

## City of La Crosse Human Rights Commission Complaint Form

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### COMPLAINANT INFORMATION (YOURSELF)

Name \* Dwayne Franklin  
Address \* 641 S Terrace Dr Wichita, KS 67218  
Phone 316-558-2061  
Email w1912f@gmail.com

### RESPONDENT INFORMATION (PERSON/PERSON(S) YOU FEEL HAVE DISCRIMINATED AGAINST YOU)

Name \* SB Edifice-Patrick Scheller  
Address \* PO Box 624  
Phone 608-769-7822  
Email sbehome@gmail.com

### TYPE OF DISCRIMINATION ALLEGED

Check the appropriate Category, indicate the Address or Location of facility you were denied the equal opportunity to use or enjoy, and the Basis of the alleged discrimination.

Applicants must be able to demonstrate that they were denied the equal use/enjoyment of a facility **located in the City of La Crosse.**

Category: \*  
 Housing  
 Place of Public Accommodation or Amusement [i.e. restaurant, hotel, retail shop]  
 City Facility

Address/Location: \* 1027 Rose St La Crosse, WI

Basis (Check all those you feel may apply):  
 Sex  
 Race  
 Religion  
 Age  
 Disability  
 Marital Status  
 Color  
 National Origin or Ancestry  
 Lawful Source of Income  
 Physical Appearance  
 Sexual Orientation  
 Gender Identity or Expression  
 Political Activity  
 Familial Status  
 Domestic Partnership  
 Student

### FACTS

To the best of your ability, give a detailed statement regarding the facts giving rise to this Complaint. The statement must include the date or dates of the alleged discrimination. City Ordinance provides that a written Complaint **must be filed within 180 days** after the complainant knew or should reasonably have known

that the alleged act or acts occurred. Additional pages may be attached to this form if necessary.

**Statement \***

To whom it may concern,

My wife (Alana Franklin) and I rented an apartment from Patrick Scheller and moved in around June 1, 2019. Lease was a year ending May 14, 2020 and then month to month. We suspected that there would be issues early on as we discovered a flying insect infestation the same month we moved in. We assumed they were entering through the bedroom window as it and every screen in the apartment was torn and had holes. We contacted Patrick multiple times via text messages/voicemail before he responded by text. We never got a resolution about this issue. In September 2019 we knocked on downstairs tenant Mark Warner's door to ask him if he could make room in the backyard for us to park our vehicle as Patrick told us to. Our lease states we have one assigned parking spot, Mark told us no and the whole backyard was his because he paid more in rent. Mark had six vehicles in the backyard preventing us from off street parking. Four vehicles and two recreational vehicles. Things went from bad to worse from then on. During Oktoberfest Mark parked one of his vehicles horizontally across the back drive preventing us from bringing our garbage/recycling to curb for pick up and parking in the back. We contacted the LCPD and made a report as Patrick did not return our calls, Mark was gone for a week. We continued to contact Patrick about Mark's behavior and Patrick continued to ignore us. Mark also had two dogs one unleashed and charged us every time we went outside. Mark let his dogs poop in front of our garbage/recycling bins and Patrick said he would talk to him but Mark continued in his behaviors. At the beginning of the pandemic I went to check mail and Mark was outside he stopped me and started a conversation. During this conversation Mark stated my wife and I were lucky no one busted our car windows, his apartment was broken into multiple times, he owned guns, he was a biker and asked me where my wife worked. I told my wife about the conversation. My wife bought mace because Mark's dog would charge us and our puppy when we brought him out to go potty. One day we brought our puppy out to potty and Mark appeared to be intoxicated. His dog charged us there was a verbal exchange and we told him to leash his dog. June 17, 2020 we brought our puppy out to potty Mark was intoxicated rushed up to my wife looked at her and yelled asking her what did she do to his dog? Up to this point this was the most heated exchange we had with Mark resulting in Mark going into his garage and coming back out with a hammer pointing it at my wife and telling her to take a f-ing picture. At this point we went up to our apartment and called the police. After this Patrick's resolution was to have us removed by putting us in a bigger and more expensive apartment which we think was the plan all along with Patrick and Mark for Patrick to get more money from us. The next day June 19, 2020 we filed a complaint with WCP and DWD Equal Rights Division. Patrick and Mark called the police on us twice about a noise complaint, criminal damage to a plant and a \$30 light fixture trying to cover their tracks, criminalize and make us out to be the aggressors. These claims were recanted by the LCPD and we were not charged with anything. June 22, 2020 Patrick serves us a non-renewal notice. The day after June 23, 2020 we left on the spur of the moment without a place to live and/or a destination.

Regards,

Dwayne Franklin

## City of La Crosse Human Rights Commission Complaint Form

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### COMPLAINANT INFORMATION (YOURSELF)

**Name \*** Alana Franklin  
**Address \*** 841 S Terrance Dr  
**Phone** 3167495823  
**Email** frank1206a@gmail.com

### RESPONDENT INFORMATION (PERSON/PERSON(S) YOU FEEL HAVE DISCRIMINATED AGAINST YOU)

**Name \*** Patrick Scheller-SB Edifice  
**Address \*** PO Box 624 La Crosse, WI 54602  
**Phone** 608-769-7822  
**Email** sbehome@gmail.com

### TYPE OF DISCRIMINATION ALLEGED

Check the appropriate Category, indicate the Address or Location of facility you were denied the equal opportunity to use or enjoy, and the Basis of the alleged discrimination.

Applicants must be able to demonstrate that they were denied the equal use/enjoyment of a facility **located in the City of La Crosse.**

**Category: \***

- Housing
- Place of Public Accommodation or Amusement [i.e. restaurant, hotel, retail shop]
- City Facility

**Address/Location: \*** 1027 Rose St  
La Crosse, WI 54603

**Basis (Check all those you feel may apply):**

- Sex
- Race
- Religion
- Age
- Disability
- Marital Status
- Color
- National Origin or Ancestry
- Lawful Source of Income
- Physical Appearance
- Sexual Orientation
- Gender Identity or Expression
- Political Activity
- Familial Status
- Domestic Partnership
- Student

### FACTS

To the best of your ability, give a detailed statement regarding the facts giving rise to this Complaint. The statement must include the date or dates of the alleged discrimination. City Ordinance provides that a written Complaint **must be filed within 180 days** after the complainant knew or should reasonably have known

that the alleged act or acts occurred. Additional pages may be attached to this form if necessary.

**Statement \***

To Whom It May Concern:

My husband (Dwayne Franklin) and I are an interracial married couple in our forties, my husband being African American and myself Caucasian. We rented a one bedroom apartment from Patrick Scheller at 1027 Rose St, La Crosse beginning June 1, 2019. We suspected there were going to be issues with this not long after we moved in as we encountered a flying insect infestation. We thought they were coming in through the windows as the screens in all windows were torn and had holes. We contacted Patrick a few times multiple times via text messages/voicemails before he responded back by text. He blamed us for being dirty by having rotten fruit in the garbage and that the bugs were because of our trash. He brought over a temporary screen and that did not resolve the problem as reported to Patrick however he never resolved this issue. In Sept 2019 we knocked on downstairs tenant Mark Werner's door to ask him if he could make room in the backyard for us to park our vehicle as Patrick told us to. Our lease states we had one assigned parking spot. Mark told us no as the backyard was his because he paid more in rent. Mark had 4 older vehicles, and two recreational vehicles preventing us from off-street parking. After this things went from bad to worse from then on. We sent this matter to our landlord Patrick with many messages including pics of Mark parking one of his vehicles horizontally across the back drive preventing us from parking out back and bringing our garbage & recycling to the alley for collection. We had contacted the La Crosse PD and made a report because Patrick was not responding to our messages regarding all of this, the LCPD informed us this was a civil matter. Mark was gone for nearly a week. We continued contacting Patrick about Mark's behavior: Mark's small dog charging us as we came and went, leaving dog poop in front of our garbage cans from his two dogs and Patrick continued to ignore us. We continued to message and call Patrick also from September to December 2019 regarding parking one of our vehicles out back, the last messages he stated was park where we can and he's dealing with downstairs neighbor, no resolution came through and we had to deal with alternate street parking all winter. Come March 2019 Mark Werner caught my husband outside while going to check the mail at the beginning of the Covid pandemic and started a conversation. During this conversation Mark stated to my husband we were lucky no one busted out the windows on our car, his apartment was broken into multiple times, he owned guns and he was a biker. This conversation continued to include Mark asking my husband where exactly do I work and he (Mark) may be getting evicted. One day we brought our puppy out to potty and Mark's little dog charged us so I bought a can of mace to protect us and our puppy. Mark's dog was not leashed and his dog charged us, and we told him to leash him resulting in a verbal exchange. These issues continued to escalate to having heated exchanges with Mark visually and behaviorally being intoxicated on June 17, 2020 when we brought our puppy out to potty. This is where things got so intense with my nearly spraying his little dog and he approached me very aggressively screaming and demanding to know what I did to his dog. I told him to get his dog under control, and he appeared to not be backing down so I went back into our apartment to get my phone to record Mark's behavior. I then witnessed Mark go into the garage and he came out brandishing a hammer a mere few yards from me while pointing it and yelled at me to take a f-ing pic. We called the LCPD in this matter. The next morning we called our landlord Patrick Scheller to notify him of this whole ordeal, in this conversation Patrick stated Mark never had any issues with any other tenants till us, so being an interracial couple this demonstrates racism. Patrick refused to speak with us any further on this matter stating this between us and downstairs tenant were irreconcilable and he is going to vacate us (and can do so without a reason), but he then said we were good tenants and attempted to move us to a bigger and more expensive apartment which we think was the plan all along to get us to pay more. Patrick and Mark called the police on us twice with one being recanted (noise complaint) and damage to a plant all in an attempt to cover their tracks and criminalize us. These claims were recanted and we were not charged with anything, learning that Patrick was told by LCPD said this was all a civil matter. On June 19, 2020 we filed complaints on Patrick Scheller DBA SB edifice to Wisconsin Consumer Protection and DWD Equal Rights Division. On June 22, 2020 Patrick in retaliation to this delivered a nonrenewal of lease notice. We left one the spur of the moment, leaving without a place to live or destination, surrendering our pets rescues. I believe Patrick (and Mark) discriminated against me as a woman, with the mentality that women are subservient to men, and their attempt to extort more money out of us for financial gain for Patrick.

Alana Franklin



**Lehrke, Teri**

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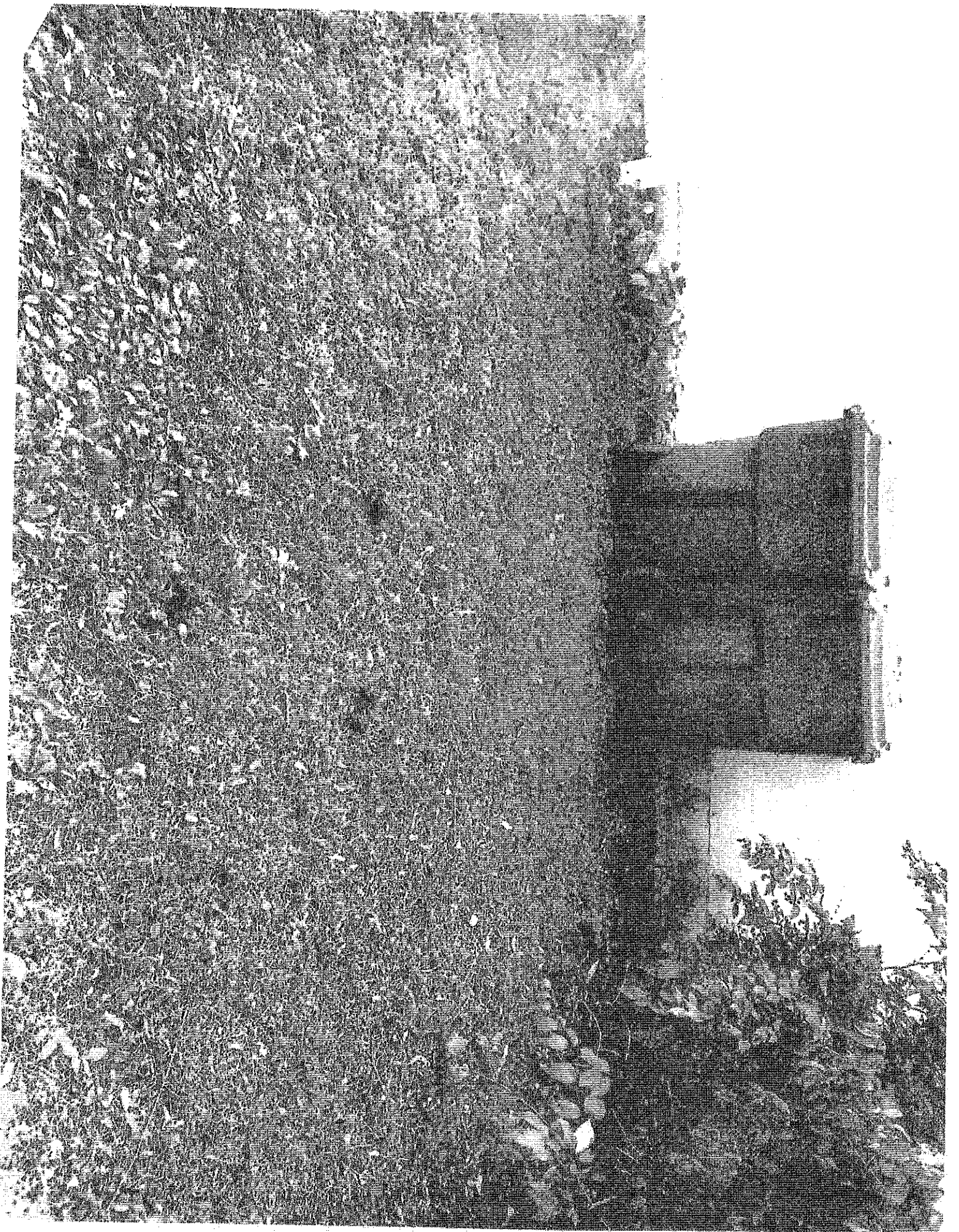
**From:** frank1206a <frank1206a@gmail.com>  
**Sent:** Thursday, August 20, 2020 11:20 PM  
**To:** ZZ City Clerk  
**Cc:** w1912f@gmail.com  
**Subject:** Franklin final supporting docs  
**Attachments:** Franklin supporting docs 3.pdf

\*\*\* CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. \*\*\*

Hello,  
We have one more file to add to our complaint, from Dwayne & Alana Franklin.

Sent from my Samsung Galaxy smartphone.



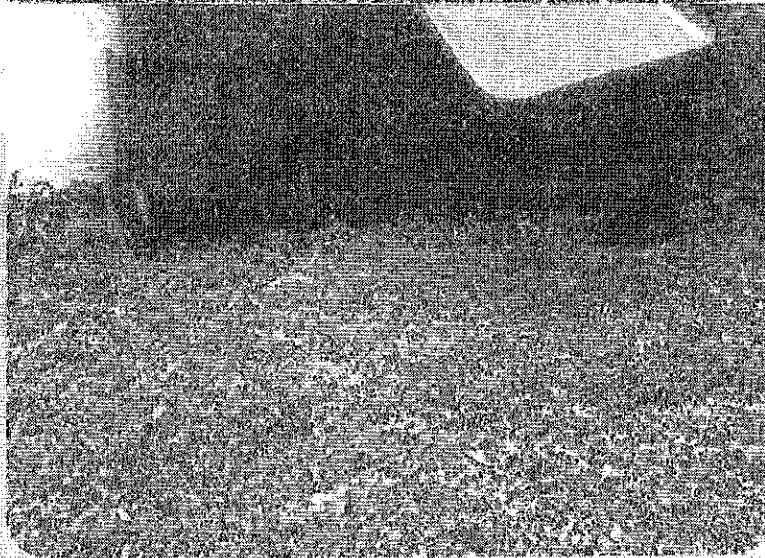
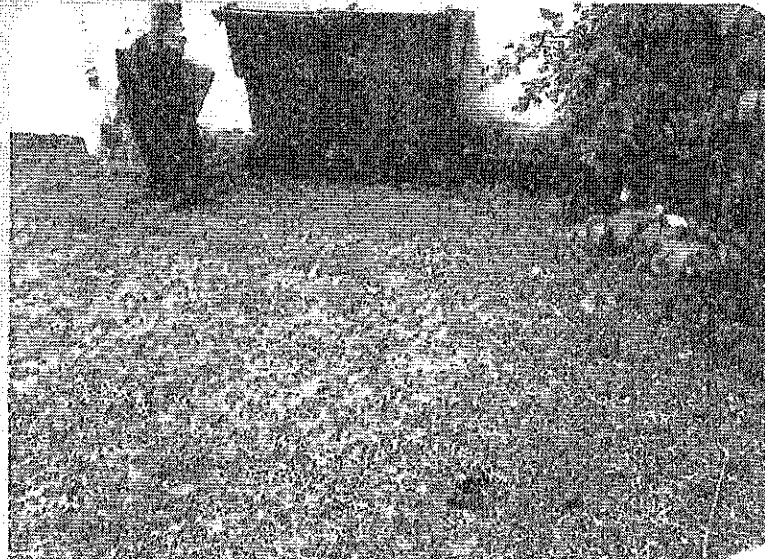


< Patrick- La Crosse La...  
6087698502



This is Wayne & Alana at 1027 Rose Street. We need to speak with you regarding parking one of our vehicles out back, thank you.

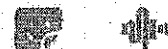
9:03 AM



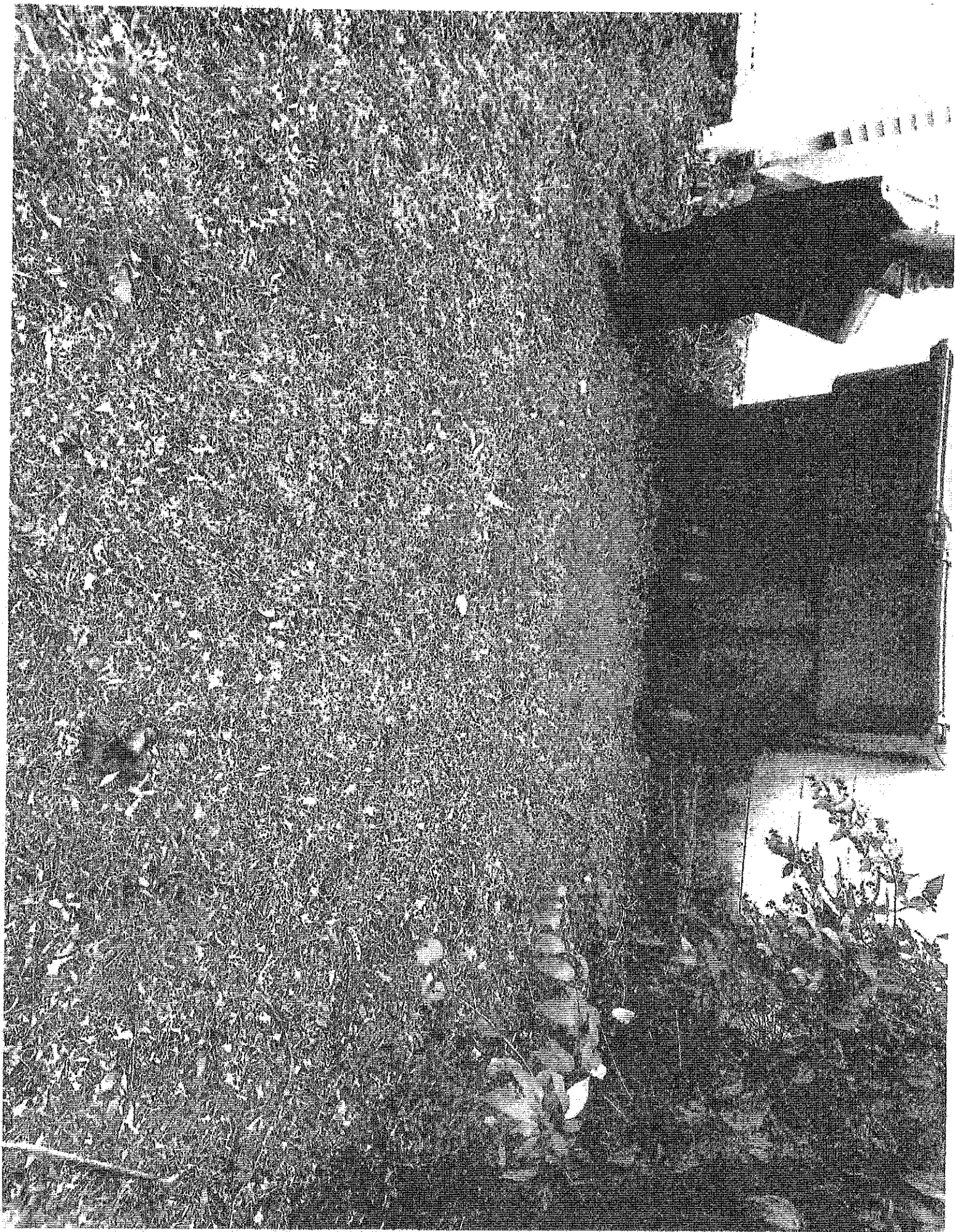
MMS  
10:41 AM

2 piles of fresh new dog poop by our garbage and recycling containers.

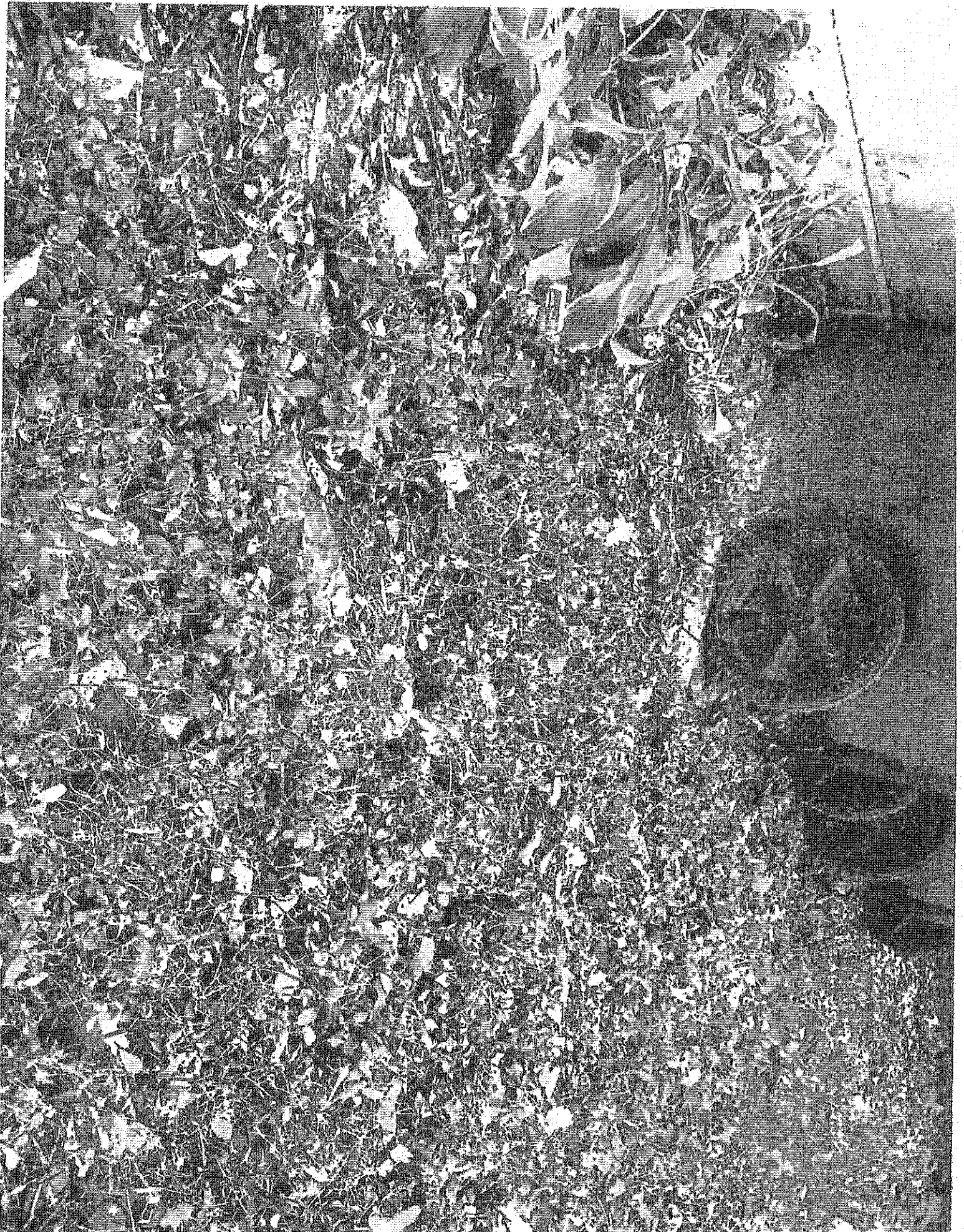
+ Enter message



















**Lehrke, Teri**

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**From:** frank1206a <frank1206a@gmail.com>  
**Sent:** Thursday, August 20, 2020 11:30 PM  
**To:** ZZ City Clerk  
**Subject:** Franklin complaint supporting docs  
**Attachments:** Franklin supporting docs 1.pdf

\*\*\* CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. \*\*\*

Hello,  
We received a message back to our email stating the attachments were too large so we have to send these in multiple emails...one more message to follow.

Regards,

Dwayne & Alana Franklin

Sent from my Samsung Galaxy smartphone.



Drop Box 1114 Gillette

Excel Energy

RENTAL AGREEMENT SBE LLC/ PSBT INVESTMENTS LLC

Fleming-SHELLER [sbehome@gmail.com](mailto:sbehome@gmail.com) 608-769-7822

Tenant phone #'s: Alana: 507-279-3157 Dwayne: 507-279-3157

**THIS AGREEMENT** made this 14<sup>th</sup> day of May, 2019 by and between SBE Edifice LLC owner Patrick Scheller herein called "Landlord," and Alana Hughes and Dwayne Franklin and herein called "Tenant." Landlord hereby agrees to rent to Tenant the dwelling located at 1027 Rose Street, La Crosse, Wisconsin 54603 under the following terms and conditions.

**FIXED-TERM AGREEMENT (LEASE):**

Tenants agree to lease this dwelling for a fixed term of *one year* beginning June 1, 2019 and ending May 28, 2020. Upon expiration, this Agreement shall become a month-to-month agreement **AUTOMATICALLY**, UNLESS either Tenants or Owners notify the other party in writing at least 30 days prior to expiration that they do not wish this Agreement to continue on any basis.

**RENT:**

Tenant agrees to pay Landlord as base rent the sum of **\$550.00** per month and **\$15.00** pet fee, totaling, **\$565.00** due and payable monthly in advance on the 1st day of each month during the term of this agreement. The first month's rent is required to be submitted on or before move-in.

**FORM OF PAYMENT:**

Tenants agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord.

**RENT PAYMENT PROCEDURE:**

Tenants agree to pay their rent by mail to the Landlord: SBE Edifice LLC, PO BOX 624, La CROSSE, WI 54602 or put in drop box (if you have one).

**RENT DUE DATE:**

Tenant hereby acknowledges that late payment will cause Landlord to incur costs not contemplated by this Rental Agreement. We allow for a 4-day grace period. In the event rent is not received prior to the 5<sup>th</sup> of the month, Tenant agrees to pay a **\$25.00** late fee, plus an additional **\$5.00** per day for every day thereafter until the rent is paid. (Call Pat 608 769 7822)

**BAD-CHECK SERVICING CHARGE:**

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay a returned check charge of **\$40.00** AND accept whatever consequences there might be in making a late payment. If for any reason a check is returned or dishonored, all future rent payments will be cash or money order.

**SECURITY DEPOSIT:**

Tenants hereby agree to pay a security deposit of one month's rent plus first and last month's rent, with security deposit to be refunded upon vacating, returning the keys to the Landlord and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. No interest will be paid on this money. It will be held intact by Landlord until at least 21 days after Tenants have vacated the property the Landlord will inspect the premises thoroughly and assess any damages and/or needed repairs. This deposit money minus any necessary charges for missing/dead light bulbs, repairs, cleaning, late fees, etc., will then be returned to Tenant with a written explanation of deductions.

Ag rapour / Kwik Trip / Great Lake Cheese  
Reinhart

**INVENTORY AND INSPECTION RECORD:**

An inventory and inspection record has been provided for the Tenants' use. Only after this has been filled out (within the 3-day time limit) will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at the time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, etc. will either be in working order or will be repaired once the Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

**BALCONIES AND PORCHES:**

If your unit has a balcony, deck, or porch do not allow more than TWO people on the structure at one time.

**TENANT RESPONSIBILITY:**

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property.

**ALTERATIONS:**

Tenant shall make no alterations, decorations, additions, or improvements in or to the premises without Landlords' prior written consent, and then only by contractors or mechanics, or other approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

They acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow of water and/or sewage pipes, broken windows or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

**VEHICLES & GARAGE USE:**

Tenants agree to keep a maximum of 1 vehicle on premises or in the garage. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil drippings. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Landlords' written permission.

**UTILITIES:**

Resident will be responsible for payment of services and utilities listed below incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement. The Landlord/Owner agrees to only pay water, garbage, and sewer bills.

**SERVICES:** Landlord shall be responsible for the following utilities and services in connection with the premises ~~-Water and sewer and garbage disposal~~

Tenant shall be responsible for the following utilities and services in connection with the Premises:

Heat

Gas

Electricity

All other utilities and services not listed under the Landlords responsibility

Tenant acknowledges that Landlord has fully explained to the Tenant the utility rates, charges and service(s) for which Tenant will be required to pay (if any), other than those to be paid directly to the utility company furnishing the service.

**PETS:**

~~One Pet is allowed on the premises as agreed by with Landlord's permission.~~ When possession of the property is given to the Tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, owners are required to pay an ~~additional fee of \$15.00 per month per pet.~~

If problems with pets occur there are several ways, it may be handled depending on the events. If the pet is anyway dangerous it will not be allowed on the premises. In the event of the owner being negligent in regards to clean-up or allowing access to areas that the pet could damage the tenant will be fined or money will be taken from the deposit. If the pet is a nuisance in anyway the landlord may make suggestions to how the pet is cared for or may require the tenant to attend a training course to be approved by the landlord.

Pets are never to be allowed in the yard unsupervised. Cleaning up after the pet is necessary immediately following defecation. Constant barking will not be permitted.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 45 days' written notice to Tenant that the Premises have been sold.

**WAIVER:**

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

**TERMS:**

In this agreement, the singular number where used will include the plural, the masculine gender will include the feminine, the term Owner will include Landlord, Lessor; and the term Resident will include Tenant, Lessee.

**FULL DISCLOSURE:**

The Tenants signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgement and he/she has received a signed copy of the Rental Agreement.

**36. CONDITION OF PREMISES:**

The Tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to the Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy. The premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices.

Tenant(s) acknowledges the smoke and carbon monoxide detectors were tested their operation explained by Owner/Landlord at the time of initial occupancy and that the detectors in the

**CLEANING FEE**

Tenant hereby agrees to accept property in its present state of cleanliness. They agree to return the property in the same condition or pay cleaning fee if the Landlord has to have the property professionally cleaned, re-carpeted, etc.

**REMOVAL OF LANDLORD'S PROPERTY:**

If anyone removes any property belonging to Landlord without the express written consent of the Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action.

**CHANGES IN TERMS OF TENANCY:**

*(This paragraph applies only when this Agreement is or has become a month-to-month agreement).* Owners shall advise Tenants of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

**TENANT COOPERATION:**

Tenant agrees to cooperate when the Landlord is showing property to prospective tenants, prior to termination of occupancy.

**TENANT INSURANCE:**

Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenants agree to purchase insurance – at their own expense – sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

**ABANDONMENT or EVICTION:**

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which have remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to dispose of any personal property that the Residents have left behind.

**OCCUPANTS:**

The number of occupants is limited to the primary tenants only the Tenants may live in this dwelling. Any additional residents residing in said dwelling for more 7 DAYS continuously must be added to this lease and receive written permission from the Landlord, subject to the same restrictions as the tenants, i.e. they must fill out an application. Nurses or maids required to care for the Tenants during an illness are an exception from this provision.

**LOCK POLICY:**

**No additional locks** will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at tenants' expense before they are installed.

**LOCKOUTS:**

Should tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call upon professional locksmith or the Owners to let them in. In either case, they are responsible for payment of the charges and/or damages involved.

**NOTIFICATION OF SERIOUS BUILDING PROBLEMS:**

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity. Tenants also agree to notify the Owners immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc. If the tenant does not notify landlord in a prompt matter the tenant may be held financially responsible.

**REASONABLE TIME FOR REPAIRS:**

Upon being notified by Tenants that there is some building defect in which is hazardous to health, life, or safety, Owners shall undertake repairs as soon as possible. Should there be a delay of more than seventy-two (72) hours in making repairs, due to difficulty in scheduling the work or obtaining parts or for any other reason beyond the Owners' control, Owners agree to keep Tenants informed about the progress of work.

**DRAIN STOPPAGES:**

As of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, baby wipes, adult wipes, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Tenants agree to pay for clearing the drains of any and all stoppages except those that the plumber who is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots, or acts of God. Please use a drain filter to save unnecessary time & money with repairs.

**BACKYARD & GARDENS:**

The Tenants agree to never use any form of pesticides (including rat poison, roach sprays, etc), or fertilizers unless written permission is granted from the Landlord.

**NON-LIABILITY:**

The Tenants hereby state that work or repairs that need to be done will be handled by competent professionals, unless Tenants are qualified and capable of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations and have written approval from the landlord. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. Landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the Tenants' capacity, they are urged to arrange for professional help.

**DISCLOSURE OF LANDLORD/AGENT**

The management company is SB Edifice LLC or PSBT LLC. This company may be represented at various times by its employee (s) or the Owner for the purpose of receiving and receipting notices and demands and for the service of process.

**ACCESS TO PREMISES:**

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of the Owner's intent to enter shall be given to the Resident.

**SUBLETTING & ASSIGNMENT:**

Tenants shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission. Prospective sub lessees or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification as well as the obligation to pay a non-refundable \$25 application fee. Permission to sublease will be determined by the sole discretion of the Landlord.





SB Edifice LLC, PSBT LLC, Fleming Scheller  
Investments

Owner Patrick Scheller

**Assessment of Condition of Rental Property**

This checklist will help you protect your initial deposit. Within five days of moving in and Using the key to the right, fill in the letter that best describes the condition of your unit when you begin your lease, and then give a copy of this checklist to your landlord to be filed away. When you move out, request this checklist from your landlord, fill in the "End of Lease" column, and then return it to your landlord. Your landlord may want to corroborate your assessment using the "Landlord's end-of-lease assessment" column.

**Key**

Missing	<b>M</b>
Good condition	<b>G</b>
Scratched	<b>S</b>
Damaged	<b>D</b>
Broken	<b>B</b>
Repair needed	<b>R</b>

Exterior	Beginning of lease	End of lease	Landlord's end-of-lease assessment	Comments
Front door				
Front screen door				
Back door				
Back screen door				
Screens and storm windows				
Windows and frames				
Mailbox				
Doorbell				
Apartment number				
Garbage container				
Recycling containers				
Security intercom				
Other				

Kitchen	Beginning of lease	End of lease	Landlord's end-of-lease assessment	Comments
Windows				
Blinds/curtains				
Floor				
Walls				
Ceiling				

Landlord-Patrick



Mobile

(608) 769-7822



Home

sbehome@gmail.com



Connected via



September 27

Sent multimedia message/Mobile



Sep 27 3:47 PM

Outgoing call/Mobile

Me

8:56 AM, Sep 15

**(No subject)**

This is Alana and Wayne at 1027 Rose Street in La Crosse. Per your direction about parking in the back when we signed our lease on May 14, 2019 you said to talk to Mark the downstairs tenant and he will accommodate us parking out back off the alley in the backyard. In the lease it does state we have an assigned parking spot and one vehicle is permitted per unit. We talked to Mark yesterday and he said no because he pays more in rent than we do and the backyard is all his. We attempted to reason with him but he still said no. He has 3 vehicles parked out there right now and said he is going to park his pickup truck before winter in addition to the 3 back there already for a total of 4 vehicles and is not willing to make room for us to park out back. He said his camper and boat are permanently out in the backyard also. We were not told about the public street parking and don't have time to deal with parking tickets when we have an off street parking option per our lease. We would hate to have to escalate this situation.



Copy text



Share



< Patrick- La Crosse La...  
+16087697822



This is Alana and Wayne at 1027 Rose Street in La Crosse. Per your direction about parking in the back when we signed our lease on May 14, 2019 you said to talk to Mark the downstairs tenant and he will accommodate us parking out back off the alley in the backyard. In the lease it does state we have

MMS  
8:56 AM

View all



Monday, September 16, 2019

**P** Thank you for your message, i will deal with him directly.

5:20 PM

5:21 PM Ok thanks.

Monday, September 23, 2019

What is the solution on this parking matter?

7:28 PM

Tuesday, September 24, 2019

**P** Park where you can for right now, I'm dealing with it thank you. Avoid conflict if at all possible.

9:31 AM

+ Enter message



< Patrick- La Crosse La...  
6087698502



Hi, this is 1027 Rose St. Here is the picture showing the downstairs tenants white Ford Focus with expired tags.

MMS  
5:43 PM

Wednesday, October 16, 2019



Got it. I talk to mark he said he was going to move his truck back out on the street, so you had Room to get your garbage out. Also he will care for the dog poop a to let me know how it goes

7:53 AM

And what about us parking one of our vehicles out back?

7:57 AM

Saturday, October 19, 2019

This is Wayne & Alana at 1027 Rose Street. We need to speak with you regarding parking one of our vehicles out back, thank you.

9:03 AM

+ Enter message



(NO SUBJECT)

4:14 PM Sep 27, 2019


This is Alana and Wayne at 1027 Rose St. The downstairs neighbors are clearly having some mental issues and possessive of the backyard and driveway. They have backed their white pickup in front of our garbage and recycling bins where it's going to be limited space to get to and around. They have also parked one of their white cars horizontally across the driveway in the backyard off the alley. Their behavior is becoming very aggressive and immature. This has been an ongoing situation for nearly two weeks when we first contacted you about this and has become very ridiculous. We did not sign up for this. Had we known this we wouldn't have moved in here. We believe you are aware of this/them and did not disclose this information to us. All we wanted was our one assigned parking spot which is stated in our lease. If you made them make space for us

with their behavior we wouldn't


# < History

 Yesterday 10:44 AM  
Sent multimedia message/Mobile


---

 Yesterday 10:40 AM  
Outgoing call/Mobile  
1 min 17 secs


---

 Sep 27 5:28 PM  
Sent multimedia message/Mobile


---

 Sep 25 7:20 PM  
Outgoing call/Mobile  
0 mins 7 sec

---

 Sep 25 9:52 AM  
Received message/Mobile  
Thank you for the photo's.


---

 Sep 24 5:40 PM  
Sent multimedia message/Mobile


---

 Sep 24 5:39 PM  
Sent multimedia message/Mobile

---

 Sep 24 5:39 PM  
Sent multimedia message/Mobile

---

 Sep 24 5:25 PM  
Sent message/Mobile  
Thank you. We have no plans in corresponding

# < History



Sep 24 5:39 PM

Sent multimedia message/Mobile

---



Sep 24 5:25 PM

Sent message/Mobile

Thank you. We have no plans in corresponding with

---



Sep 24 9:31 AM

Received message/Mobile

Park where you can for right now, I'm dealing wit

---



Sep 23 7:28 PM

Sent message/Mobile

What is the solution on this parking matter?

---



Sep 16 5:21 PM

Sent message/Mobile

Ok thanks.

---



Sep 16 5:20 PM

Received message/Mobile

Thank you for your message, i will deal with him

---



Sep 14 4:45 PM

Outgoing call/Mobile

1 min 24 secs

---



Jun 28 10:20 AM

Outgoing call/Mobile

1 min 9 secs





< Patrick- La Crosse La...  
+16087697822



(P) Are you sure you don't have some fruit flies from like could perhaps from the garbage or something. Is there some gaps around the window that allow them to get in when it's shut

4:14 PM

No they are not fruit flies. The are holes all over in the bottom of the screen and torn out in corners. We're tried the temporary screen but there are still gaps they can still get in. It's hard to explain but they are getting in with the window open or closed.

4:20 PM

(P) Yes I guess I'm a bit puzzled that if the window is closed the screen would make any difference.

7:22 PM

Sunday, September 15, 2019

This is Alana and Wayne at 1027 Rose Street in La Crosse. Per your direction about parking in the back when we signed our lease on May 14, 2019 you said to talk to Mark the downstairs tenant and he will accommodate us parking out back off the alley in the backyard. In the lease it does state we have

+ Enter message



Patrick- La Crosse La...  
+16087697822



Monday, September 16, 2019

**P** Thank you for your message, i will deal with him directly.

5:20 PM

5:21 PM

Ok thanks.

Monday, September 23, 2019

7:28 PM

What is the solution on this parking matter?

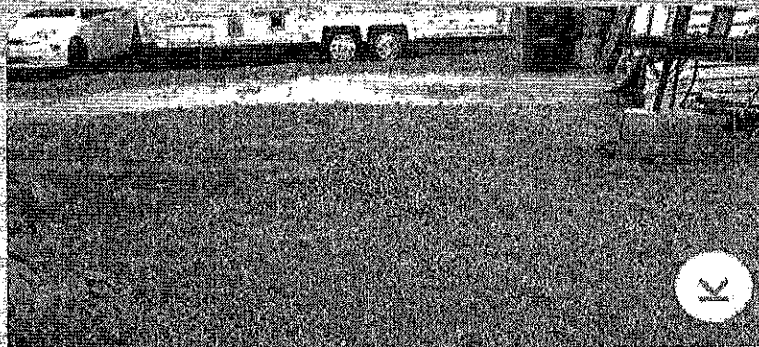
Tuesday, September 24, 2019

**P** Park where you can for right now, I'm dealing with it thank you. Avoid conflict if at all possible.

9:31 AM


5:25 PM

Thank you. We have no plans in corresponding with him going forward.



+ Enter message



 Me

2:51 PM, Jul 1

Hi, this is Alana and Wayne at 1027 Rose St. You messaged you would stop by this past Saturday morning to do something about bedroom screen which has created a gnat problem. That's where we think they're coming in at. We missed you and assumed something came up. We hate to bother and tried patching it up but still have gnat problem. We tried seeing if we could take screen out from inside so we can fix ourselves with no success and don't have ladder to get to window from outside. If you would please contact us about this matter we would truly appreciate it. Once again sorry to bother. Thanks



Copy text



Share



< Patrick- La Crosse La...  
+16087697822



Friday, June 28, 2019

Hi this is Alana & Wayne at 1027 Rose St. We have an issue with the bedroom window screen that needs fixing, we tried to patch it up and it didn't work and now we have a gnat infestation in the bedroom. We wouldn't be bothering you if we could fix it ourselves but there is no way around it, needs a

4:27 PM

View all



Also if you can give us the information to deposit a money order directly to a bank, we would feel better doing it that way. Thanks.

4:29 PM

Saturday, June 29, 2019



I'll bring you over a temporary screen this morning as well as a bug bomb to bomb your bathroom it would assume with this heat and you probably have your windows closed now in the AC on?

9:33 AM

This is for the bedroom. We have bug spray, no need for the bug bomb.

+ Enter message



< Patrick- La Crosse La...  
+16087697822



This is for the bedroom. We have  
bugspray, no need for the bug bomb.

9:35 AM And yes we have the AC on.

Monday, July 1, 2019

Hi, this is Alana and Wayne at 1027  
Rose St. You messaged you would  
stop by this past Saturday morning  
to do something about bedroom  
screen which has created a gnat  
problem. That's where we think  
they're coming in at. We missed you  
and assumed something came up.  
We hate to bother and tried patching

2:51 PM

View all



Put a screen outside you are door  
that you can just put under the  
window if you open it. Assume  
sucks if the windows closed you're  
not having any nap problem correct

3:14 PM

4:06 PM

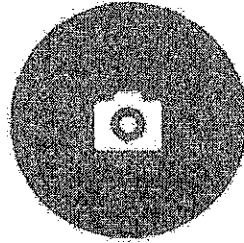
Yes we are still have a gnat problem.

4:07 PM

Even with the window closed they  
are still getting in.

+ Enter message





Patrick- La  
Crosse Landlord



(608) 769-7822



Mobile

(608) 769-7822



Work

Landlord-Patrick

Mobile (608) 769-7822

Home sbehome@gmail.com



History



QR code



Edit



Share



< Me

4:27 PM, Jun 28



Hi this is Alana & Wayne at 1027 Rose St. We have an issue with the bedroom window screen that needs fixing, we tried to patch it up and it didn't work and now we have a gnat infestation in the bedroom. We wouldn't be bothering you if we could fix it ourselves but there is no way around it, needs a whole new screen. If you can please get back to us, thanks.



Copy text



Share



< Patrick- La Crosse Landlord  
6087697822



Tuesday, October 8, 2019

**P** I've left you a message on your VM. 9:40 AM

This is 1027 Rose St. When you call this number you address my fiance Wayne too, his name is also on this lease.

5:57 PM

Wednesday, October 9, 2019

This is 1027 Rose St. Since we're being deprived from bringing garbage and recycling bins to alley for pickup because downstairs tenants vehicles are blocking us access and Patrick is not responding or has not resolved anything insinuating that this is a "maintenance issue" we will be calling law en

View all

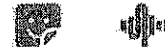
7:38 AM

Thursday, October 10, 2019

This is 1027 Rose St, Wayne and Alana. We are requesting an in-person meeting with Patrick Scheller. Return our call after 5pm.

5:31 PM

+ Enter message





< Patrick- La Crosse Landlord  
6087697822.



Friday, October 11, 2019

**P** This is Randy, I'm manning this cell for all maintenance calls. Patricia sent all your texts, photos and this number to Mr. Scheller who is on the Ohio River in a Boat. He'll not return until the end of October (roughly). Let me know if you do not hear from him by the end of today. Unfortunately P

View all



12:18 PM

Saturday, October 12, 2019

**P** This is Randy, did you hear from Patrick Scheller yesterday? Please advise, Alana and Wayne.

9:32 AM

No we haven't and there's still issue of downstairs tenants vehicles, fresh dog poop piles, etc. blocking us from bringing our garbage/recycling bins to alley. It's bad enough dealing with not being able to park out back and this added on top impeding us from taking care of our household. Thanks for

View all



10:07 AM

+ Enter message





# Patrick- La Crosse Landlord





+1 608-769-7822





More info


## History

 Yesterday 12:18 PM  
Received message  
This is Randy, I'm manning this cell for all main

 Oct 10 5:29 PM  
Outgoing call, 0 mins 53 sec

 Oct 8 4:34 PM  
Outgoing call, 1 min 7 secs

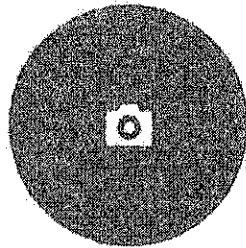
 October 8  
Received message  
I've left you a message on your VM.

 Oct 8 9:30 AM  
Missed call

  
Share

  
Block





Patrick- La Crosse  
Landlord



+1 608-769-7822



More info

History



Today 5:29 PM  
Outgoing call, 0 mins 53 sec



Oct 8 4:34 PM  
Outgoing call, 1 min 7 secs



October 8  
Received message  
I've left you a message on your VM.



Oct 8 9:30 AM



Share



Block



< Patrick- La Crosse Landlord  
6087697822.



Tuesday, October 8, 2019

**P** I've left you a message on your VM. 9:40 AM

5:57 PM This is 1027 Rose St. When you call this number you address my fiance Wayne too, his name is also on this lease.

Wednesday, October 9, 2019

This is 1027 Rose St. Since we're being deprived from bringing garbage and recycling bins to alley for pickup because downstairs tenants vehicles are blocking us access and Patrick is not responding or has not resolved anything insinuating that this is a "maintenance issue" we will be calling law en

7:33 AM

View all

Thursday, October 10, 2019

5:31 PM

This is 1027 Rose St, Wayne and Alana. We are requesting an in-person meeting with Patrick Scheller. Return our call after 5pm.

+ Enter message



< Patrick- La Crosse Landlord  
6087697822.



12:51 PM

we suppose to bring garbage bins to the alley for collection?

Monday, October 7, 2019

**P** I have forwarded this to Patrick the owner, he's attending to this issue with the other tenant(s). I did not forget about you. Thank you for these other photos.

2:48 PM

We know this is another attempt to avoid a resolution to these matters in hopes that we will let things go. We have been messaging you (Patrick) about these particular matters for over 3 weeks now and you continue to try and evade and blow us off. You're not professional enough to respond to us dire

MMS  
5:40 PM

View all



Tuesday, October 8, 2019

**P** I've left you a message on your VM.

9:40 AM

5:57 PM

This is 1027 Rose St. When you call this number you address my fiance Wayne too, his name is also on this lease.

+ Enter message



www.moneygram.com/moneyorder

for additional details regarding your Money Order  
PLEASE READ REVERSE SIDE

DATE/AMOUNT
03/31/2020 \$15.00
00

20858464212  
186 NN  
60528167978679

R208584642123

EMPLOYEE  
688 (6/18) 600/6000  
M 80772-Z

DETACH HERE

www.moneygram.com/moneyorder

for additional details regarding your Money Order  
PLEASE READ REVERSE SIDE

DATE/AMOUNT
04/30/2020 \$580.00
00

20894067601  
111 NN  
60528167978679

R208940676010

EMPLOYEE  
688 (6/18) 600/6000  
M 6152271-A

DETACH HERE

www.moneygram.com/moneyorder

for additional details regarding your Money Order  
PLEASE READ REVERSE SIDE

DATE/AMOUNT
05/30/2020 \$580.00
00

20894088845  
104 NN  
60528167978679

R208940888451

EMPLOYEE  
688 (6/18) 600/6000  
M 6152271-A

DETACH HERE

Note: Landlord (Patrick Scheller) attempted to claim we did not inform him of our pets, however he accepted our regular rent plus pet rent payments since March 31, 2020. \$550 reg rent, plus \$15/pet monthly rent.

**Lehrke, Teri**

---

**From:** frank1206a <frank1206a@gmail.com>  
**Sent:** Thursday, August 20, 2020 11:33 PM  
**To:** ZZ City Clerk  
**Cc:** w1912f@gmail.com  
**Subject:** Franklin complaint supporting docs 2  
**Attachments:** Franklin supporting docs 2.pdf

\*\*\* CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. \*\*\*

Here should be the final email.

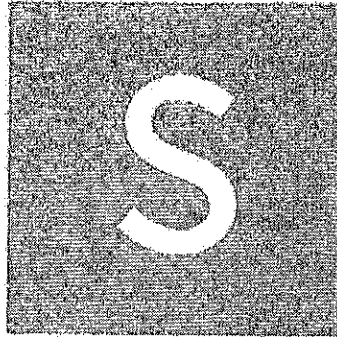
Regards,

Dwayne & Alana Franklin

Sent from my Samsung Galaxy smartphone.







# S B EDIFICE LLC



137 9TH ST S LA CROSSE, WI 54601

[Get Directions](#)

## Business Info

Founded 2011

Incorporated

Annual Revenue --

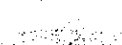
Employee Count 0

Industries Nonclassifiable Establishments

Contacts

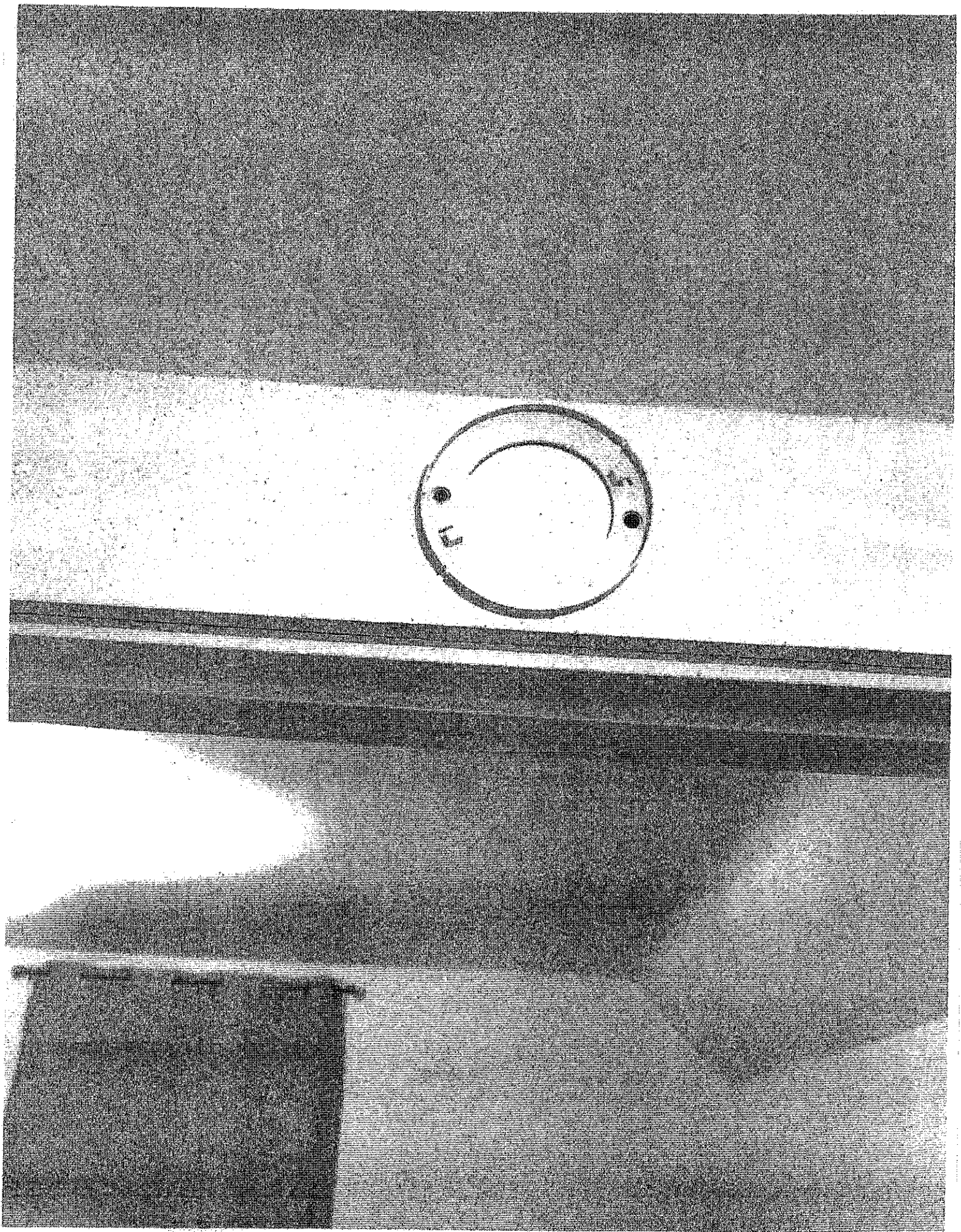
## Contact Business

### MESSAGE

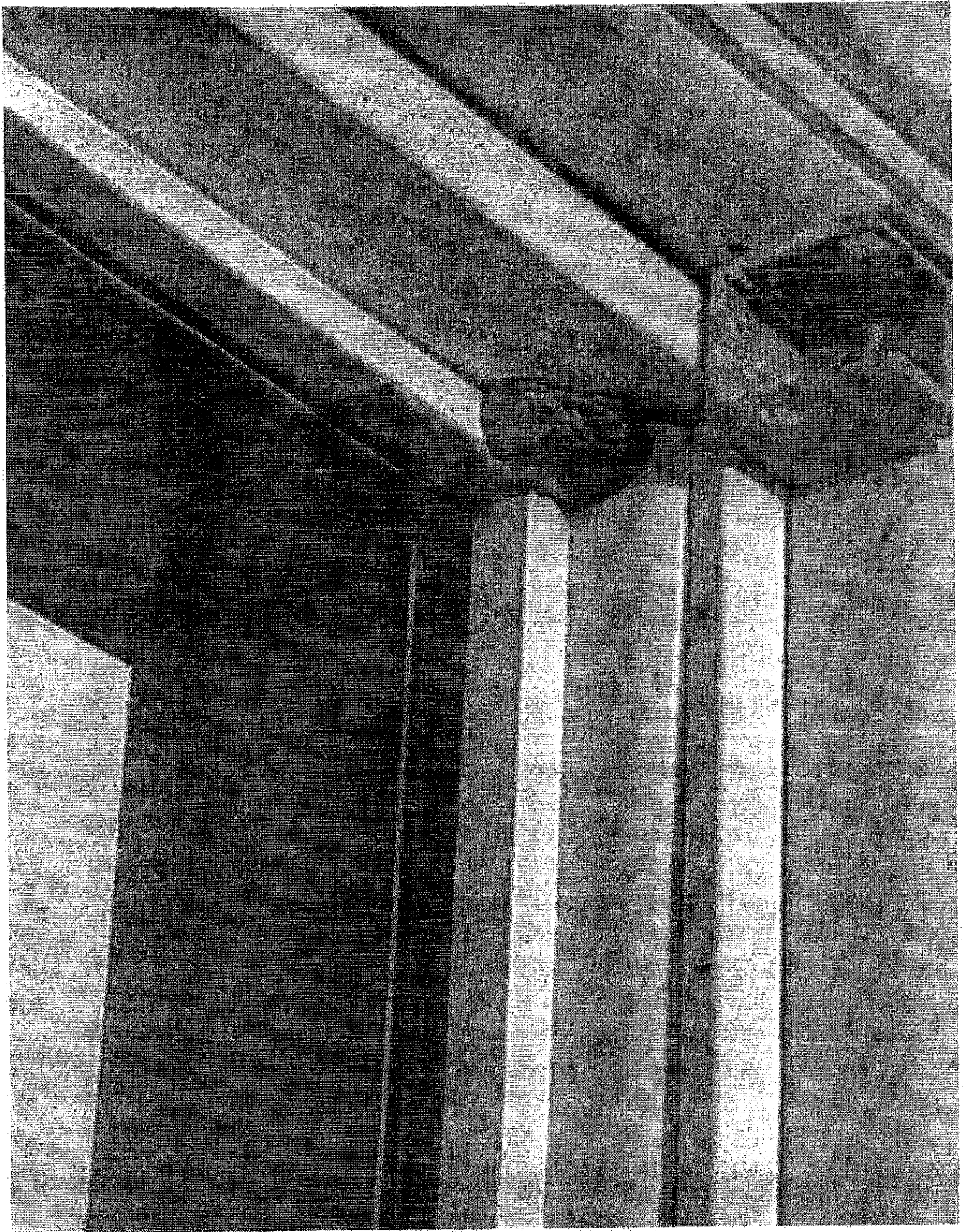




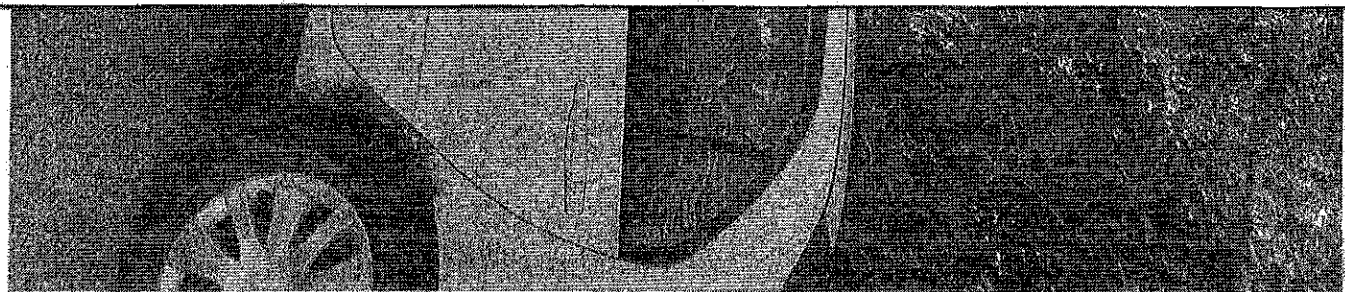




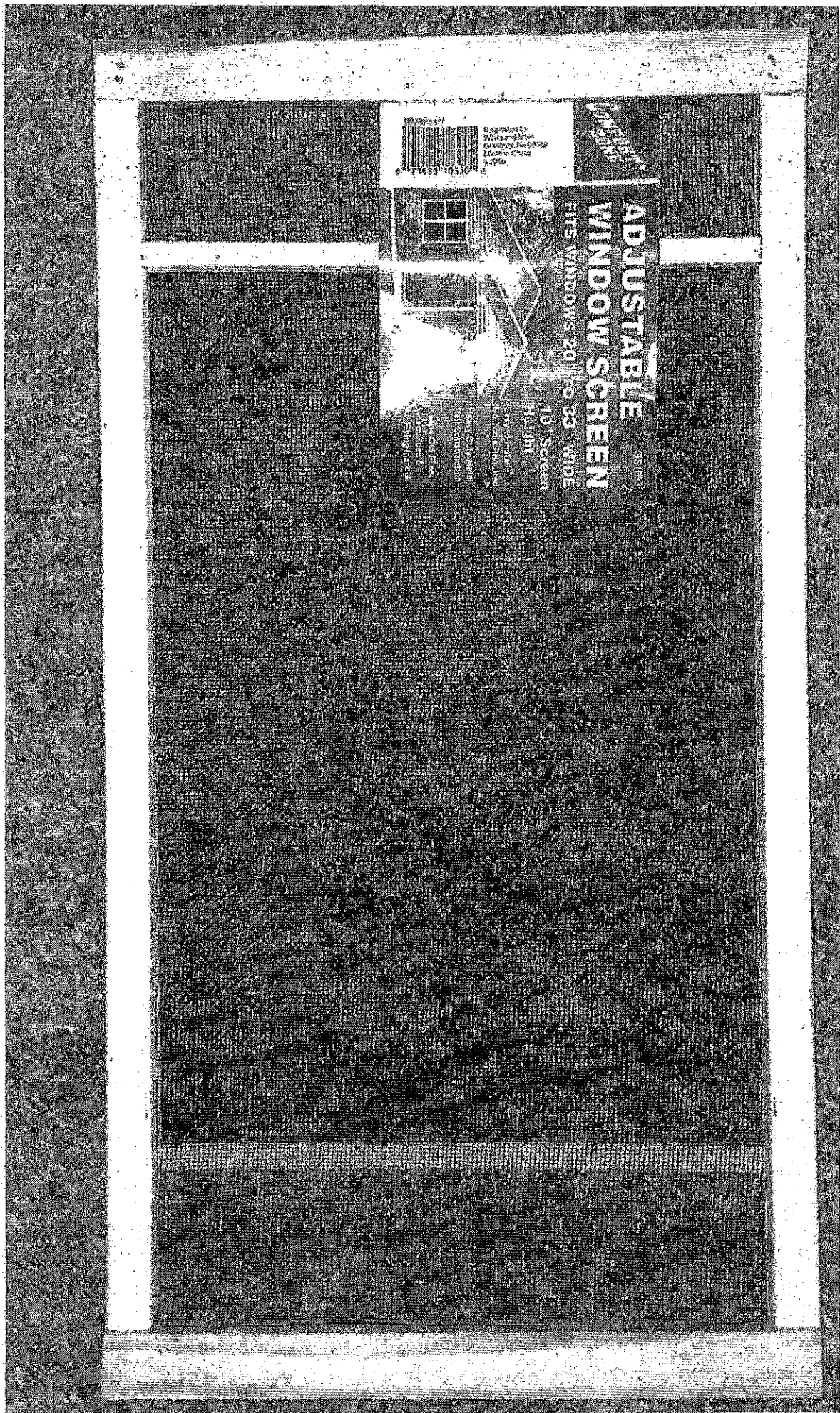








www.homedepot.com



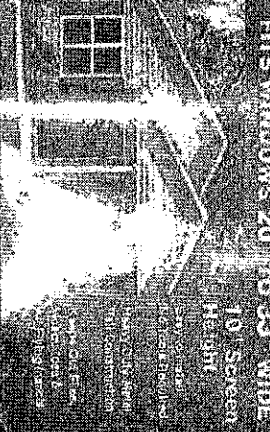
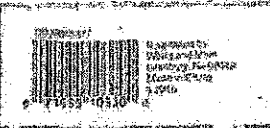
ADJUSTABLE

# ADJUSTABLE WINDOW SCREEN

95765

FITS WINDOWS 20" TO 30" WIDE

10" Screen Height

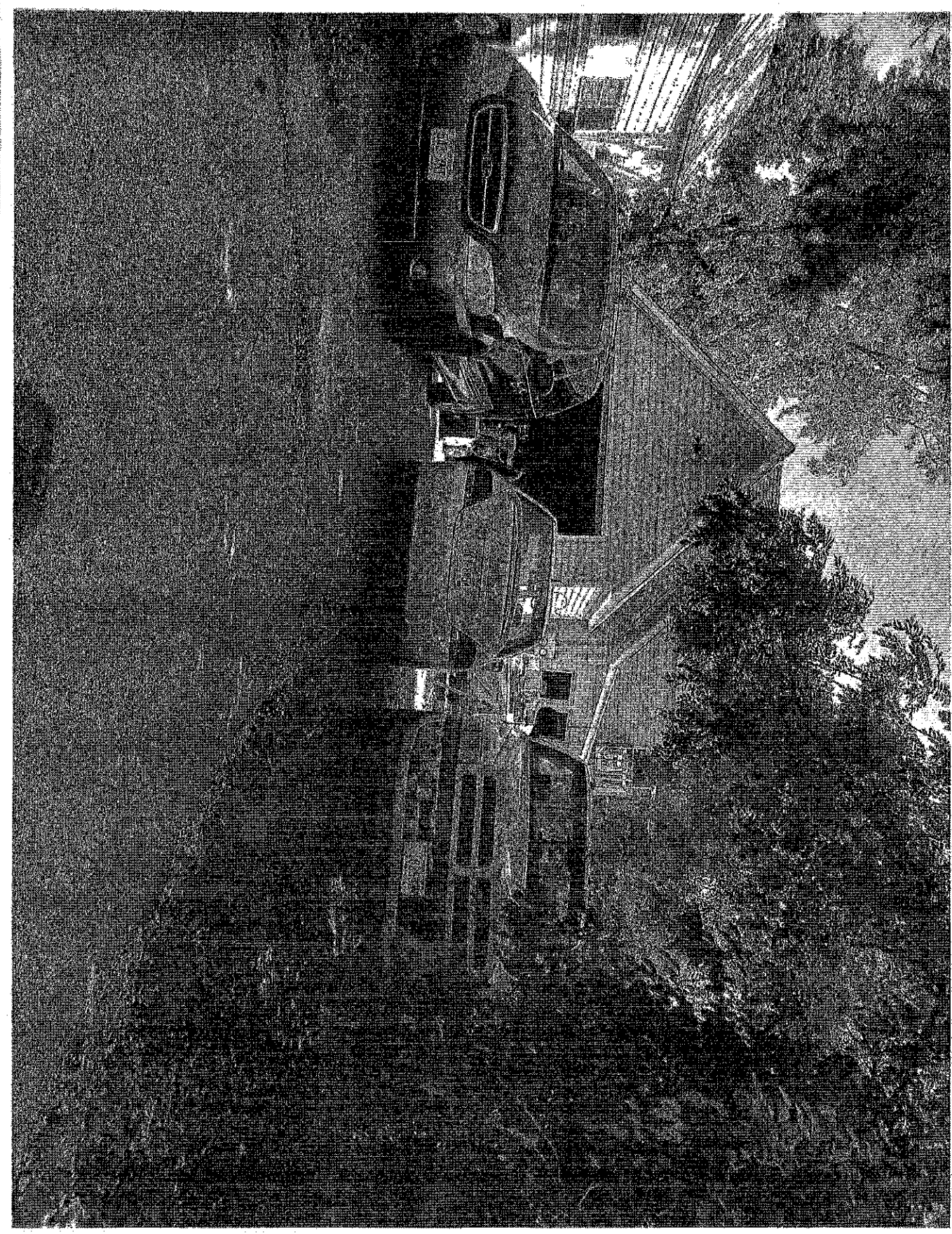


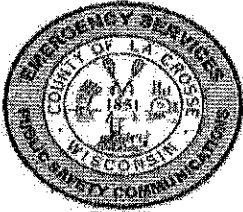
800.430.3339

Excludes Alaska and Hawaii. See store for details. ©2010 Home Depot

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# La Crosse County Emergency Services

## Public Safety Communications & Emergency Management

Law Enforcement Center

333 Vine Street

La Crosse, WI 54601-3200

9-1-1

608-785-9634

Fax 608-785-9858

email: 911Supervisors@lacrossecounty.org

### OPEN RECORDS REQUEST

Pursuant to Wisconsin's Open Record Act - Wis. Stat. §§ 19.21-19.39 - <http://www.legis.state.wi.us/rsb/stats.html>

6/18/2020  
Date Request Made

7:21 am  
Time

6/19/2020  
Date Needed By

Alana + Dwayne Franklin  
Requester's Name

Requester's Agency

1027 Rose St La Crosse, WI 54603  
Requester's Address

608-615-8567  
Requester's Phone

frank1201ee@gmail.com  
Requester's email

Requester need not provide this information unless required in accordance with specific provisions of the Wisconsin Open Records Act.

**TYPE OF REQUEST:**

Phone Recording

Radio Recording

CAD Report

Other

Sept 2019  
Date of Record

3pm - 7pm  
Time Span Needed

10-19-47262  
Incident Number/Jurisdiction

What Evidence Required:  
Be Specific

Record of report from police called on neighbor blocking back driveway.

**Fee Information:** Pursuant to County Resolution (45-84), the minimum fee for duplicate recordings shall be \$15.00 per compact disk. Additional charges may apply depending upon the length of record to be reproduced. A fee of \$3.00 per page of transcription of recordings, with a minimum charge of \$18.00, will be charged. The fee for photocopies of written documents shall be .25 cents per side of page. The fee for other copies shall be determined in advance at the time of request. Depending on the number of copies and type requested, the custodian may require reasonable advance notice. If mailing or shipping is necessary, the actual cost shall be charged. Other fees may be imposed per County Ordinance Section 5.35 and Wis. Stat. § 19.35 (3). Requests which exceed a total cost of \$5.00 shall require prepayment.

**For Office Use Only**

Telephone Workstation Super (5)  Sec City (6)  City (7)  County (8)  Fire (9)

Sec Fire (10)  Call taker (11)  Radio Channels \_\_\_\_\_

Telecommunicators on Duty \_\_\_\_\_



**Call Detail Information**

**Call Number** 19-117390    **OCA Number** 10-19-47262    **Class** P    **Taker** MTOFSTAD    **Pos** 8    **Call Owner** no data    **Status** C    **Date-Time-Received** 2019-09-28 10:59:38    **Inj** 0  
**Complaint** TWP    **Ten Code** no data    **Priority** 2    **ESN** 400    **Disp Zone** LACNO    **IRA** LC05    **How Received** no data  
**Incident Location** 1027 ROSE ST    **Apartment/Suite** no data    **Floor/Bldg** no data    **Incident City** LA CROSSE  
**Caller Name** HUGHES ALANA    **Fire Run Zone** LF 20    **Fire Grade** no data    **EMS Run Zone** TRI STATE    **Telephone** 608-615-8567    **Jurisdiction** LAX  
**Tract** LCN4    **Weapons** no data  
 Images     BOLO     Warrant     Medical     Hazard     Fire Plan     Previous  
**Call Rec'd** 10:59:38    **Xmit** 11:01:07    **Dispatch** 11:03:43    **Enroute** 11:03:48    **OnScene** 11:12:17    **Departed** no data    **Arrived** no data    **Comp** 11:35:15    **Alarm Code** no data    **Unit** 245

**Narrative...**  
 [09/28/2019 11:35:05 : MOB : 285]  
 ALANA IS UPSET THE DOWNSTAIRS NEIGHBOR IN BLOCKING THE PARKING SPACES IN THE REAR OF THE BUILDING. THEY ADVISED THEY CONTACTED THE LANDLORD 2 WEEKS AGO AND HE HAS NOT RETURNED THEIR CALLS. ALANA FEELS THERE HAS BEEN OTHER BREAKS IN THE LEASE. I ADVISED THE INFORMATION IS A CIVIL ISSUE AND CONTACT A LAWYER IF THE LANDLORD WILL NOT WORK WITH HER/

[09/28/2019 11:31:33 : MOB : 285]  
**PLT Plate Information:**  
 PLT1 NBR: ACY8854 / Type: AUT - AUTOMOBILE

**REG Registration Information:**  
 REG1 Type: AUTO / Last Updated: 08/20/2019 at 06:29 PM  
 REG3 Period: ANNUAL / Expires: 08/26/2020

**OWN Owner Detail:**  
 OWN1 1st: WERNER MARK S  
 OWN2 DOB: [REDACTED] / DID: [REDACTED]  
 OWN3a 1025 ROSE ST  
 OWN3d LA CROSSE WI 54603-2560

**VEH Vehicle Information:**  
 VEH2 JA3AJ26E76U063708 / AUTOMOBILE  
 VEH3 Year: 2006 / Make: MITSUBISHI  
 VEH4 Model: LANCER ES / Style: 4

[09/28/2019 11:31:06 : MOB : 285]  
 [REDACTED]

[09/28/2019 11:01:07 : pos6 : MTOFSTAD]  
 Cross streets: WALL ST//WINDSOR ST

ONGOING ISSUE WITH THE DOWNSTAIRS NEIGHBOR BLOCKING COMPLS ACCESS TO THE COMPLS PARKING SPOT IN THE BACKYARD. LANDLORD HAS BEEN ADVISED AND HASN'T DONE ANYTHING ABOUT IT.  
**Press Release Notes**  
 no data  
**Location Comment**  
 no data

Department Numbers			Department/RMS OCA Numbers		
Department	Dept Number	Unit ID	Department	OCA Number	RMS Jurisdiction

LCPD 19-000047436 245 LCPD 10-19-47262 WI0320100  
 LCPD 19-000047436 285

**Call Dispositions**

Date - Time	Disposition
2019-09-28 11:35:11	CIVIL ADVISED TO GET LEGAL AID

**Call Log**

Unit	Status	Date - Time	Dept	Type	Comments	Officers	Odometer
245	ENR	2019-09-28 11:03:48	LCPD	POL	1027 ROSE ST, LA CROSSE	2453	0
285	ENR	2019-09-28 11:09:47	LCPD	POL	1027 ROSE ST, LA CROSSE	2244	0
245	REM	2019-09-28 11:10:06	LCPD	POL	REM	2453	1
285	ONS	2019-09-28 11:12:17	LCPD	POL	1027 ROSE ST, LA CROSSE	2244	0
285	COM	2019-09-28 11:35:14	LCPD	POL	COM	2244	1
245	DIS	2019-09-28 11:03:43	LCPD	POL	1027 ROSE ST, LA CROSSE	2453	0

Unit	Dept	DIS	ENR	ONS	LEF	ARR	BUS	REM	COM
245	LCPD	11:03:43	11:03:48	no data	no data	no data	no data	11:10:06	no data
285	LCPD	no data	11:09:47	11:12:17	no data	no data	no data	no data	11:35:14

**Call Vehicles**

Year	Make	Model	VIN	Plate	Color	Towed	BOLO
2006	MITSUBISHI	LANCER ES	JA3AJ28E76U063709	ACY8854	WHITE/WHITE	<input type="checkbox"/>	<input type="checkbox"/>
no data			no data				



# La Crosse County Emergency Services

## Public Safety Communications & Emergency Management

Law Enforcement Center  
333 Vine Street

La Crosse, WI 54601-3200

9-1-1

608-785-9634

Fax 608-785-9858

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7:24 am  
Time

6/18/2020  
Date Needed By

Alana & Dwayne Franklin  
Requester's Name

Requester's Agency

1027 Rose St La Crosse, WI 54603  
Requester's Address

608-615-8567  
Requester's Phone

frank1206a@gmail.com  
Requester's email

Requester need not provide this information unless required in accordance with specific provisions of the Wisconsin Open Records Act.

#### TYPE OF REQUEST:

Phone Recording

Radio Recording



CAD Report

Other

6/17/2020  
Date of Record

9:30 pm - 10:30 pm  
Time Span Needed

10-20-24362  
Incident Number/Jurisdiction

What Evidence Required:  
Be Specific

Copy of police report regarding threat from neighbor towards my husband and I.

**Fee Information:** Pursuant to County Resolution (45-84), the minimum fee for duplicate recordings shall be \$15.00 per compact disk. Additional charges may apply depending upon the length of record to be reproduced. A fee of \$3.00 per page of transcription of recordings, with a minimum charge of \$18.00, will be charged. The fee for photocopies of written documents shall be .25 cents per side of page. The fee for other copies shall be determined in advance at the time of request. Depending on the number of copies and type requested, the custodian may require reasonable advance notice. If mailing or shipping is necessary, the actual cost shall be charged. Other fees may be imposed per County Ordinance Section 5.35 and Wis. Stat. § 19.35 (3). Requests which exceed a total cost of \$5.00 shall require prepayment.

#### For Office Use Only

Telephone Workstation

Super (5)

Sec City (6)

City (7)

County (8)

Fire (9)

Sec Fire (10)

Call taker (11)

Radio Channels \_\_\_\_\_

Telecommunicators on Duty \_\_\_\_\_

**Call Detail Information**

Call Number	OCA Number	Class	Taker	Pos	Call Owner	Status	Date-Time-Received	Inj	
20-068011	10-20-24362	P	JALLEN	2	no data	C	2020-06-17 22:05:04	0	
Complaint	Ten Code	Priority	ESN	Disp Zone	IRA	How Received			
TWP	no data	2	400	LACNO	LC05	WIRE			
Incident Location	Apartment/Suite	Floor/Bldg	Incident City						
1027 ROSE ST	no data	no data	LA CROSSE						
Caller Name	Fire Run Zone	Fire Grade	EMS Run Zone	Telephone	Jurisdiction				
FRANKLIN ALANA	LF 20	no data	TRI STATE	608-616-8567	LAX				
Tract	LCN4	Weapons							
		no data							
<input type="checkbox"/> Images	<input type="checkbox"/> SOLO	<input type="checkbox"/> Warrant	<input type="checkbox"/> Medical	<input type="checkbox"/> Hazard	<input type="checkbox"/> Fire Plan	<input checked="" type="checkbox"/> Previous			
CallRec'd	Xmit	Dispatch	Enroute	OnScene	Departed	Arrived	Comp	AlarmCode	Unit
22:05:04	22:06:22	22:07:37	22:07:42	22:14:44	no data	no data	22:47:55	no data	297

**Narrative...**

[06/17/2020 22:47:51 : MOB : 216]  
 Alana and Dwayne are married. They have been living at the residence for approximately 1yr. They stated they have been having issues with Mark since they moved in. Tonight, Mark and them had an argument. Mark retrieved a hammer from his residence. He continued to speak to them while holding the hammer but he did not threaten or attempt to use the hammer. Alana and Dwayne wish to not speak or interact with Mark. They were advised to stay away from him and to continue to inform the landlord.

[06/17/2020 22:47:00 : MOB : 297]  
 MARK STATED ALANA AND DWAYNE ARE ALWAYS CAUSING THE PROBLEMS. MARK STATED HE IS AFRAID THE FRANKLIN'S DOG HIS BIGGER THAN HIS DOG. MARK STATED HE NEVER THREATENED THE FRANKLIN'S. MARK SAID HE WAS CARRYING A HAMMER TO THE GARAGE TO WORK ON A CAR AND NEVER MADE ANY STATEMENT TO FRANKLIN'S. MARK WAS ADVISED TO STAY AWAY FROM FRANKLIN'S.

[06/17/2020 22:25:35 : pos3 : agehrke]  
 ALANA- VAL AND CLR

DWAYNE- VAL AND CLR

[06/17/2020 22:24:23 : pos3 : agehrke]  
 781A 7827 WI0320000  
 DOT 551551 1718 06/17/20 22:23 01 OF 01  
 Request: 2020-06-17-22.24.03.000031 Type=CFL First=DWAYNE Middle=L  
 Last=FRANKLIN Sex=M DOB [REDACTED]  
 DID [REDACTED]  
 NAM/FRANKLIN, DWAYNE LEONARD  
 STR/1027 ROSE ST  
 CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE  
 SEX/M RAC/BLACK DOB [REDACTED] HGT/601 WGT/198 HA/BLCK EYE/BRWN DONR [REDACTED]  
 LT=RGLR ISS= 05/29/2020 EXP= [REDACTED] 2028 AT= REI  
 CLASSES= D  
 STATUS= VAL

====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=D-VAL Expires=[REDACTED]/2028  
 Name on Card=FRANKLIN DWAYNE LEONARD  
 Restrictions=Corr Lenses

ADDRESS UPDATED=12/28/2019

[06/17/2020 22:24:17 : pos3 : agehrke]  
 781A 7827 WI0320000  
 DOT 551483 1714 06/17/20 22:23 01 OF 01  
 Request: 2020-06-17-22.23.49.000020 Type=CFL First=ALANA Middle=k  
 Last=FRANKLIN Sex=F DOB [REDACTED]  
 DID [REDACTED]  
 NAM/FRANKLIN, ALANA KAY  
 STR/1027 ROSE ST

CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE  
SEX/F RAC/WHITE DOB/ HGT/502 WGT/180 HA/BRWN EYE/GREN DONR/  
LT= RGLR ISS= 02/24/2020 EXP= /2028 AT= DUP  
CLASSES= D  
STATUS= VAL

====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=D-VAL Expires 2028  
Name on Card=FRANKLIN ALANA KAY  
Restrictions=Corr Lenses

ADDRESS UPDATED=06/03/2019

[06/17/2020 22:17:17 : pos3 : agehrke]  
MARK- VAL AND CLR

[06/17/2020 22:16:58 : pos3 : agehrke]  
/781A 7827 WI0320000  
DOT 548990 1683 06/17/20 22:16 01 OF 01  
Request: 2020-06-17-22.16.42.000082 Type=CFL First=MARK Middle=S  
Last=WERNER Sex=M DOB/ DID/

NAM/WERNER, MARK S  
STR/1025 ROSE ST  
CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE  
SEX/M RAC/WHITE DOB/ HGT/600 WGT/240 HA/BRWN EYE/BLUE DONR/  
LT= RGLR ISS= 04/21/2014 EXP= 2022 AT= RNW  
CLASSES= A B C D M  
STATUS= VAL VAL VAL VAL VAL

====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=A-VAL,B-VAL,C-VAL,D-VAL,M-VAL  
Expires /2022 Name on Card=WERNER MARK S

ADDRESS UPDATED=06/04/2012

[06/17/2020 22:07:43 : pos2 : JALLEN]  
CALL COMP WHEN LOC. AND THEY WILL COME OUT TO SPEAK W OFCR

[06/17/2020 22:07:07 : pos2 : JALLEN]  
SUSP NAME IS MARK AND LIVES AT 1025 ROSE ST

[06/17/2020 22:06:22 : pos2 : JALLEN]  
Cross streets: WALL ST//WINDSOR ST  
ALI X Coordinate: -091.248428  
ALI Y Coordinate: 043.83881  
\*\*Nearest Address: 1025 ROSE ST  
NIGHBOR WHO IS DRUNK AND BULLIGERENT, WAS ARGUING W COMP WHEN COMP WAS  
OUTSIDE W THEIR DOG. NEIGHBOR THREATEND TO GO IN HOUSE AND GET HAMMER AND HARM  
COMP AND DAMAGE COMPS PROPERTY., ACTUALLY CAME OUTSIDE W A HAMMER

Press Release Notes  
no data  
Location Comment  
no data

Department Numbers			Department/RMS OCA Numbers		
Department	Dept Number	Unit ID	Department	OCA Number	RMS Jurisdiction
LCPD	20-000024467	297	LCPD	10-20-24362	WI0320100

Call Dispositions	
Date - Time	Disposition
2020-06-17 22:48:20	PEACE RESTORED

**Call Log**

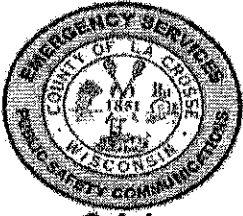
Unit	Status	Date - Time	Dept	Type	Comments	Officers	Odometer
297	DIS	2020-06-17 22:07:37	LCPD	POL	1027 ROSE ST, LA CROSSE	2702	0
216	DIS	2020-06-17 22:07:39	LCPD	POL	1027 ROSE ST, LA CROSSE	2354	0
297	ENR	2020-06-17 22:07:42	LCPD	POL	1027 ROSE ST, LA CROSSE	2702	0
216	ENR	2020-06-17 22:07:45	LCPD	POL	1027 ROSE ST, LA CROSSE	2354	0
216	ONS	2020-06-17 22:14:44	LCPD	POL	1027 ROSE ST, LA CROSSE	2354	0
297	ONS	2020-06-17 22:14:47	LCPD	POL	1027 ROSE ST, LA CROSSE	2702	0
297	REM	2020-06-17 22:47:22	LCPD	POL	REM	2702	1
216	COM	2020-06-17 22:47:55	LCPD	POL	COM	2354	1

Unit	Dept	DIS	ENR	ONS	LEF	ARR	BUS	REM	COM
216	LCPD	22:07:39	22:07:45	22:14:44	no data	no data	no data	no data	22:47:55
297	LCPD	22:07:37	22:07:42	22:14:47	no data	no data	no data	22:47:22	no data

**Call Persons**

Category	Last	First	Middle	Suffix	Race	Sex	Ethnic	Hgt	Wgt	Age	DOB	OLN
				Description								
OTHER	FRANKLIN	ALANA	K	no data	-	F	-	-	-	-	no data	no data
				no data								
OTHER	FRANKLIN	DWAYNE	L	no data	-	M	-	-	-	-	no data	no data
				no data								
no data	WERNER	MARK	S	no data	W	M	-	600	240	-	no data	no data
				no data								



# La Crosse County Emergency Services

## Public Safety Communications & Emergency Management

Law Enforcement Center  
333 Vine Street

La Crosse, WI 54601-3200

9-1-1

608-785-9634

Fax 608-785-9858

email: 911Supervisors@lacrossecounty.org

### OPEN RECORDS REQUEST

Pursuant to Wisconsin's Open Record Act - Wis. Stat. §§ 19.21-19.39 - <http://www.legis.state.wi.us/rst/stats.html>

6/20/2020  
Date Request Made

8:25am  
Time

6/20/2020  
Date Needed By

Alana + Dwayne Franklin  
Requester's Name

Requester's Agency

1027 Rose St  
Requester's Address

608-615-8507  
Requester's Phone

Frank 1206w@gmail.com  
Requester's email

Requester need not provide this information unless required in accordance with specific provisions of the Wisconsin Open Records Act.

#### TYPE OF REQUEST:

Phone Recording

Radio Recording

CAD Report

Other

6/18/2020  
Date of Record

5pm - 8:30pm  
Time Span Needed

10-20-24516  
Incident Number/Jurisdiction

What Evidence Required:  
Be Specific

need copy of report neighbor called in regarding my address.

**Fee Information:** Pursuant to County Resolution (45-84), the minimum fee for duplicate recordings shall be \$15.00 per compact disk. Additional charges may apply depending upon the length of record to be reproduced. A fee of \$3.00 per page of transcription of recordings, with a minimum charge of \$18.00, will be charged. The fee for photocopies of written documents shall be .25 cents per side of page. The fee for other copies shall be determined in advance at the time of request. Depending on the number of copies and type requested, the custodian may require reasonable advance notice. If mailing or shipping is necessary, the actual cost shall be charged. Other fees may be imposed per County Ordinance Section 5.35 and Wis. Stat. § 19.35 (3). Requests which exceed a total cost of \$5.00 shall require prepayment.

#### For Office Use Only

Telephone Workstation Super (5)  Sec City (6)  City (7)  County (8)  Fire (9)

Sec Fire (10)  Call taker (11)  Radio Channels \_\_\_\_\_

Telecommunicators on Duty \_\_\_\_\_

**Call Detail Information**

<b>Call Number</b>	<b>OCA Number</b>	<b>Class</b>	<b>Taker</b>	<b>Pos</b>	<b>Call Owner</b>	<b>Status</b>	<b>Date-Time-Received</b>	<b>Inj</b>	
20-066359	10-20-24516	P	JALLEN	2	no data	C	2020-06-18 19:53:44	0	
<b>Complaint</b>	<b>Ten Code</b>	<b>Priority</b>	<b>ESN</b>	<b>Disp Zone</b>	<b>IRA</b>	<b>How Received</b>			
TWP	no data	2	400	LACNO	LC05	no data			
<b>Incident Location</b>	<b>Apartment/Suite</b>	<b>Floor/Bldg</b>	<b>Incident City</b>						
1025 ROSE ST	no data	no data	LA CROSSE						
<b>Caller Name</b>	<b>Fire Run Zone</b>	<b>Fire Grade</b>	<b>EMS Run Zone</b>	<b>Telephone</b>	<b>Jurisdiction</b>				
WERNER MARK	LF 20	no data	TRI STATE	608-498-3430	LAX				
<b>Tract</b>	<b>LCN4</b>	<b>Weapons</b>		no data					
<input type="checkbox"/> Images	<input type="checkbox"/> BOLO	<input type="checkbox"/> Warrant	<input type="checkbox"/> Medical	<input type="checkbox"/> Hazard	<input type="checkbox"/> Fire Plan	<input checked="" type="checkbox"/> Previous			
<b>CallRec'd</b>	<b>Xmit</b>	<b>Dispatch</b>	<b>Enroute</b>	<b>OnScene</b>	<b>Departed</b>	<b>Arrived</b>	<b>Comp</b>	<b>AlarmCode</b>	<b>Unit</b>
19:53:44	19:54:33	19:55:09	19:55:09	20:00:48	no data	no data	21:39:57	no data	216

**Narrative...**

[06/18/2020 21:38:20 : MOB : 259]  
 in the future that involve property damage, direct threats, injuries, or fear for safety. Both agreed. Mark was satisfied with notes being documented for the incident to report to landlord.

[06/18/2020 21:37:21 : MOB : 259]  
 Mark and Dwayne were having an argument over property lines and continuous neighbor disputes. Officers were out with both the night prior. There was a lot of hearsay between both parties, with both stories not aligning with specific details. Both parties did admit to arguments with hand tools being brandished, but not used in a threatening manner. both parties agreed to remain civil and contact landlord with issues that arise between them. Both also advised to contact PD with any issues

[06/18/2020 20:56:54 : MOB : 216]  
 I observed a 5 minute video which showed Alana and Dwayne confronting Mark. Dewayne was in possession of a bat, which he did point at Mark. Dewayne and Mark were over 20 feet apart from each other. Dewayne and Alana did not directly threaten Mark on the video. The video was recovered with my BWC.

[06/18/2020 20:05:48 : pos3 : EKOEGEL]  
 /781A 7827 WI0320000  
 DOT 491074 1412 06/18/20 20:04 01 OF 01  
 Request: 2020-06-18-20.05.06.000017 Type=CFL First=ALANA Middle=K  
 Last=FRANKLIN Sex=F DOB=03/12/1979  
 DID/F652-0117-9592-03  
 NAM/FRANKLIN, ALANA KAY  
 STR/1027 ROSE ST  
 CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE  
 SEX/F RAC/WHITE DOB/031279 HGT/502 WGT/180 HAI/BRWN EYE/GREN DONR/ N  
 LT= RGLR ISS= 02/24/2020 EXP= 03/12/2028 AT= DUP  
 CLASSES= D  
 STATUS= VAL

====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=D-VAL Expires=03/12/2028  
 Name on Card=FRANKLIN ALANA KAY  
 Restrictions=Corr Lenses

[06/18/2020 20:05:38 : pos3 : EKOEGEL]  
 /781A 7827 WI0320000  
 DOT 491015 1404 06/18/20 20:04 01 OF 01  
 Request: 2020-06-18-20.05.01.000033 Type=CFL First=DWAYNE Middle=L  
 Last=FRANKLIN Sex=M DOB=02/12/1976  
 DID/F652-1727-6052-02  
 NAM/FRANKLIN, DWAYNE LEONARD  
 STR/1027 ROSE ST  
 CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE  
 SEX/M RAC/BLACK DOB/021276 HGT/601 WGT/198 HAI/BLCK EYE/BRWN DONR/ N  
 LT= RGLR ISS= 05/29/2020 EXP= 02/12/2028 AT= REI  
 CLASSES= D



STATUS= VAL

=====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=D-VAL Expires=02/12/2028  
 Name on Card=FRANKLIN DWAYNE LEONARD  
 Restrictions=Corr Lenses

[06/18/2020 19:59:30 : pos3 : EKOEGEL]  
 /781A 7827 WI0320000  
 DOT 487558 1364 06/18/20 19:59 01 OF 01  
 Request: 2020-06-18-19.59.21.000006 Type=CFL First=MARK Middle=S  
 Last=WERNER Sex=M DOB=04/22/1966  
 DID/W656-5576-6142-03  
 NAM/WERNER, MARK S  
 STR/1025 ROSE ST  
 CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE  
 SEX/M RAC/WHITE DOB/042266 HGT/600 WGT/240 HAI/BRWN EYE/BLUE DONR/Y  
 LT= RGLR ISS= 04/21/2014 EXP= 04/22/2022 AT= RNW  
 CLASSES= A B C D M  
 STATUS= VAL VAL VAL VAL VAL

=====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=A-VAL,B-VAL,C-VAL,D-VAL,M-VAL  
 Expires=04/22/2022 Name on Card=WERNER MARK S

ADDRESS UPDATED=05/04/2012  
 SPECIAL: MED CERT VALID TO 09-17-2021. NON-EXCEPTED INTERSTATE.

[06/18/2020 19:56:17 : pos2 : JALLEN]  
 COMP REQ OFCR MEET COMP IN THE ALLEY

[06/18/2020 19:55:52 : pos2 : JALLEN]  
 COMP HAS VIDEO OF SOME OF THE CONFRONTATION THEY HAD, NEIGHBOR DID COME OUT EARLIER WITH A BASEBALL BAT, AND WAS THREATNING WITH IT

[06/18/2020 19:54:33 : pos2 : JALLEN]  
 Cross streets: WALL ST/WINDSOR ST  
 HAVING ISSUE W UPSTAIRS NEIGHBOR, THEY ARE SHOUTING RACIAL SLURS AND THREATNING COMP

Press Release Notes  
 no data

Location Comment  
 no data

Department Numbers

Department	Dept Number	Unit ID
LCPD	20-000024622	216
LCPD	20-000024622	259

Department/RMS OCA Numbers

Department	OCA Number	RMS Jurisdiction
LCPD	10-20-24516	WI0320100

Call Dispositions

Date - Time	Disposition
2020-06-18 21:38:25	PEACE RESTORED

Call Log

Unit	Status	Date - Time	Dept	Type	Comments	Officers	Odometer
216	ENR	2020-06-18 19:55:09	LCPD	POL	1025 ROSE ST, LA CROSSE	2354	0
259	ENR	2020-06-18 19:58:57	LCPD	POL	1025 ROSE ST, LA CROSSE	2367	0
259	ONS	2020-06-18 20:00:48	LCPD	POL	1025 ROSE ST, LA CROSSE	2367	0
216	ONS	2020-06-18 20:00:52	LCPD	POL	1025 ROSE ST, LA CROSSE	2354	0
259	REM	2020-06-18 20:53:44	LCPD	POL	REM	2367	0
216	COM	2020-06-18 20:56:58	LCPD	POL	COM	2354	1
no data	no data	2020-06-18 21:33:55	no data	no data	Reactivated	no data	0

259 DIS 2020-06-18 21:33:58 LCPD POL 1025 ROSE ST, LA CROSSE 2367 0  
 259 COM 2020-06-18 21:39:57 LCPD POL COM 2367 1

Unit	Dept	DIS	ENR	ONS	LEF	ARR	BUS	REM	COM
216	LCPD	no data	19:55:09	20:00:52	no data	no data	no data	no data	20:56:58
259	LCPD	21:33:58	19:58:57	20:00:48	no data	no data	no data	20:53:44	21:39:57

Call Persons

Category	Last	First	Middle	Suffix	Race	Sex	Ethnic	Hgt	Wgt	Age	DOB	OLN
COMP	WERNER	MARK	S	no data	U	M	-	-	-	54	04/22/1966	no data
SUSP	FRANKLIN	DWAYNE	LEONARD	no data	B	M	-	601	198	44	2/12/1976	F6521727605202
SUSP	FRANKLIN	ALANA	KAY	no data	W	F	-	502	180	41	3/12/1979	F6520117959203

**CAD Operations Report**

Call Number: 20-067386

Printed: 06/22/2020 15:57:17

**Call Detail Information**

Jurisdiction: LAX

Call Number	Taker	Pos	Call Owner	Status	Date - Time Received	Inj
20-067386	MIGRIFFI	5		C	21/06/2020 11:29:22	0

Complaint	Ten Code	Priority	Fire Grade	Glass	Alarm	How Received
DAMAGE		3		S		

Incident Location	Apart/Suite	Fir	Incident City	State	ZIP
1027 ROSE ST			LA CROSSE	WI	54603

Caller Name	Telephone	Alt Telephone	Tower ID
SHELLER, PAT	608-769-8502		- -

Caller Location	Apart/Suite	Fir	Caller City	State	ZIP
2612 7TH ST S			LA CROSSE	WI	54603

Landmark	Weapons

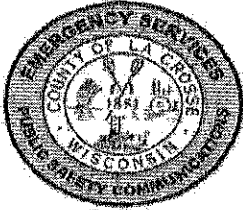
IRA	Grid	Disp Zone	Fire Run Zn	EMS Run Zn	ESN	Tract
LC05	BEAT 2	LACNO	LF 20	TRI STATE	400	LCN4

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All Time	Call Rec'd	Xmit	Dispatch	Enroute	OnScene	Departed	Arrived
	11:29:22	11:33:10	11:35:02	12:57:05	12:57:05		

Comp	Unit	X	Y	Z
	13:01:08	292		

Lwr	Upr
WALL ST	WINDSOR ST



# La Crosse County Emergency Services

## Public Safety Communications & Emergency Management

Law Enforcement Center

333 Vine Street

La Crosse, WI 54601-3200

9-1-1

608-785-9634

Fax 608-785-9858

email: 911Supervisors@lacrossecounty.org

### OPEN RECORDS REQUEST

Pursuant to Wisconsin's Open Record Act - Wis. Stat. §§ 19.21-19.39 - <http://www.legis.state.wi.us/rsb/stats.html>

6/21/2020  
Date Request Made

6:55am  
Time

6/21/2020  
Date Needed By

Alana of Dwayne Franklin  
Requester's Name

Requester's Agency

1027 Rose St  
Requester's Address

608-615-8567  
Requester's Phone

frank1206a@gmail.com  
Requester's email

Requester need not provide this information unless required in accordance with specific provisions of the Wisconsin Open Records Act.

**TYPE OF REQUEST:**

Phone Recording

Radio Recording

CAD Report

Other

6/20/2020  
Date of Record

11am - 12:30pm  
Time Span Needed

10-20-24750  
Incident Number/Jurisdiction

**What Evidence Required:**

Be Specific

copy of incident report where my husband and I met officer at LCPD, he refused to take a harassment complaint.

**Fee Information:** Pursuant to County Resolution (45-84), the minimum fee for duplicate recordings shall be \$15.00 per compact disk. Additional charges may apply depending upon the length of record to be reproduced. A fee of \$3.00 per page of transcription of recordings, with a minimum charge of \$18.00, will be charged. The fee for photocopies of written documents shall be .25 cents per side of page. The fee for other copies shall be determined in advance at the time of request. Depending on the number of copies and type requested, the custodian may require reasonable advance notice. If mailing or shipping is necessary, the actual cost shall be charged. Other fees may be imposed per County Ordinance Section 5.35 and Wis. Stat. § 19.35 (3). Requests which exceed a total cost of \$5.00 shall require prepayment.

**For Office Use Only**

Telephone Workstation

Super (5)

Sec City (6)

City (7)

County (8)

Fire (9)

Sec Fire (10)

Call taker (11)

Radio Channels \_\_\_\_\_

Telecommunicators on Duty \_\_\_\_\_

**Call Detail Information**

**Call Number** 20-066987 **OCA Number** 10-20-24750 **Class** R **Taker** DHUTCHISON **Pos** 2 **Call Owner** no data **Status** C **Date-Time-Received** 2020-06-20 11:27:50 **Inj** 0  
**Complaint** HARASS **Ten Code** no data **Priority** 3 **E6N** 400 **Disp Zone** LACNO **IRA** LC05 **How Received** no data  
**Incident Location** 1027 ROSE ST **Apartment/Suite** no data **Floor/Bldg** no data **Incident City** LA CROSSE  
**Caller Name** FRANKLIN ALANA **Fire Run Zone** LF 20 **Fire Grade** no data **EMS Run Zone** TRI STATE **Telephone** 608-615-8587 **Jurisdiction** LAX  
**Tract** LCN4 **Weapons** no data  
 Images  BOLO  Warrant  Medical  Hazard  Fire Plan  Previous  
**CallRec'd** 11:27:50 **Xmit** 11:28:52 **Dispatch** 11:29:34 **Enroute** 11:29:43 **OnScene** 11:31:34 **Departed** no data **Arrived** 11:31:42 **Comp** 12:25:18 **AlarmCode** no data **Unit** 292

**Narrative...**

[06/20/2020 12:25:10 : MOB : 292]  
 ALANA AND DEWAYNE FRANKLING WISHED TO REPORT ONGOING HARASSMENT WITH THEIR NEIGHBOR, MARK WERNER. THEY WERE UPSET ABOUT THE OFFICERS ACTIONS/REPORTING REF 24516. AFTER OFFERING COMMAND TO CALL THEM REFERENCE IT, THEY REFUSED. THEY CLAIMED THE SYSTEM WAS BROKEN AND THE OD WAS RACIST. BOTH ALAND AND DEWAYNE WERE UNRECEPTIVE TO ANYTHING I HAD TO SAY.

[06/20/2020 11:31:46 : MOB : 292]  
 AT CITY

[06/20/2020 11:31:34 : MOB : 292]  
 DID: [REDACTED]  
 NAM/FRANKLIN, ALANA KAY  
 STR/1027 ROSE ST  
 CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE  
 SEX/F RAC/WHITE DOB [REDACTED] HGT/502 WGT/180 HA/B/BRWN EYE/GREN DONR/[REDACTED]  
 LT= RGLR ISS= 02/24/2020 EXP= [REDACTED] /2028 AT= DUP  
 CLASSES= D  
 STATUS= VAL

[06/20/2020 11:28:52 : pos2 : DHUTCHISON]  
 Cross streets: WALL ST/WINDSOR ST

SEE COMPL AT LCPD LOBBY REF ONGOING HARASSMENT.

Press Release Notes  
 no data  
 Location Comment  
 no data

**Department Numbers**

Department	Dept Number	Unit ID	Department/RMS OCA Numbers
LCPD	20-000024859	292	LCPD 10-20-24750 WI0320100

**Call Dispositions**

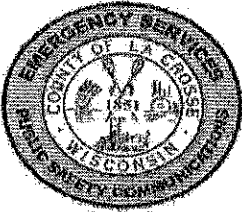
Date - Time	Disposition
2020-06-20 12:25:14	OTHER SERVICE

**Call Log**

Unit	Status	Date - Time	Dept	Type	Comments	Officers	Odometer
292	ONS	2020-06-20 11:31:34	LCPD	POL	1027 ROSE ST, LA CROSSE	2641	0
292	ARR	2020-06-20 11:31:42	LCPD	POL	Arrive Scene, 400 la crosse st, LA CROSSE	2641	0
292	COM	2020-06-20 12:25:18	LCPD	POL	COM	2641	1
292	DIS	2020-06-20 11:29:34	LCPD	POL	1027 ROSE ST, LA CROSSE	2641	0
292	ENR	2020-06-20 11:29:43	LCPD	POL	1027 ROSE ST, LA CROSSE	2641	0

Unit	Dept	DIS	ENR	ONS	LEF	ARR	BUS	REM	COM
292	LCPD	11:29:34	11:29:43	11:31:34	no data	11:31:42	no data	no data	12:25:18



# La Crosse County Emergency Services Public Safety Communications & Emergency Management

Law Enforcement Center

333 Vine Street

La Crosse, WI 54601-3200

608-785-9634

Fax 608-785-9858

email: 911Supervisors@lacrossecounty.org

9-1-1

## OPEN RECORDS REQUEST

Pursuant to Wisconsin's Open Record Act - Wis. Stat. §§ 19.21-19.39 - <http://www.legis.state.wi.us/rsb/stats.html>

6/22/2020  
Date Request Made

6:20am  
Time

6/22/2020  
Date Needed By

Alana & Dwayne Franklin  
Requester's Name

Requester's Agency

1027 Rose St  
Requester's Address

608-433-4252  
Requester's Phone

frank1206a@gmail.com  
Requester's email

Requester need not provide this information unless required in accordance with specific provisions of the Wisconsin Open Records Act.

### TYPE OF REQUEST:

Phone Recording

Radio Recording

CAD Report

Other

6/21/2020  
Date of Record

5am-7am  
Time Span Needed

10-20-24913  
Incident Number/Jurisdiction

What Evidence Required:  
Be Specific

copy of report

regarding alleged property damage claim

**Fee Information:** Pursuant to County Resolution (45-84), the minimum fee for duplicate recordings shall be \$15.00 per compact disk. Additional charges may apply depending upon the length of record to be reproduced. A fee of \$3.00 per page of transcription of recordings, with a minimum charge of \$18.00, will be charged. The fee for photocopies of written documents shall be .25 cents per side of page. The fee for other copies shall be determined in advance at the time of request. Depending on the number of copies and type requested, the custodian may require reasonable advance notice. If mailing or shipping is necessary, the actual cost shall be charged. Other fees may be imposed per County Ordinance Section 5.36 and Wis. Stat. § 19.35 (3). Requests which exceed a total cost of \$5.00 shall require prepayment.

### For Office Use Only

Telephone Workstation Super (5)  Sec City (6)  City (7)  County (8)  Fire (9)

Sec Fire (10)  Call taker (11)  Radio Channels \_\_\_\_\_

Telecommunicators on Duty \_\_\_\_\_



Call Persons

Category	Last Name	First Name	Middle Name	Suffix	Crim Hist	RMS Alerts		
		Race	Sex	Ethnic	Height	Weight	DOB	OLN
		Clothing			Demeanor			
		Relationship			Hair Color	Eye Color	Complexion	
Business Name	Description							
Location	Apt/Ste	Fir/Bld	City	ST	ZIP	Phone		
OTHER	FRANKLIN	ALANA	KAY					
		F				WI		

Category				Suffix	Crim Hist	RMS Alerts		
		Race	Sex	Ethnic	Height	Weight	DOB	OLN
		Clothing			Demeanor			
		Relationship			Hair Color	Eye Color	Complexion	
Business Name	Description							
Location	Apt/Ste	Fir/Bld	City	ST	ZIP	Phone		
OTHER	FRANKLIN	DWAYNE	L					
		M				WI		

Category				Suffix	Crim Hist	RMS Alerts		
		Race	Sex	Ethnic	Height	Weight	DOB	OLN
		Clothing			Demeanor			
		Relationship			Hair Color	Eye Color	Complexion	
Business Name	Description							
Location	Apt/Ste	Fir/Bld	City	ST	ZIP	Phone		
COMP	WERNER	MARK	S					
		M				WI		

**CAD Operations Report**

**Call Number:** 20-067307

**Printed:** 06/22/2020 15:53:54



# La Crosse County Emergency Services Public Safety Communications & Emergency Management

Law Enforcement Center  
333 Vine Street  
La Crosse, WI 54601-3200

9-1-1

608-785-9634

Fax 608-785-9858

email: 911Supervisors@lacrossecounty.org

## OPEN RECORDS REQUEST

Pursuant to Wisconsin's Open Record Act - Wis. Stat. §§ 19.21-19.39 - <http://www.legis.state.wi.us/rsb/stats.html>

Date Request Made 6/22/2020 Time 6:19 am Date Needed By 6/22/2020

Requester's Name Alana + Dwayne Franklin Requester's Agency \_\_\_\_\_

Requester's Address 1027 Rose St

Requester's Phone 608-433-4252 Requester's email frank1206a@gmail.com

Requester need not provide this information unless required in accordance with specific provisions of the Wisconsin Open Records Act.

### TYPE OF REQUEST:

Phone Recording  Radio Recording  CAD Report

Other

Date of Record 6/21/2020 Time Span Needed 5am - 7am

Incident Number/Jurisdiction 10-20-201889 What Evidence Required: copy of report regarding  
alleged noise complaint

**Fee Information:** Pursuant to County Resolution (45-B4), the minimum fee for duplicate recordings shall be \$15.00 per compact disk. Additional charges may apply depending upon the length of record to be reproduced. A fee of \$3.00 per page of transcription of recordings, with a minimum charge of \$18.00, will be charged. The fee for photocopies of written documents shall be .25 cents per side of page. The fee for other copies shall be determined in advance at the time of request. Depending on the number of copies and type requested, the custodian may require reasonable advance notice. If mailing or shipping is necessary, the actual cost shall be charged. Other fees may be imposed per County Ordinance Section 5.35 and Wis. Stat. § 19.35 (3). Requests which exceed a total cost of \$5.00 shall require prepayment.

### For Office Use Only

Telephone Workstation Super (5)  Sec City (6)  City (7)  County (8)  Fire (9)   
Sec Fire (10)  Call taker (11)  Radio Channels \_\_\_\_\_  
Telecommunicators on Duty \_\_\_\_\_

**CAD Operations Report**

Call Number: 20-067386

Printed: 06/22/2020 15:57:17

**Narrative...**

[06/21/2020 13:01:02 : MOB : 292]

I informed Dewayne there would be no further follow up with the noise/damage complaint. I advised Pat to recontact if things continued.

[06/21/2020 13:00:31 : MOB : 292]

The conversation ended after they asked multiple questions at a time and would consistently interrupt me. Dewayne told me, the landlord, and th downstairs neighbor to stop harassing them.

[06/21/2020 12:59:48 : MOB : 292]

dewayne came to the police department asking for me. I was unavailable and he said he would not wait for me and for me to stop harassing him. I called dewayne and spoke with he and Alana on what appeared to be their speaker phone. Dewayena and Alana were once again confrontation in their contact with me, citing racism, etc. I asked them if they were intentionally making noise in their apartment and they denied doing so.

[06/21/2020 11:58:40 : MOB : 292]

I GAVE PAT SUGGESTIONS ON WAHT COULD BE DONE AND WHAT TO DO. PAT WILL RECONTACT IF THINGS ESCALATE, AS POLICE MAY NEED TO ATTEMPT CONTACT AGAIN. ALSO ADVISED CEILING DAMAGE MAY BE CIVIL ISSUE

[06/21/2020 11:58:02 : MOB : 292]

ONGOING ISSUE WITH ALANA AND DEWAYNE FRANKLIN. MARK LIVES DOWNSTAIRS IN 1025 WHO HAS RECORDING AND VIDEO OF LOUD BANGING AND STOMPING WHICH SEEMS INTENTIONALLY FROM THEIR UNIT. MARK SAUD THIS HAS CAUSED CRACKS IN THE CIELING AND DAMAGE TO A FIXTURE AS WELL. THIS BEHAVIOR CONTINUES ONCE AN HOUR OR SO. MARK TOLD PAT HE IS AFRAID TO GO OUTSIDE AS THEY MIGHT TRY TO CONFRONT HIM, I CALLED ALANA AND LEFT A MESSAGE TO RETURN THE CALL...I CALLED 3 MINUTES LATER AND WAS DECLINED AFTER ONE RING.

[06/21/2020 11:33:10 : pos5 : MIGRIFFIN]

Cross streets: WALL ST//WINDSOR ST

**\*\*CALL COMPL\*\***

COMPL IS PROPERTY OWNER UPSTAIRS TENANT HAVING ONGOING ISSUE WITH DOWNSTAIRS TENANT UPSTAIRS TENANTS ARE BANGING ON FLOOR SO HARD THAT THEY DAMAGED THE CEILING BELOW IN 1025 ROSE COMPL WOULD LIKE TO HAVE THEM CHARGED FOR DAMAGE

**Department Numbers**

Department	Dept Number	Unit Id
LCPD	20-000026024	292

**Department OCA Numbers**

Department	OCA Number	RMS Juris
LCPD	10-20-24913	WI0320100

# CAD Operations Report

Call Number: 20-067386

Printed: 06/22/2020 15:57:17

## Call Dispositions

Date Time	Disposition	Unit ID
21/06/2020 11:55:06	N	292
21/06/2020 11:56:07	P	292

## Call Log

Unit	Status	Date Time	Dept	Type	Comments	Officers	Odo
292	DIS	21/06/2020 11:35:02	LCPD	POL	1027 ROSE ST, LA CROSSE	2641	0
292	COM	21/06/2020 11:58:44	LCPD	POL	COM	2641	1
		21/06/2020 12:56:57			Reactivated		0
292	ONS	21/06/2020 12:57:05	LCPD	POL	1027 ROSE ST, LA CROSSE	2641	0
292	BOM	21/06/2020 13:01:07	LCPD	POL	COM	2641	1

Unit	Dept	DIS	ENR	ONS	LBF	ARR	BUS	REM	COM
292	LCPD	11:35:02		12:57:05					13:01:07

**CAD Operations Report**

Call Number: 20-067307

Printed: 06/22/2020 15:53:54

**Call Detail Information**

Jurisdiction: LAX

Call Number	Taker	Pos	Call Owner	Status	Date - Time Received	Inj
20-067307	AGEHRKE	5		C	21/06/2020 05:02:44	0

Complaint	Ten Code	Priority	Fire Grade	Class	Alarm	How Received
NOISE		3		S		

Incident Location	Apart/Suite	Fir	Incident City	State	ZIP
1027 ROSE ST			LA CROSSE	WI	54603

Caller Name	Telephone	Alt Telephone	Tower ID
WERNER MARK			

Caller Location	Apart/Suite	Fir	Caller City	State	ZIP
1025 ROSE ST			LA CROSSE	WI	54603

Landmark	Weapons

IRA	Grid	Disp Zone	Fire Run Zn	EMS Run Zn	ESN	Tract
LC05	BEAT 2	LACNO	LF 20	TRI STATE	400	LCN4

<input type="checkbox"/>	Contacts	<input type="checkbox"/>	Fire Plan	<input type="checkbox"/>	Hazard	<input type="checkbox"/>	Images	<input type="checkbox"/>	Medical	<input type="checkbox"/>	Traffic	<input checked="" type="checkbox"/>	Previous
<input type="checkbox"/>	BOLO	<input type="checkbox"/>	Warrant	<input type="checkbox"/>	RMS CH	<input type="checkbox"/>	RMS All	<input type="checkbox"/>	InProg	<input type="checkbox"/>	Rpt Recd	<input type="checkbox"/>	Sub Req

All Time	Call Rec'd	Xmit	Dispatch	Enroute	OnScene	Departed	Arrived
	05:02:44	05:04:51	05:05:28	05:05:35	05:16:08		

Comp	Unit	X:	Y:	Z:
	05:35:21 241			

Lwr:	Upr:
WALL ST	WINDSOR ST

**CAD Operations Report**

Call Number: 20-067307

Printed: 06/22/2020 15:53:54

CLASSES= D  
STATUS= VAL

=====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=D-VAL Expires [REDACTED]/2028  
Name on Card=FRANKLIN ALANA KAY  
[REDACTED]

ADDRESS UPDATED=06/03/2019

[06/21/2020 05:20:41 : pos3 : HLINK]  
Cross streets: WALL ST//WINDSOR ST

[06/21/2020 05:04:56 : pos5 : AGEHRKE]  
Cross streets: WALL ST//WINDSOR ST

[06/21/2020 05:04:51 : pos5 : AGEHRKE]  
Cross streets: WALL ST//WINDSOR ST

COMPL ADV THAT THE NEIGHBOR UPSTAIRS IS POUNDING AND JUMPING ON THE FLOOR FOR THE PAST HALF HOUR OR SO. COMPL DOES NOT KNOW WHO HIS NEIGHBOR IS.

**Department Numbers**

Department	Dept Number	Unit Id
LCPD	20-000025000	241

**Department OCA Numbers**

Department	OCA Number	RMS Juris
LCPD	10-20-24889	WI0320100

**Call Dispositions**

Date Time	Disposition	Unit ID
21/06/2020 05:36:17	P	299

**Call Log**

Unit	Status	Date Time	Dept	Type	Comments	Officers	Occ
241	DIS	21/06/2020 05 05:28	LCPD	POL	1025 ROSE ST, LA CROSSE	2416	0
299	ENR	21/06/2020 05 05:50	LCPD	POL	1025 ROSE ST, LA CROSSE	2992	0
241	ENR	21/06/2020 05 05:35	LCPD	POL	1025 ROSE ST, LA CROSSE	2416	0
241	COM	21/06/2020 05 05:50	LCPD	POL	COM	2416	1
		21/06/2020 05 06:05			Reactivated		0
299	ONS	21/06/2020 05:16:08	LCPD	POL	1025 ROSE ST, LA CROSSE	2992	0
299	COM	21/06/2020 05 36:21	LCPD	POL	COM	2992	1



# CAD Operations Report

Call Number: 20-067307

Printed: 06/22/2020 15:53:54

Unit	Dept	DIS	ENR	ONS	LEP	ARR	BUS	REM	SOM
241	LCPD	5:05:28	5:05:35						5:05:50
299	LCPD		5:05:50	6:16:08					5:35:21

CAD Operations Report

Call Number: 20-067307

Printed: 06/22/2020 15:53:54

Narrative...

[06/21/2020 05:34:52 : MOB : 299]
unable to make contact w/ dwayne or alana at 1027, ongoing neighbor dispute b/w upper and lower neighbors

[06/21/2020 05:29:13 : pos3 : HLINK]
SEVERAL PRIOR CALLS BETWEEN THESE ADDRESSES - HX OF BOTH SIDES POSSESSING WEAPONS. DWAYNE W/ A BAT AND MARK W/ A HAMMER

[06/21/2020 05:26:53 : pos3 : HLINK]
ALL PARTIES CLEAR

[06/21/2020 05:26:33 : pos3 : HLINK]
DID:
NAM/WERNER, MARK S
STR/1025 ROSE ST
CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE
SEX/M RAC/WHITE DOB HGT/600 WGT/240 HAI/BRWN EYE/BLUE DONR/
LT= RGLR ISS= 04/21/2014 EXP= /2022 AT= RNW
CLASSES= A B C D M
STATUS= VAL VAL VAL VAL VAL

=====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=A-VAL,B-VAL,C-VAL,D-VAL,M-VAL
Expires= /2022 Name on Card=WERNER MARK S

ADDRESS UPDATED=05/04/2012

[06/21/2020 05:25:50 : pos3 : HLINK]
DID:
NAM/FRANKLIN, DWAYNE LEONARD
STR/1027 ROSE ST
CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE
SEX/M RAC/BLACK DOB HGT/601 WGT/198 HAI/BLCK EYE/BRWN DONR/
LT= RGLR ISS= 05/29/2020 EXP= /2028 AT= REI
CLASSES= D
STATUS= VAL

=====>>> CONDENSED FORMAT / QUICK VIEW <<<=====

Regular License Status=VAL Classes=D-VAL Expires= /2028
Name on Card=FRANKLIN DWAYNE LEONARD

ADDRESS UPDATED=12/28/2019

[06/21/2020 05:25:42 : pos3 : HLINK]
DID:
NAM/FRANKLIN, ALANA KAY
STR/1027 ROSE ST
CTY/LA CROSSE ST/WI ZIP/54603 CT/LA CROSSE
SEX/F RAC/WHITE DOB HGT/502 WGT/180 HAI/BRWN EYE/GREN DONR/
LT= RGLR ISS= 02/24/2020 EXP= /2028 AT= DUP



**Lehrke, Teri**

---

**From:** frank1206a <frank1206a@gmail.com>  
**Sent:** Friday, August 21, 2020 6:15 AM  
**To:** ZZ City Clerk  
**Cc:** w1912f@gmail.com  
**Subject:** Franklin complaint supporting docs 4  
**Attachments:** Franklin supporting docs 4.pdf

\*\*\* CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. \*\*\*

Hello,

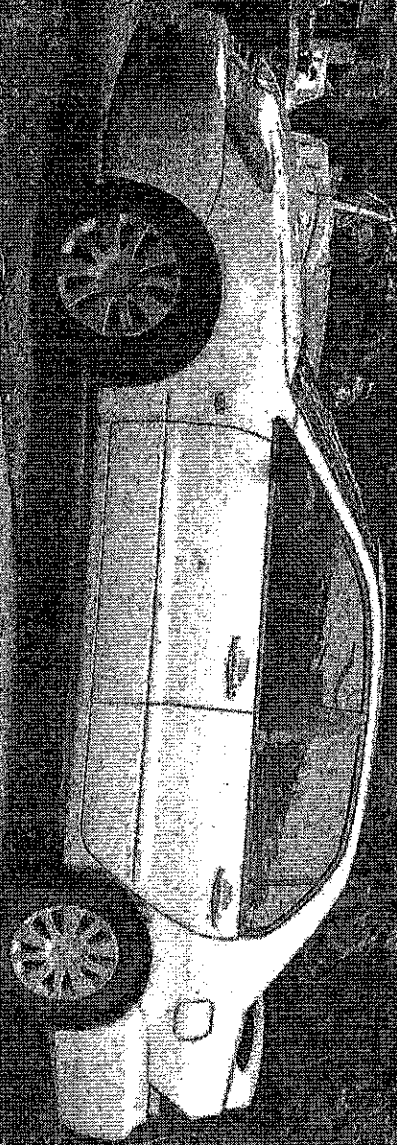
We needed to send a separate set of black and white pictures that somehow were missed in scanning to go with our complaint against Patrick Scheller DBA SB Edifice.

Regards,

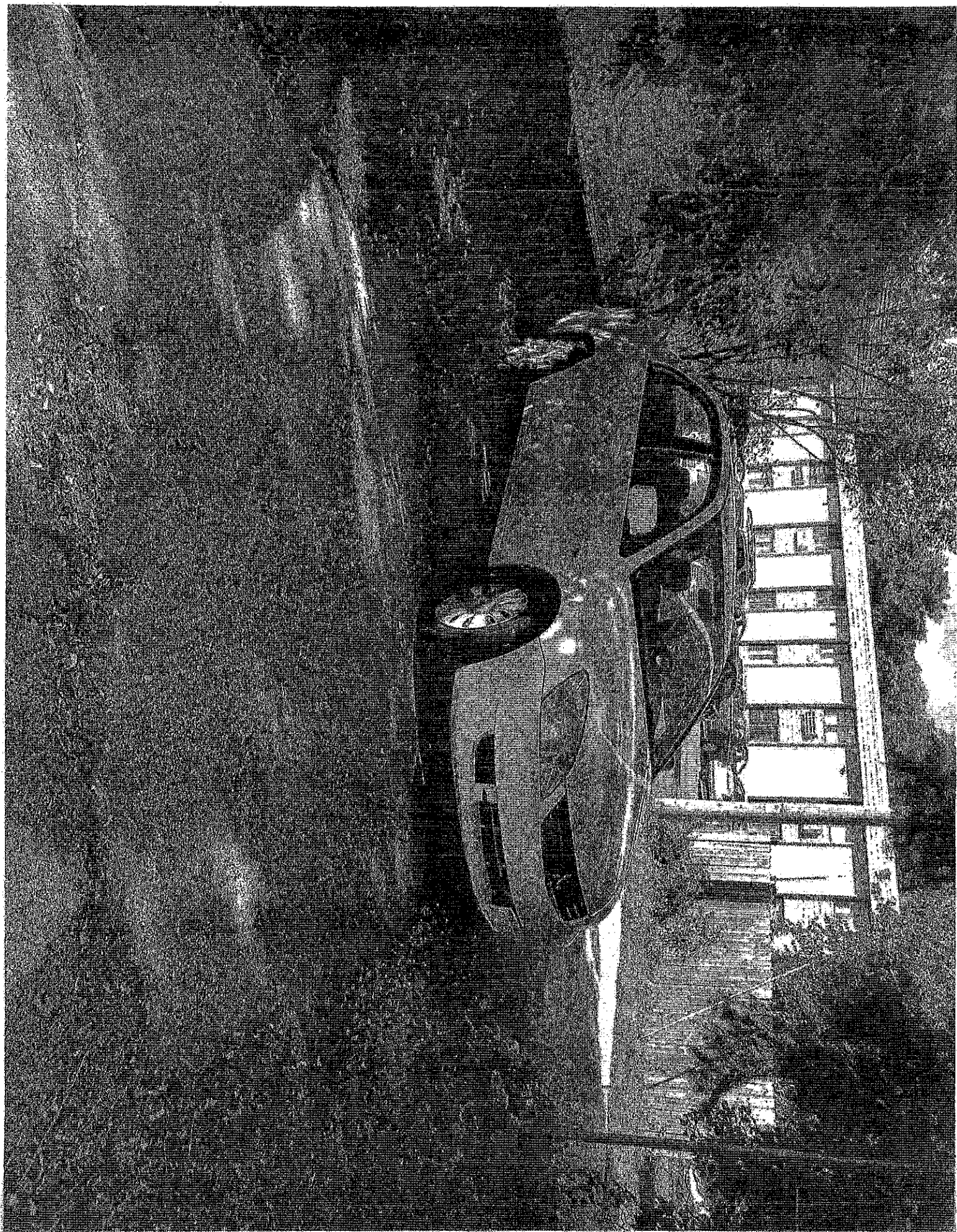
Dwayne & Alana Franklin

Sent from my Samsung Galaxy smartphone.

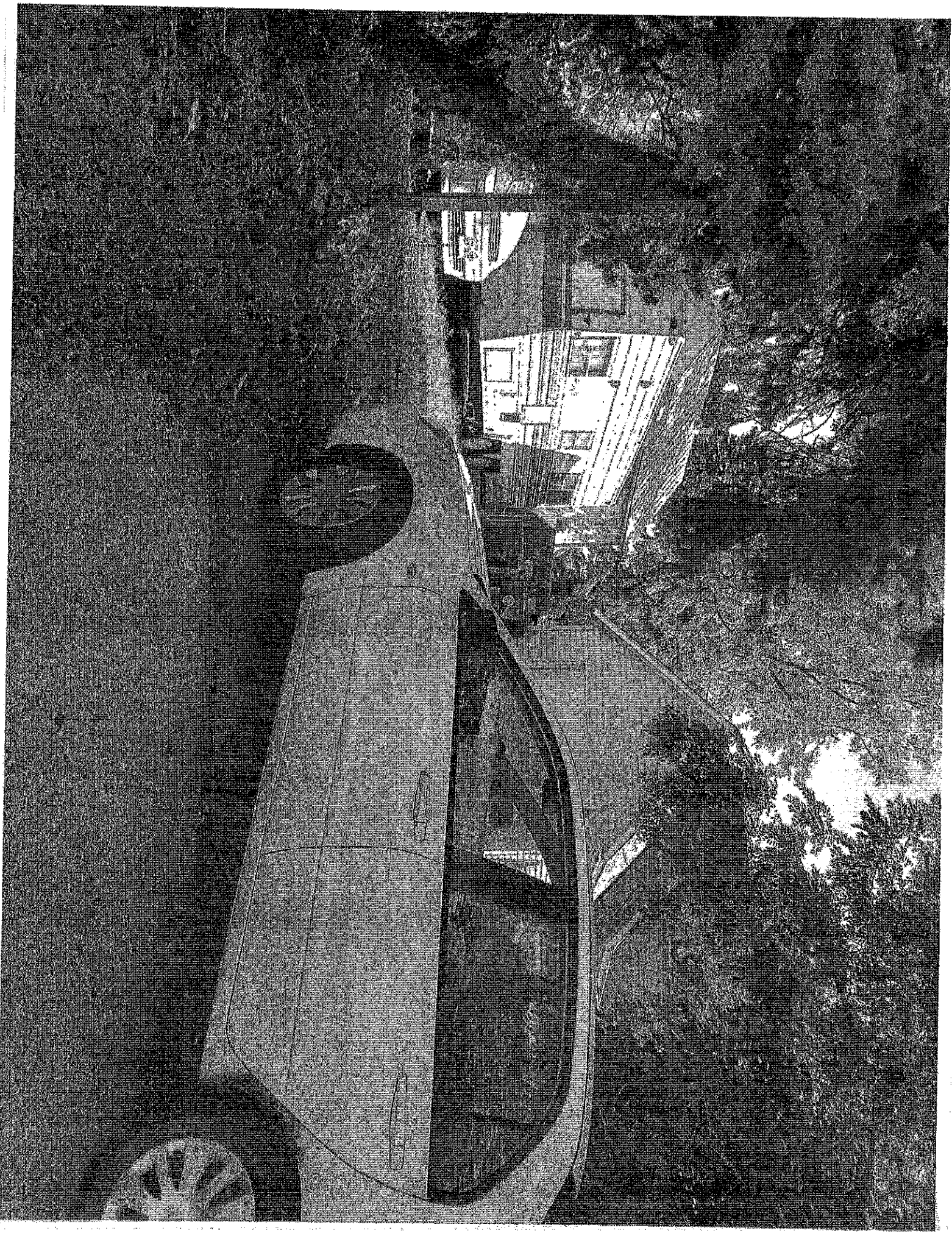




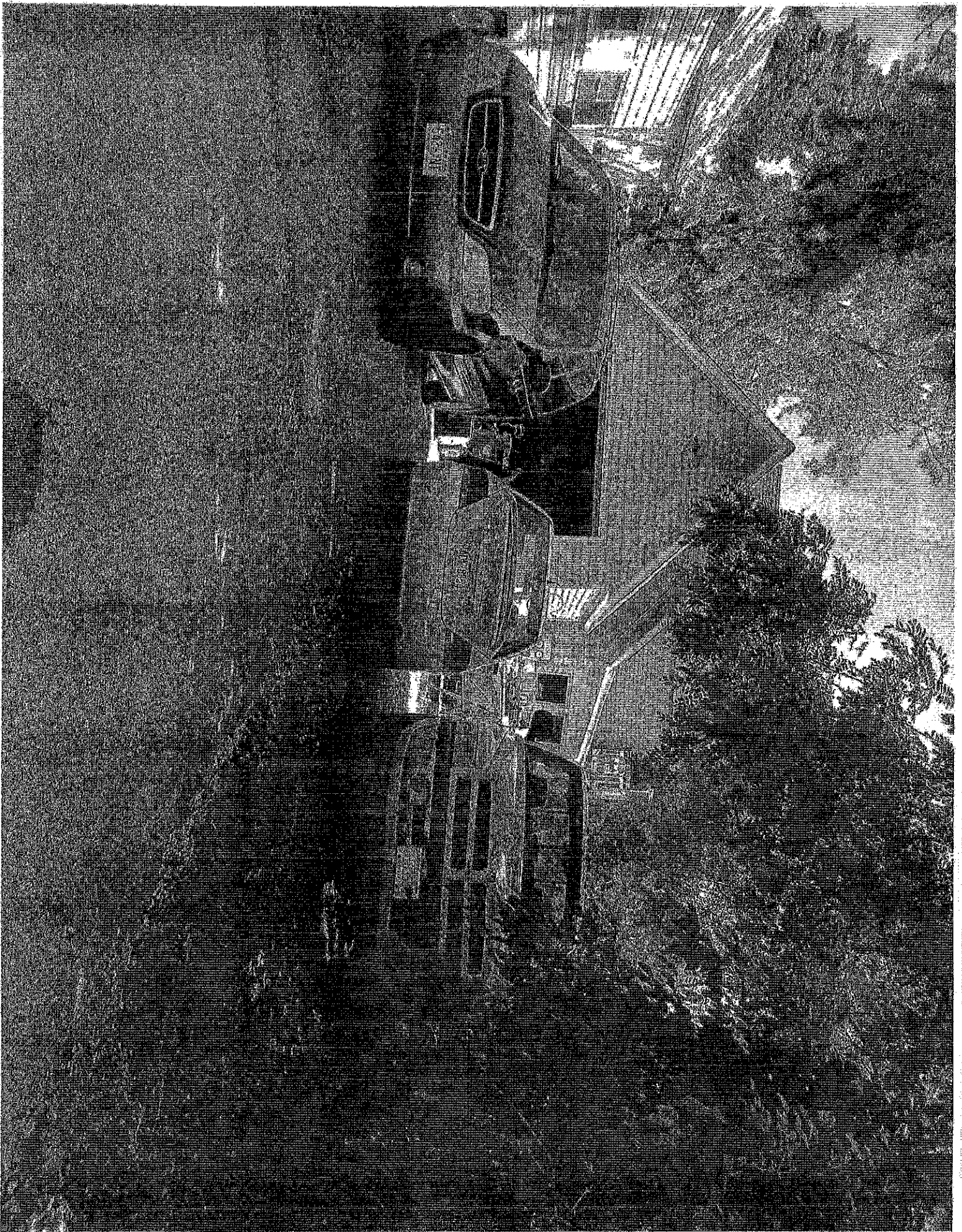












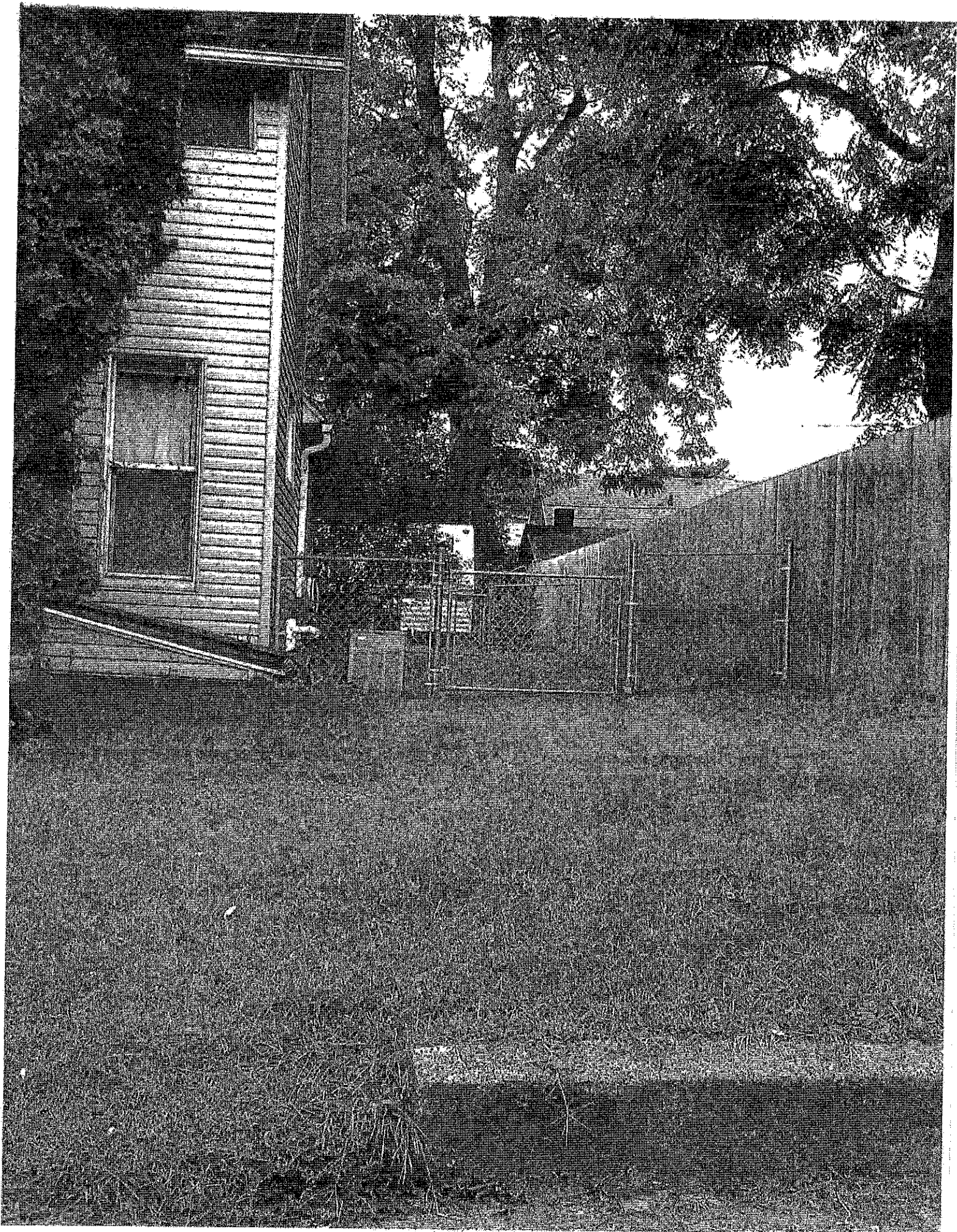




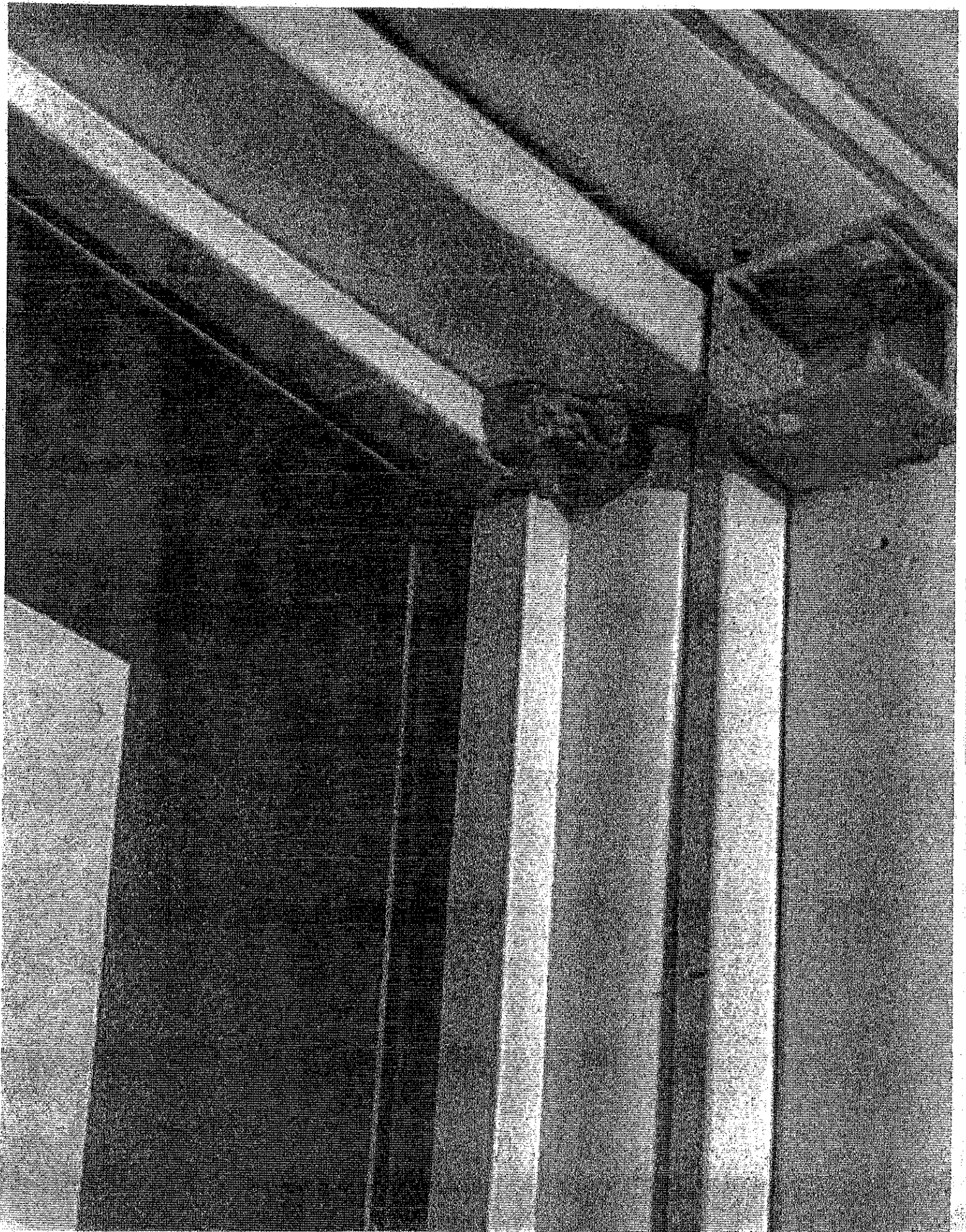








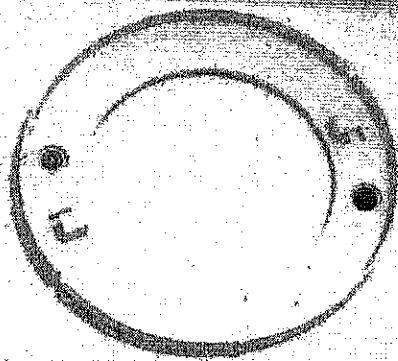




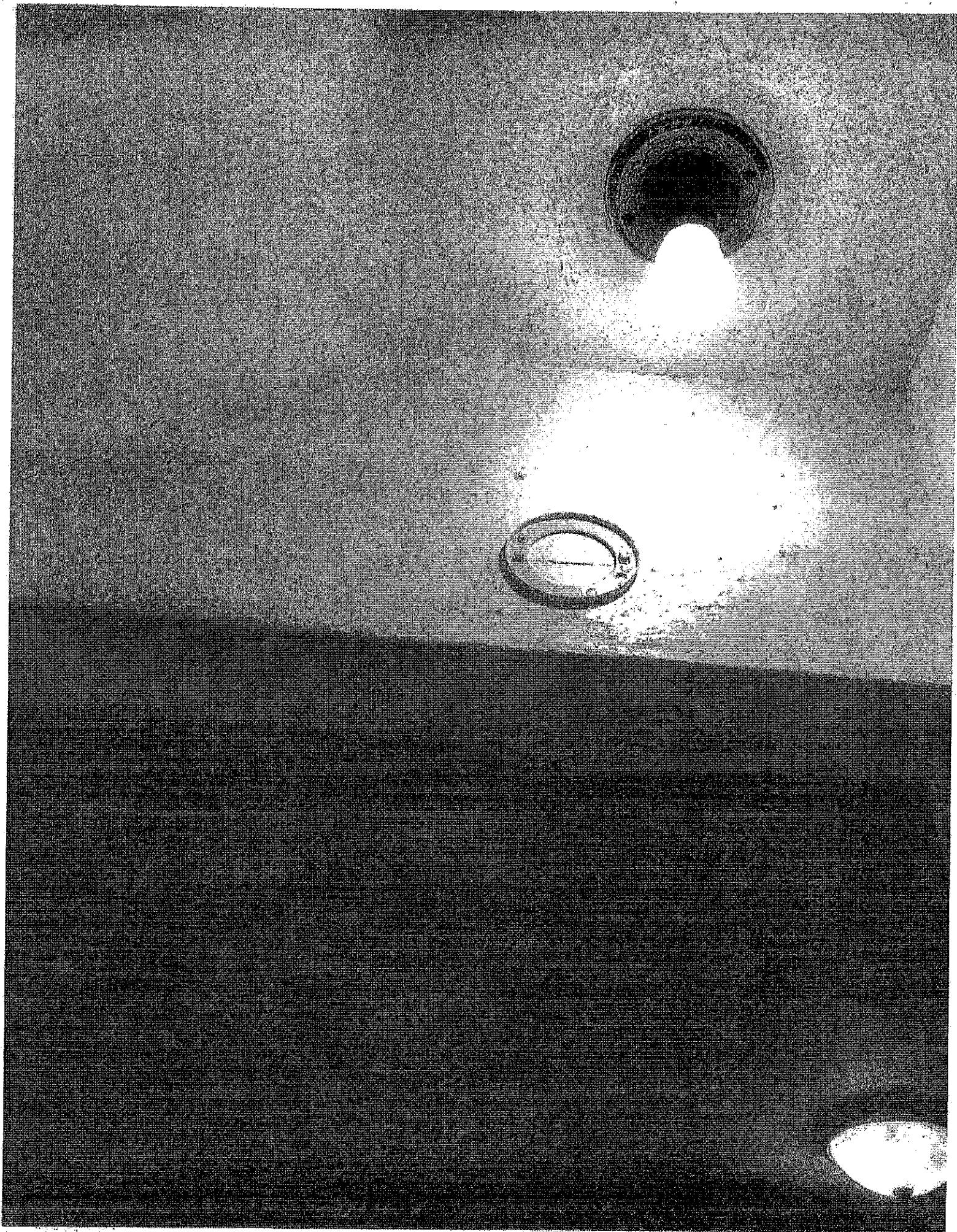














## Lehrke, Teri

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**From:** w1912f <w1912f@gmail.com>  
**Sent:** Friday, August 21, 2020 8:05 AM  
**To:** ZZ City Clerk  
**Cc:** frank1206a  
**Subject:** SB Edifice-Patrick Scheller Response to WCP/DWD  
**Attachments:** C11\_106779\_20200710103237(1).pdf; 07092020-R-emailrecd-106779(1).pdf

\*\*\* CAUTION: This email originated from an external sender. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. \*\*\*



**Lehrke, Teri**

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**From:** w1912f <w1912f@gmail.com>  
**Sent:** Friday, August 21, 2020 8:15 AM  
**To:** ZZ City Clerk  
**Cc:** frank1206a  
**Subject:** SB Edifice-Patrick Scheller Response to WCP/DWD  
**Attachments:** C11\_106779\_20200710103237(1).pdf; 07092020-R-emailrecd-106779(1).pdf

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Housing Discrimination Complaint against SB Edifice-Patrick Scheller of La Crosse, WI.

Dwayne & Alana Franklin  
316-558-2051  
316-749-5823







State of Wisconsin  
Governor Tony Evers

**Department of Agriculture, Trade and Consumer Protection**  
Secretary-designee Randy Romanski

July 10, 2020

Alana Franklin  
841 S Terrace Dr  
Wichita KS 67218-2241  
frank1206a@gmail.com

RE: File 106779 (Refer to this number when contacting our agency)  
Patrick Scheller  
PO Box 624  
La Crosse WI 54602-0624

Dear Alana Franklin:

I have received a response from Patrick Scheller concerning your complaint, which does not offer your desired resolution. I have enclosed a copy of the reply for your information.

There appears to be a dispute of the facts regarding this complaint. Our department does not have the authority to make a determination as to who is correct. That must be done in a court of law.

Since your complaint was not resolved through mediation, you have the option to contact a private attorney to discuss your legal remedies or file in small claims court. A fact sheet on small claims court is available on our website at [datcp.wisconsin.gov](http://datcp.wisconsin.gov).

I have recorded your complaint in our computer database, and it will be included in information provided to consumers who inquire about the business for a three-year period. It also will assist us in monitoring the business community for unfair business practices.

Thank you again for bringing your complaint to our attention.

Sincerely,

Nolan Stracke  
Consumer Protection Investigator  
Mediation Unit  
Bureau of Consumer Protection  
Email: [Nolan.Stracke@wisconsin.gov](mailto:Nolan.Stracke@wisconsin.gov)  
[www.facebook.com/wiconsumer](http://www.facebook.com/wiconsumer)

Enc.: Copy of response

*Wisconsin - America's Dairyland*

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • [Wisconsin.gov](http://Wisconsin.gov)  
An equal opportunity employer



## Stracke, Nolan W - DATCP

---

**From:** Pat Scheller <sbehome@gmail.com>  
**Sent:** Thursday, July 9, 2020 6:27 PM  
**To:** Stracke, Nolan W - DATCP  
**Subject:** Re: Consumer Complaint 106779

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To: Nolan Stracke  
CPI- Mediation unit  
Bureau of Consumer Protection

From: Patrick Scheller  
SBE LLC  
608-769-7822

RE: File 106779  
Alana Franklin  
1027 Rose st  
La Crosse, WI

First, I hope the email format is a proper way to respond to this complaint. To start with, i will be honest in saying that i feel this complaint is frivolous and did not/ does not warrant a response. I have been in the rental business for over 25 years and to the best of my knowledge have never had a complaint filed against me. The part that most upsets me is the allegation that I discriminated against the Franklins. First of all I rented the apartment at 1027 Rose to them.

This whole incident began on or about June 18th and went from bad to worse very quickly , mostly due to action by Franklins. It did not take long to determine the differences between the Franklins and the downstairs tenant were irreconcilable. Mark Warrener, the downstairs tenant, has been in the property since the time I purchased it about 12 years ago and has never had any problems with any of the other tenants who have occupied 1027 Rose st.

to place the Franklins in another apartment as a way of i offered to try At that point and i would try to find a way to resolving the dispute. Stating that they had been good tenants offer to a prospective tenant an make this work. ( keeping them as tenants). I actually pulled offered that unit to the Franklins. I called them and told them that I for a two bedroom and be a problem for and it would be \$665 / month. I asked if that would had an apartment and alana's them exact words were ( no problem, that is chump change).

After the conversation all communication from the Franklins ceased. They did not respond to numerous text messages or calls trying to resolve the issue. At this point they , the Franklins

Began to engage in a series of disruptive and destructive behaviors which culminated in me contacting the police to see what action could be taken to stop said behavior and damage. They had begun to pound aggressively on the floor for extended periods of time. This of course caused a disturbance and well as damage to the ceiling of the lower apartment. By mere chance the La Crosse policeman that i spoke with about what to do, indicated that he had i meeting with the franklin's the day before. He indicated they wanted nothing to do with anything he had to say and Flat out called him a racist. He indicated that if behavior continued that i could possibly begin property damage charges against the franklin's. Again, the Farnklins would not respond to any form of attempted communication. I did send a text indicating that this was a possibility, hoping they would cease their behavior.

At this time, due to this aggressive behavior and lack of any communication on their part, I choose to serve them with a non renewal notice, as they are/were currently on a month to month lease. I texted them that I intended to do so and would be stopping by soon to drop it off. I went to the 1027 Rose to deliver the notice and knocked on the door. To my surprise, Mr Franklin answered the door. At that time I Asked him if he would like to talk. He took the notice, called my a Expletive white racist and slammed the door in my face. I was quite shocked.

I then received a text from them within several days that they were out of the apartment. I posted a 24 hour notice to enter on the door and then entered the next day. I was baffled by what I found. They left some furniture behind, but had destroyed all of it. They cut the cords off all of the electrical appliances they left behind. They also left a large amount of good dishes and food. Their behaviour, in the last week or so that they were there had become very irrational and strange,

As stated earlier, I made every attempt to resolve this issue and went out of my way to make it work. They did not try in any way to make it work, quite the contrary. I was racist, the other tenant was racist and the police are racist.

I do not want to defend myself, but at this time my business has multiple tenants who are clients of section 8 and CouleeCap. We do not discriminate.

Since they have moved out of 1027 Rose st, SBE LLC has sent the Franklins their security deposit refund letter as required. A check for \$450 was enclosed. They were charged for July's rent as no 30 day notice was given and \$100 was kept to cover the cost of removing personal items left behind.

I hope this is a sufficient response.

Thank You  
Patrick Scheller  
SBE LLC  
608-769-7822

for

On Tue, Jul 7, 2020 at 2:10 PM Stracke, Nolan W - DATCP <[nolan.stracke@wisconsin.gov](mailto:nolan.stracke@wisconsin.gov)> wrote:

To Whom It May Concern,

I have still not received a written response to the complaint that was filed with the Department of Agriculture, Trade and Consumer Protection against your business. I have attached a letter for your review and response.

Sincerely,

Nolan Stracke

Consumer Protection Investigator – Mediation Unit

Bureau of Consumer Protection

Wisconsin Department of Agriculture, Trade and Consumer Protection

(608) 224-4921

[Nolan.Stracke@Wisconsin.gov](mailto:Nolan.Stracke@Wisconsin.gov)



—  
SB Edifice LLC / PSBT LLC / Fleming Scheller Investments  
PO BOX 624  
La Crosse, Wisconsin 54602





## Lehrke, Teri

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**From:** w1912f <w1912f@gmail.com>  
**Sent:** Friday, August 21, 2020 11:40 AM  
**To:** ZZ City Clerk  
**Cc:** frank1206a  
**Subject:** Housing Discrimination Complaint against SB Edifice-Patrick Scheller La Crosse, WI  
**Attachments:** 20200821\_084834.jpg; 20200821\_084758.jpg

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Amended/corrected version.

Here are non-renewal notice and security deposit return which we feel was retaliatory. We called police on downstairs tenant Mark Werner for the second time while living at 1027 Rose St La Crosse, WI 54603 June 17, 2020. We filed our initial complaint with WCP and DWD Equal Rights Division June 19, 2020. Owner Patrick Scheller personally served us a non-renewal notice June 22, 2020. We left 1027 Rose St the next day June 23, 2020 which we also have evidence of videos, pics, text/phone correspondence with Patrick Scheller. Patrick Scheller states in security deposit return and his reply to your agency and WCP that we left behind furniture, good dishes, food, cookware, electronics and he withheld \$100 from our deposit. We left those things because of the toxic/destructive behavior Patrick Scheller and Mark Werner displayed towards us throughout our year lease June 1, 2019-June 23, 2020 and especially our last week at 1027 Rose St beginning when we called the police on Mark Werner June 17, 2020-June 23, 2020 (which we also sent corroborating evidence of.) We felt we had to act/make an immediate decision for our best interest as we felt Patrick Scheller's and Mark Werner's behavior became an immediate threat to our livelihoods and that decision was to remove ourselves as soon as possible as we knew Patrick Scheller was going to try to have us charged with something and/or vacate us. Us feeling we had to leave on the spur of the moment before we were ready/wanted to, without another destination, during a pandemic, Patrick Scheller keeping \$100 out of our deposit and us feeling he caused/created the problem/our situation added insult to injury and speaks volumes as to Patrick Scheller's character/personality. Patrick Scheller continues to taunt, attack, try and destroy, minimize, disrespect, degrade, demean and belittle us covertly by addressing my wife by her maiden name, putting my wife's name first, misspelling our names but writing them correctly on our partial security deposit return check and his reply to the state. Mentioning our new location (insinuating that he did us some kind of favor by giving us a good rental reference to our new landlord and we fulfilled and never violated our lease with Patrick Scheller and he said in his reply to WCP and your agency that we were good tenants.) How or why would/could he have given us a bad reference? which we were prepared for. If we were "good" tenants why were we removed/non-renewed and not Mark Werner who was the true problem/aggressor? Patrick Scheller also tried to dismiss our discrimination claims by stating in his reply to the state by stating in so many words "if he was racist why would he rent to us?" like he did us a favor by renting to us. Patrick Scheller actually did us a huge disfavor, inconvenienced us and a disservice in his and Mark Werner's we feel intentional behavior, (which we sent your agency text correspondence between us and Patrick Scheller saying early on in our lease that "if we would have known about the parking situation and Mark Werner's behavior we would not have rented/moved into 1027 Rose St we would have and could have explored other rental options." What adults in their right mind would have wanted to go through what we went through while living at 1027 Rose St. Patrick Scheller and Mark Werner were trying to scam us by Patrick Scheller offering to move us into a bigger and more expensive unit which due to letting Mark Werner do his behavior to us and Patrick Scheller ignoring it and knowing about it by being told by us and us calling and reporting Mark Werner and Patrick Scheller to the police starting early on in our lease and backfired on them. The year we lived there we never been late on rent or had any complaints until after we called the police on Mark Werner June 17, 2020 (our last week at 1027 Rose St) coincidentally. A very weak, shallow, petty, desperate, pathetic and racist complaint. A noise complaint,

destroying a plant and a \$30 light fixture in Mark Werner's apartment which was recanted by the LCPD. This stuff is legal under the Fair Housing Act? How can an entity such as SB Edifice-Patrick Scheller even be allowed to operate with the public? But...I guess the world is full of Patrick Scheller's which is/has been the problem today and throughout history. This has become acceptable/normal behavior "towards certain people." Patrick Scheller also has very bad/incriminating reviews online which we were unaware of before moving into 1027 Rose St and becoming his targets ourselves. Hard and very damaging lesson learned.

Regards,  
Dwayne and Alana Franklin  
316-558-2051  
316-749-5823

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Dunmore Addition Kean/KM  
811 S. Jerome Dr.  
Wichita, KS  
67218

POSTAGE WILL BE PAID BY ADDRESSEE

SEC 11 C  
SECURITY DEPOSIT REFUND FOR

Name: Alvin Hughes and Dwight Kean/KM  
ADDRESS: 1026 Rose Street, La Crosse, WI 54603

Security Deposit Paid: \$558.00  
Late Penalties/Interest: \$100.00  
Security Deposit Refund: \$458.00

Below is a list of items that would require a bar you vacated the apartment. These items are not covered under normal wear and tear. If you vacated without proper written notice of 30 days, you have automatically forfeited your deposit and have no other recourse. Please contact us immediately if you have a negative refund balance at (608) 789-7822 to make payment arrangements.

Violation of smoking policy  
Burst or cracked or stained objects from your home  
Broken items  
Large marks on walls or floors and/or excessive stains on walls

Door: Windowed Screen from vacant location not returned properly yet behind locker and used for storage of property not in apartment. \$100.00

Call up the repair person as well as contractor  
Painting issues: 1. Ceiling in the

Kid's room / Stove / hot water heater / door for cleaning  
Also include in your check and refundable covered by who was working between during tenancy, etc.

Stove cabinets and drawers  
Or misplaced dishes and silver items and other

Damage to missing blinds, doors, etc.  
Doors missing: Windows, Ceiling, Floor, etc.

Repair or Replacement  
Account listed monthly late fees

Unpaid Rent  
Total cost for labor including removal of property from your flat

Patrick Schaefer  
SB Ethics LLC / PSNT LLC / Patrick Schaefer Investments  
PO BOX 624  
La Crosse, WI 54602

Date: July 9, 2023





Diana Hughes  
Dwayne Franklin

**NOTICE OF NON-RENEWAL OF LEASE SB EMBCE LLC**

Name: Diana Hughes and Dwayne Franklin  
1027 Rose Street, LA Crosse, Wisconsin 54603

This letter is notice to you that your current lease/rental agreement for the above described premises is for a term of 12 months and will not be renewed. As of 10:00 AM, you have until July 27, 2020 to vacate the property.

Additionally, as you know, we will be signing an end of action. This will be done to ensure your compliance with this non-renewal. If you move out by the assigned date of July 27, 2020, you will not be liable for any property in the condition it was when you moved in. The action will be dropped.

You are required to surrender the premises to Landlord/Agent within thirty days of this notice. Please refer to the same conditions as you found it upon move-in, normal wear and tear excluded. You are required to return all keys when vacating the premises.

Our records show you have a security deposit in the amount of \$3551.00. Any refunds due you after deducting for repairs and unpaid rent (if applicable) will be sent to your new address at 21 days after you move out. If you do not provide a new address, any refund will be made to your last known address.

Dated: June 22, 2020

Sincerely, Patrick Scheller

PATRICK SCHELLER  
PO BOX 624  
LA CROSSE, WI 54602

If you have any questions or concerns please contact me at 608.799.7922.



