED PAINT PROVISIONS (Applicable only if the Premises is a "target property" constructed before 1978.)** Tenant has received,

122 read and understands the Landlord's lead-based paint (LBP) disclosures and the Lead-Based Paint: Protect Your Family Pamphlet (Pamphlet). Tenant

123 agrees to follow the practices recommended in the Pamphlet in order to protect tenant and other guests and occupants from injuries caused by

124 exposure to lead. Tenant shall immediately notify Landlord in writing if Tenant, Tenant's guests or any other occupant observes any other

125 conditions indicating the presence of a potential LBP hazard, as described in the Pamphlet. Tenant's guests and any other occupant are

126 prohibited from disturbing paint and performing lead-based paint activities on the property without proper State of Wisconsin certification.

127 **AGENCY NOTICE.** Tenant understands that any property manager, rental agent or employee thereof are representing the Landlord.

Drafted by: Attorney Debra Peterson Conrad

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lsawr.rls

DECLARATION OF XEE LOR

I, Xee Lor, declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am an adult resident of Wisconsin residing at 7069 Applewood Drive, Madison, Wisconsin 53719.
2. I rent the home at 7069 Applewood Drive, Madison, Wisconsin 53719 from Sarah and Jonathan Tuttle.
3. 7069 Applewood Drive is my primary place of residence. I live here full-time. I don't own or rent any other property.

Dated this 16th Day of September, 2021.



Xee Lor

Water Usage Analysis

Assumptions:

- Based on Wisconsin Administrative code 1 employee and 7 children water usage is 125 gallons per day.
- Based on Wisconsin Administrative code a single-family, 3 bedroom home water usage would be 300 gallons per day (100 gallons/person) or 9,000 gallons per month. Since most homes in Applewood neighborhood are 4-5 bedroom we can assume average water usage would be approximately 13,500 gallons per month..

Conclusion

- 8 children would be an increase of 16 gallons of water per day or 141 gallons per day.
- Actual water usage for BBDS homes clearly show that, accounting for residents of home, children and teachers, they are well below the average gallons per day/month of water estimated for a family of 3 and a family of 4-5 persons.



Family of 5 with pet + 2 teachers and 8 children. 12 month average of 209 gallons per day or 6,267 gallons per month.

300 gpd - 209 gpd = 91 less gpd or 2,730 less gallons per month



One adult with pet + 2 teachers and 8 children. 12 month average of 110 gallons per day or 3,292 gallons per month.

300 gpd - 110 gpd = 190 less gpd or 5,700 less gallons per month

Based on a 30 day month.

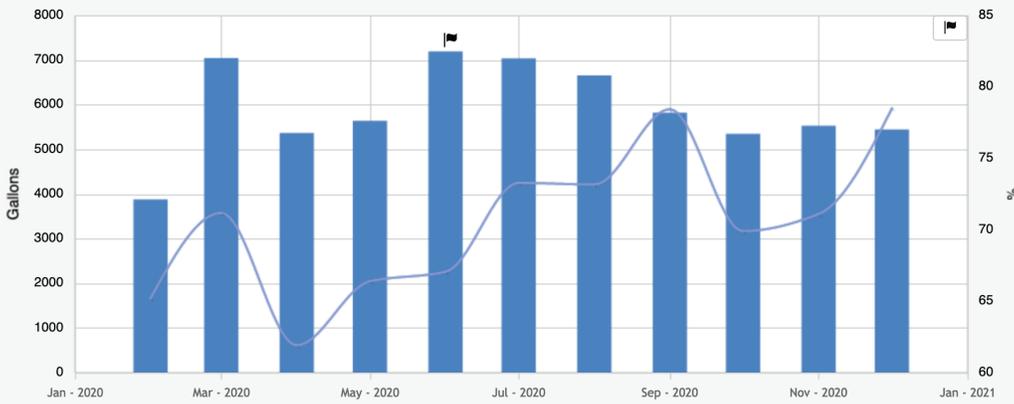
< Dec - Nov

-

Jan - Dec, 2020

+

Feb - Jan >



Total Usage



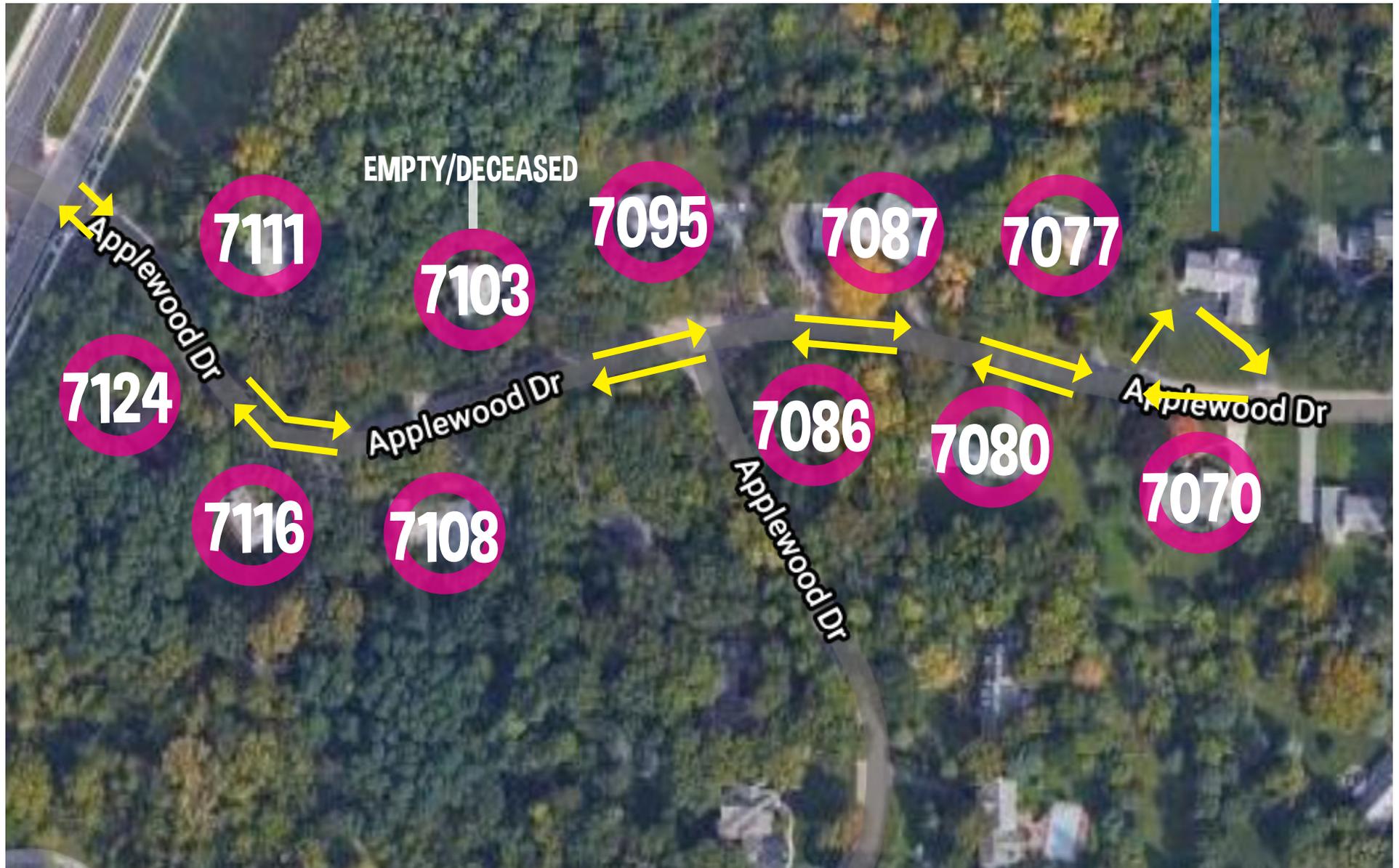
One parent and one child with one adult child 1/2 time + 2 teachers and 8 children. 12 month average of 180 gallons per day or 5,410 gallons per month.

300 gpd - 180 gpd = 120 less gpd or 3600 less gallons per month.



Parent Route

Close-up of Applewood Drive homes impacted by BBDS traffic



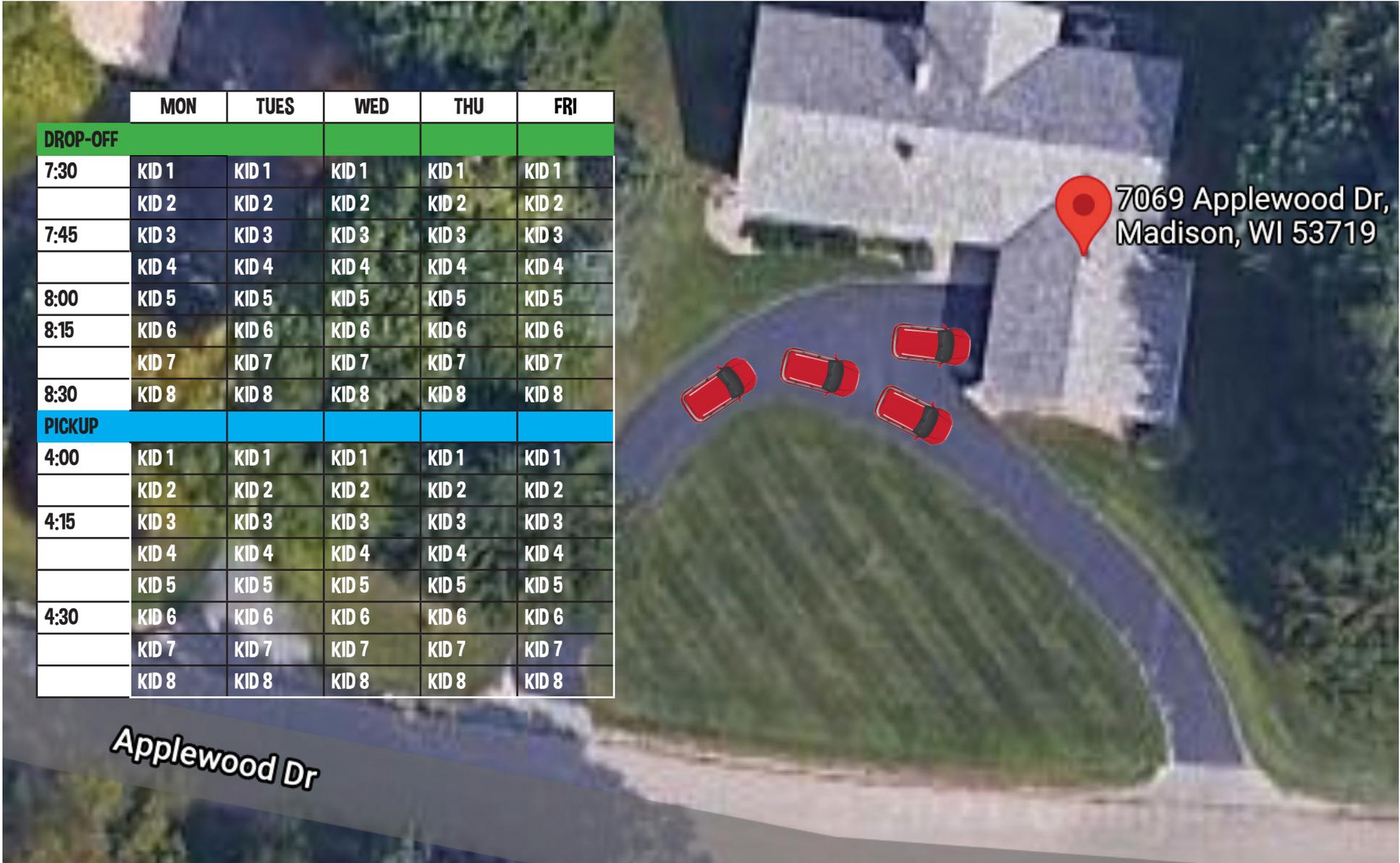


Staggered Drop-off Schedule

Maximum of 3 Parent Vehicles in Drive-way at a Time



	MON	TUES	WED	THU	FRI
DROP-OFF					
7:30	KID 1				
	KID 2				
7:45	KID 3				
	KID 4				
8:00	KID 5				
8:15	KID 6				
	KID 7				
8:30	KID 8				
PICKUP					
4:00	KID 1				
	KID 2				
4:15	KID 3				
	KID 4				
	KID 5				
4:30	KID 6				
	KID 7				
	KID 8				



BBDS Closures

As stated in our Policy Contract, BBDS is closed a total of 26 days for holidays and scheduled vacations. In addition, BBDS follows Middleton-Cross Plains Area School District for extreme weather closures.

If your child/ren is not going to be attending on their scheduled day or shall be later than their scheduled time please let the Director and Head Teacher know in the days before or by 8:00 am on the day of. If the Head Teacher is unaware of any scheduled changes the provider shall call designated numbers after 30 minutes of non-arrival to ensure safety of all. We prefer that all drop off and pick-ups will be outside of quiet time from 12:30-3:00 PM. If a pick-up or drop-off during this time is absolutely necessary **it needs to be pre-approved by the Director, not the lead teacher or teachers on site as this a disruption to sleeping children.**

The provider is entitled to two (2) weeks paid vacation days per year. Advanced notice will be given. The provider will be paid for one sick day if needed. The provider will also be allotted six (6) paid professional development days per calendar year (i.e. training, conferences, etc.).

All BBDS locations will determine closing due to extreme weather based on the Middleton-Cross Plains Area School District, the school district we are located in. However, if we believe the safety of our students and staff is not at risk we will use our discretion. We will send alerts via website posting, e-mail, text, etc. in a timely fashion. Parents are expected to pay any sick days, vacation days, snow days, or personal time off that they initiate or that are initiated by BBDS due to safety concerns for children or staff.

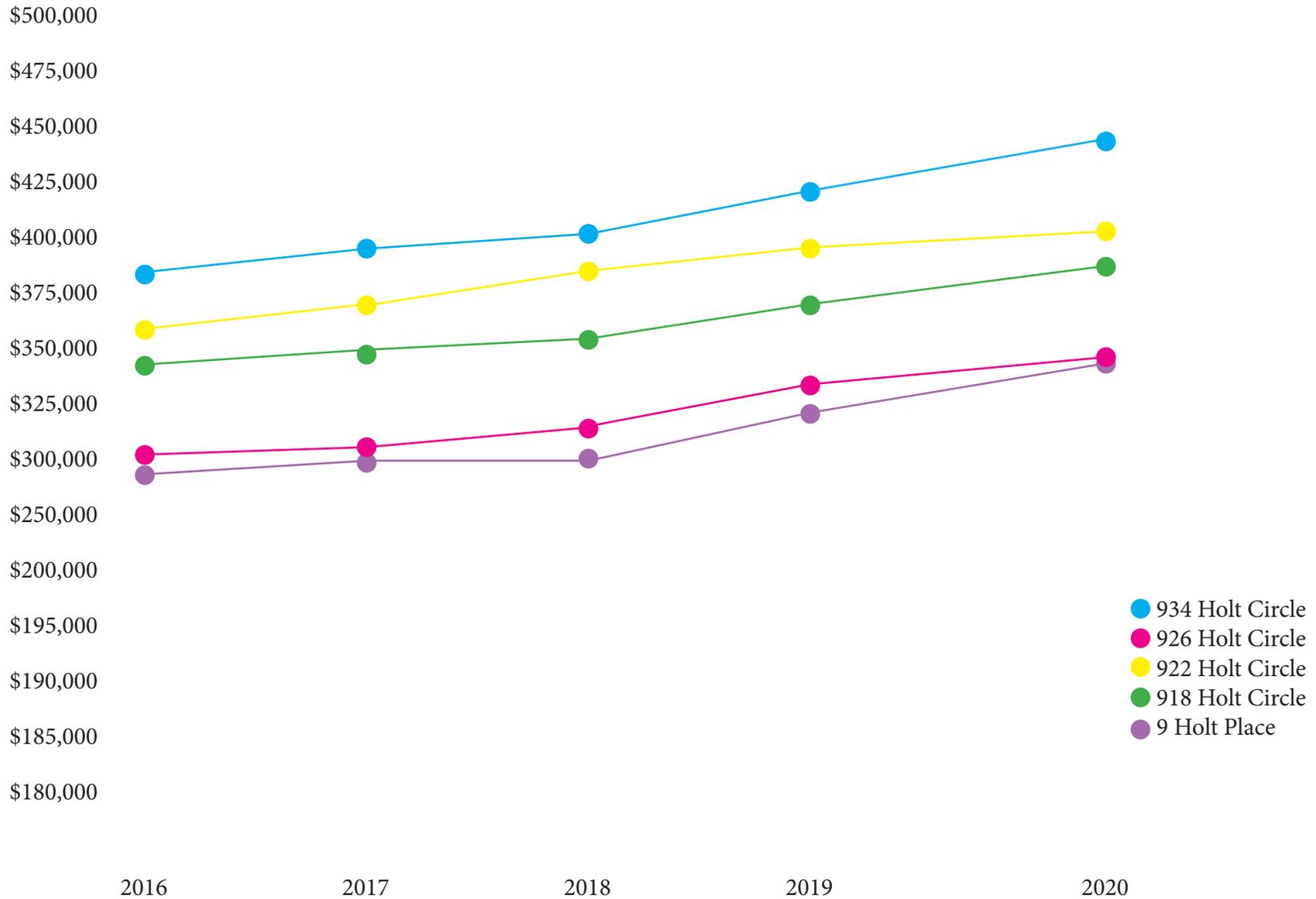
All BBDS locations will be closed during the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day and the day after or before, Labor Day, Thanksgiving and the Friday after, Christmas Eve Day, Christmas Day and New Year's Eve and New Year's Day. The provider will be paid for any of these holidays that fall within the child's normally scheduled hours. When a day(s) designated as a BBDS holiday falls on a weekend the scheduled day(s) off will be during the week as posted.

2021 CALENDAR

(BBDS1, BBDS2 , BBDS3, BBDS4 & BBDS5 Closures)

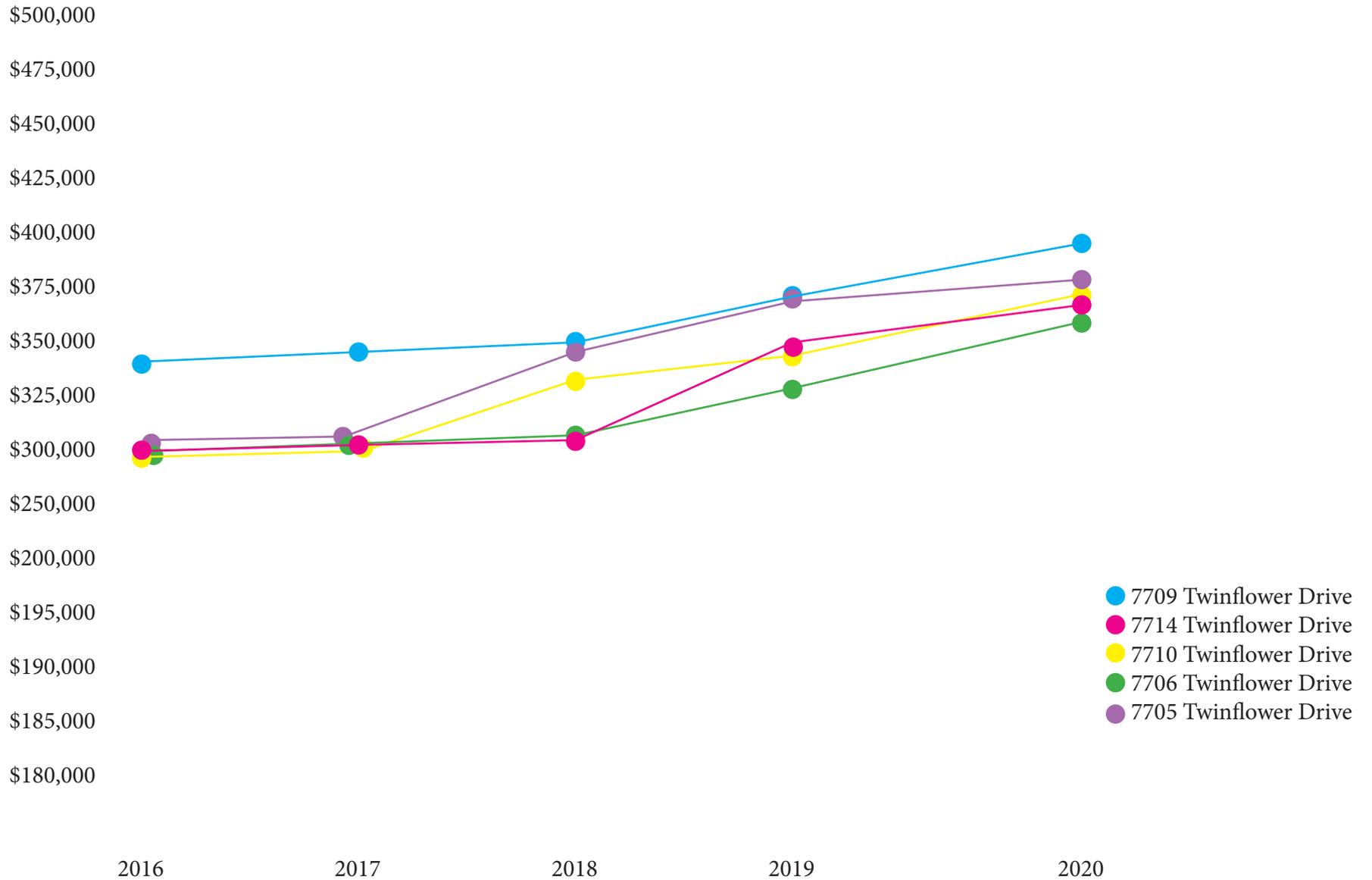
January 22	In-service Day #1
February 15	In-service Day #2
March 16	In-service Day #3
April 2	Good Friday
May 31	Memorial Day
June 2	In-service Day #4
July 5	Independence Day
August 2 - 6	Vacation #1
September 6	Labor Day
October 7	In-service Day #5
November 12	In-service Day #6
November 25, 26	Thanksgiving Holiday
December 21, 22	Vacation #2
December 23, 24	Christmas/Holiday Break
December 27, 28, 29	Vacation #2
December 30, 31	Happy New Year!

South Holt Circle Neighbors Total Assessed Value 2016-2020

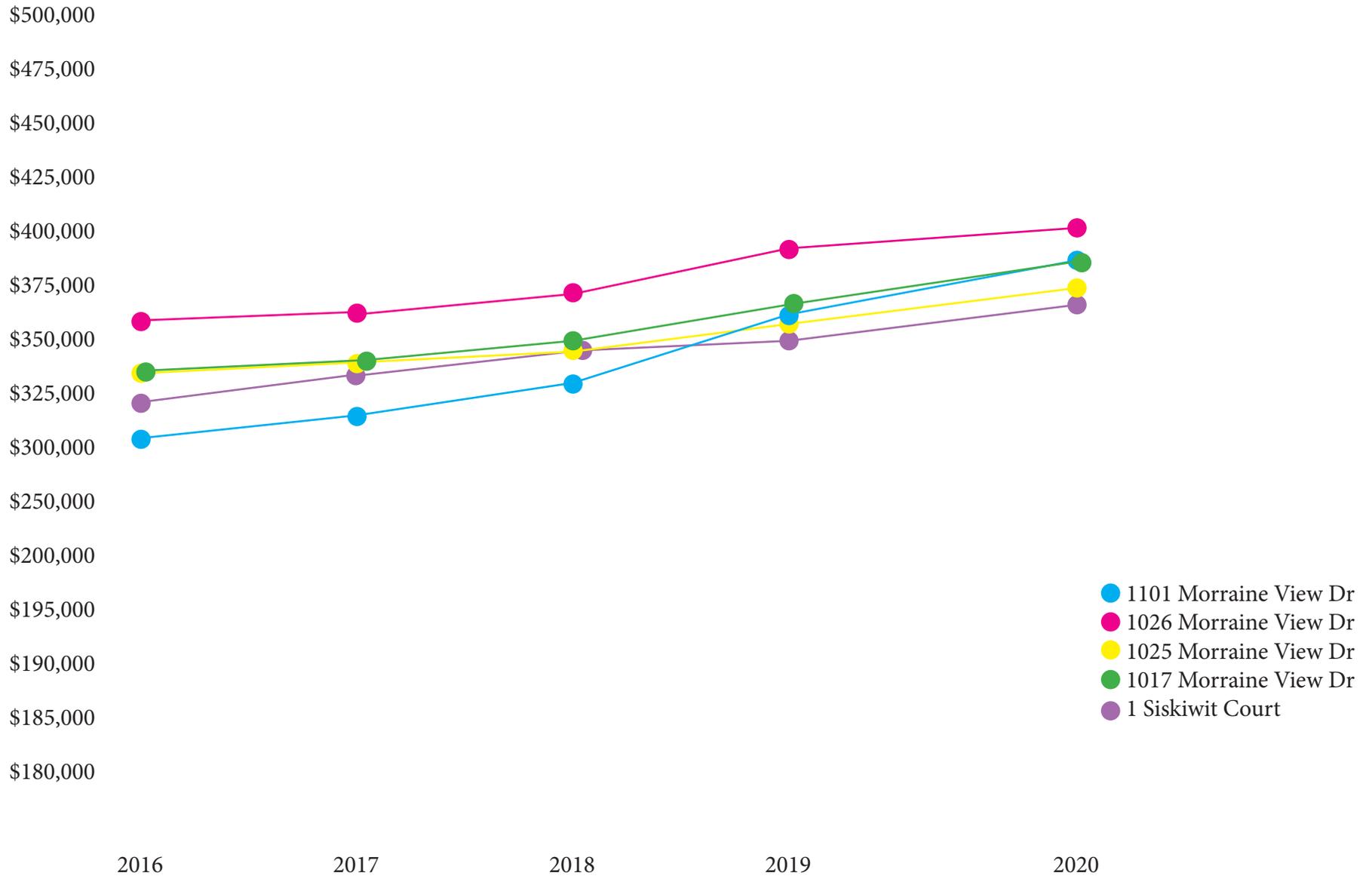


Twin Flower Dr Neighbors

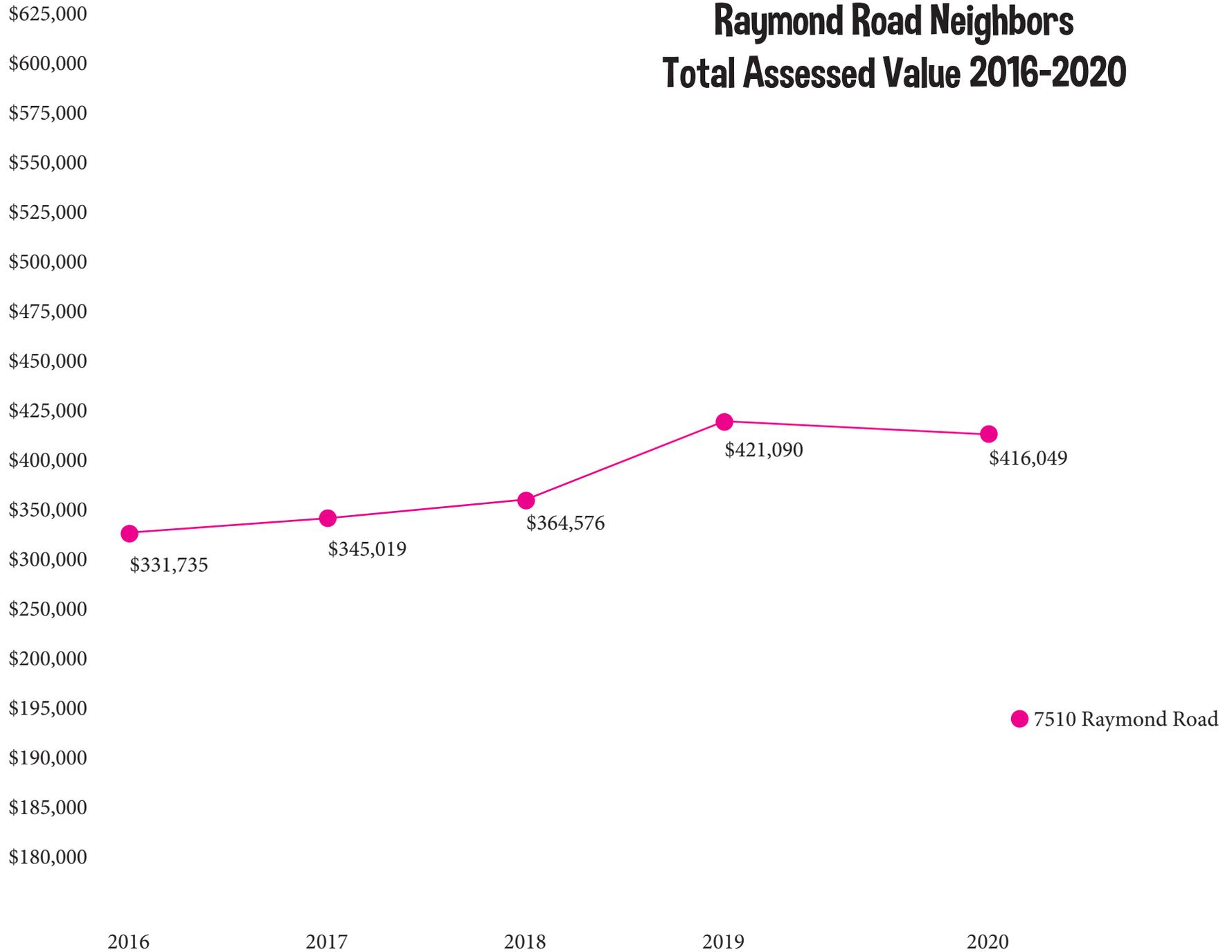
Total Assessed Value 2016-2020



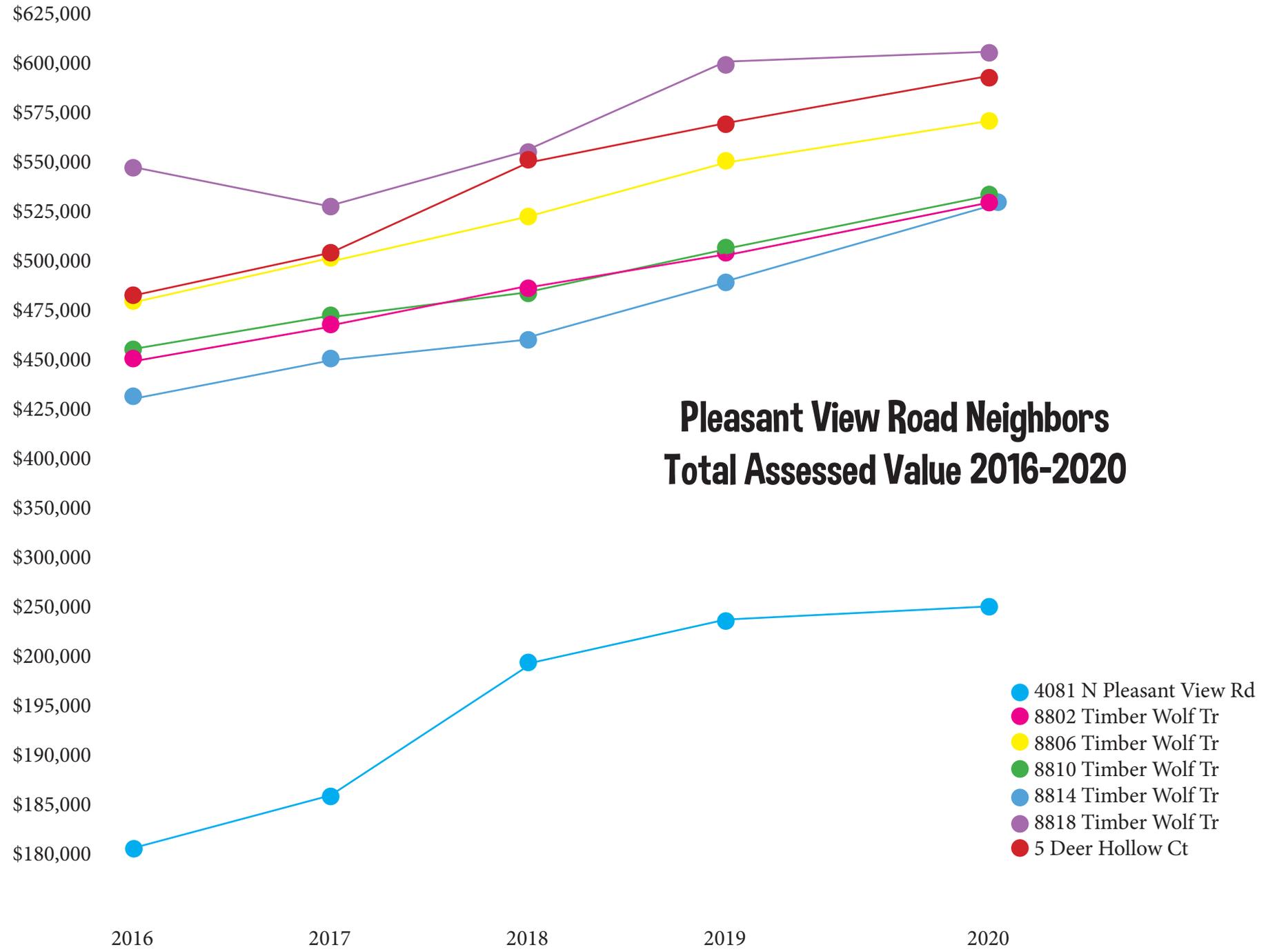
Morraine View Drive Neighbors Total Assessed Value 2016-2020

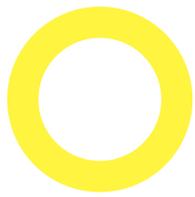


Raymond Road Neighbors Total Assessed Value 2016-2020



Pleasant View Road Neighbors Total Assessed Value 2016-2020





Children Noise

Applewood Drive homes with children in proximity to 7069 Applewood Drive

