



City of Milwaukee - Reported Part 1 Crimes

Citywide and Buffer Areas around Convenient Lending Businesses

2004 Part 1 Crimes	500' Buffer 2004	1500' Buffer 2004	2004 City
ARSON	7	61	292
AGG ASSAULT	187	942	3590
BURGLARY	7	1179	4960
HOMICIDE	4	31	88
MOTOR VEH THEFT	311	1676	6555
ROBBERY	315	970	2830
SEX ASSAULT	26	176	750
THEFT	1522	6290	23561
TOTAL Reported Crimes	2379	11325	42626

2004 Geocoding results: 41341 matched, 1197 unmatched for a 97% geocoding rate

2003 Part 1 Crimes	500' Buffer 2003	1500' Buffer 2003	2003 City
ARSON	18	97	354
AGG ASSAULT	208	1077	3880
BURGLARY	279	1468	5991
HOMICIDE	7	26	106
MOTOR VEH THEFT	272	1627	6643
ROBBERY	120	951	2941
SEX ASSAULT	29	181	778
THEFT	1881	7075	25589
TOTAL Reported Crimes	2814	12502	46282

2003 Geocoding results: 44904 matched, 1272 unmatched for a 97% geocoding rate

2002 Part 1 Crimes	500' Buffer 2002	1500' Buffer 2002	2002 City
ARSON	8	106	415
AGG ASSAULT	210	1121	4268
BURGLARY	264	1593	6755
HOMICIDE	3	29	108
MOTOR VEH THEFT	339	1810	7592
ROBBERY	408	1150	3203
SEX ASSAULT	24	195	880
THEFT	2071	7449	26260
TOTAL Reported Crimes	3327	13453	49481

2002 Geocoding results: 47868 matched, 1505 unmatched for a 97% geocoding rate

There are 79 Convenient Lending Businesses located in the City of Milwaukee.

THIS REPORT IS FOR INTERNAL USE ONLY!

The information in this report is an approximation based on data retrieved from a dynamic database. The Data has not been reviewed and approved and is subject to change or deletion. The Data has not been edited for NIBRS/WIBRS/UCR crime reporting purposes. This report is not to be released to the public without prior approval of the Chief of Police. Offense Data was obtained from the Records Management System.

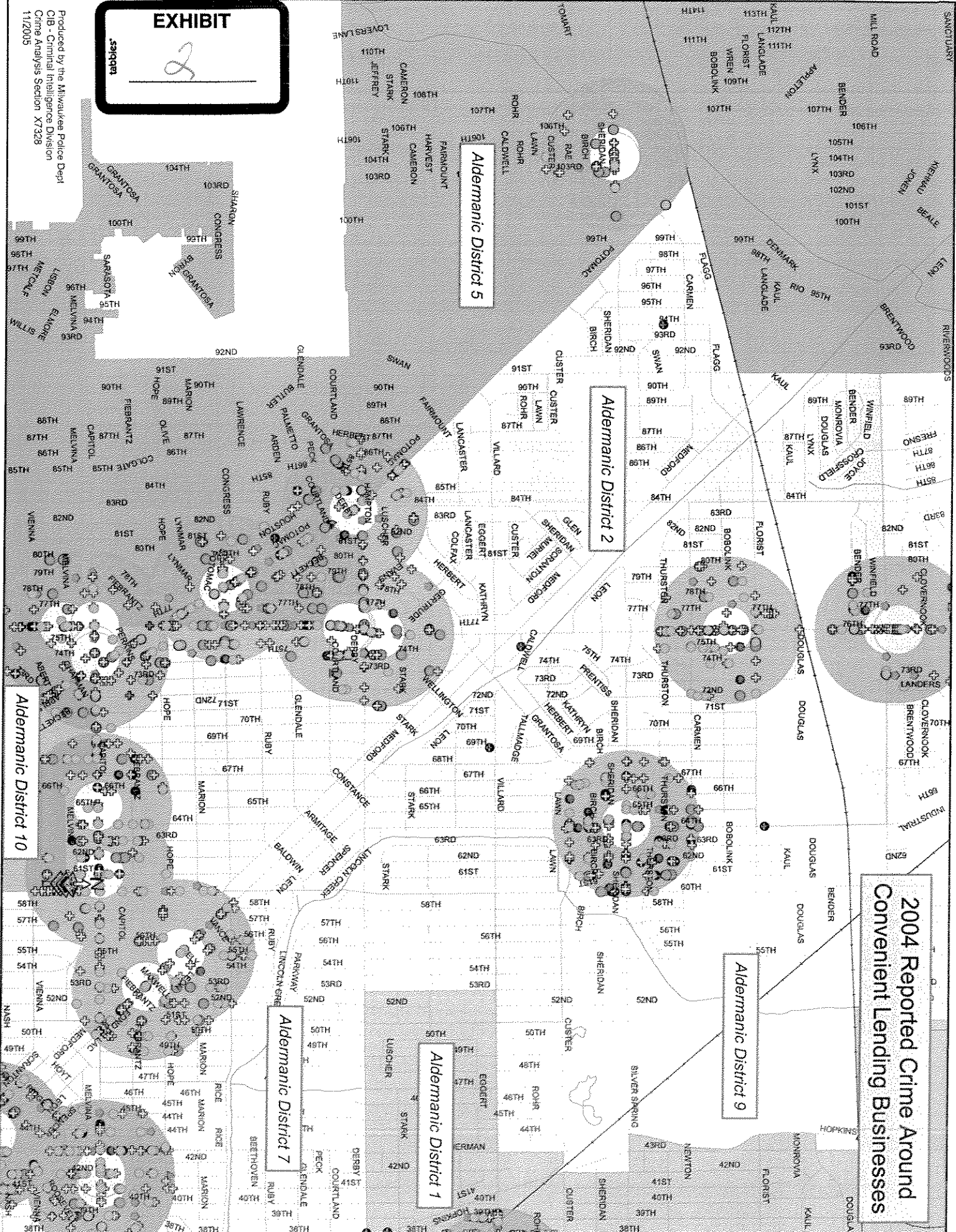
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EXHIBIT

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Produced by the Milwaukee Police Dept
CIB - Criminal Intelligence Division
Crime Analysis Section XT328
11/2005



**2004 Reported Crime Around
Convenient Lending Businesses**



Sherman Morton - Your state's debt collection time limits

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Date: 11/3/2005 12:55:42 PM
Subject: Your state's debt collection time limits

Fair Debt Collection.com

Use the Statute of Limitations listed below to determine your state's debt collection time limits!

- | | | | |
|---|--------------------------------------|---------------------------------------|---------------------------------------|
| <u>Alabama</u> | <u>Illinois</u> | <u>Montana</u> | <u>Rhode Island</u> |
| <u>Alaska</u> | <u>Indiana</u> | <u>Nebraska</u> | <u>South Carolina</u> |
| <u>Arizona</u> | <u>Iowa</u> | <u>Nevada</u> | <u>South Dakota</u> |
| <u>Arkansas</u> | <u>Kansas</u> | <u>New Hampshire</u> | <u>Tennessee</u> |
| <u>California</u> | <u>Kentucky</u> | <u>New Jersey</u> | <u>Texas</u> |
| <u>Colorado</u> | <u>Louisiana</u> | <u>New Mexico</u> | <u>Utah</u> |
| <u>Connecticut</u> | <u>Maine</u> | <u>New York State</u> | <u>Vermont</u> |
| <u>Delaware</u> | <u>Maryland</u> | <u>North Carolina</u> | <u>Virginia</u> |
| <u>District of Columbia</u> | <u>Massachusetts</u> | <u>North Dakota</u> | <u>Washington</u> |
| <u>Florida</u> | <u>Michigan</u> | <u>Ohio</u> | <u>West Virginia</u> |
| <u>Georgia</u> | <u>Minnesota</u> | <u>Oklahoma</u> | <u>Wisconsin</u> |
| <u>Hawaii</u> | <u>Mississippi</u> | <u>Oregon</u> | <u>Wyoming</u> |
| <u>Idaho</u> | <u>Missouri</u> | <u>Pennsylvania</u> | <u>Ontario</u> |
| | | | <u>Virgin Islands</u> |

Up Alabama Statutes of Limitations

Contracts under seal: 10 years, (A.C. 6-2-33)

Contracts not under seal; actions on account stated and for detention of personal property or conversion: 6 years (A.C. 6-2-34)

Sale of goods under the UCC: 4 years (A.C. 7 -2- 725)

Open accounts: 3 years (A.C. 6-2-37)

Actions to recover charges by a common carrier and negligence actions; 2 years, (A.C. 6-2-38)

Actions based on fraud: 2 years (A.C. 6-2-3)

Up **Alaska Statutes of Limitations**

Action on a sealed instrument: 10 years (A.S. 09.10.40)

Action to recover real property: 10 years (A.S. 09.10.30)

Action upon written contract: 3 years (A.S. 09.10.55) Note: prior to 8/7/97 -the statute of limitations for written contracts was six years.

Action upon contract for sale: 4 years (A.S. 45.02.725) However, limitations by agreements may be reduced, but not less than one year (A.S. 45.02.725).

Up **Arizona Statutes of Limitation**

Written contracts: 6 years, runs from date creditor could have sued account.

Oral debts, stated or opens accounts: 3 years.

Actions for fraud or mistake: 3 years from the date of the discovery of the fraud or mistake.

Actions involving fiduciary bonds, out of state instruments and foreign judgments: 4 years. NOTE: Arizona applies its own statute of limitations to foreign judgments rather than that of the state that originally rendered the judgment whether the judgment is being domesticated under the Uniform Enforcement of Foreign Judgments Act or pursuant to a separate action on the foreign judgment.

An Arizona judgment must be renewed within five years of the date of the judgment.

Up **Arkansas Statutes of Limitations**

Written contracts: 5 years, NOTE: Partial payment or written acknowledgement of default stoppeds this statute of limitations. (A.C.A. 16-56-111)

Contracts not in writing: 3 years, (A.C.A. 16- 56-105)

Breach of any contract for the sale of goods covered by the UCC: 4 years,
(A.C.A. 4-2- 725)

Medical debts: 2 years from date services were performed or provided or from
the date of the most recent partial payment for the services, whichever is later.
(A.C.A. §16-56-106)

Negligence actions: 3 years after the cause of action. (A.C.A. § 16-56-105)

UP **California Statutes of Limitation**

Written agreements: 4 years, calculated from the date of breach.

Oral agreements: 2 years.

The statute of limitation is stopped only if the debtor makes a payment on the
account after the expiration of the applicable limitations period.

UP **Colorado Statutes of Limitation**

Domestic and foreign judgments: 6 years and renewable each six years. Note:
If for child support, maintenance or arrears the judgment (lien) stays in effect
for the life the judgment without the necessity of renewal every six years.

All contract actions, including personal contracts and actions under the UCC: 3
years (C.R.S. 13-80-101), except as otherwise provided in 13-80-103.5; All
claims under the Uniform Consumer Credit Code, except sections 5-5-201(5);
All actions to recover, detain or convert goods or chattels, except as otherwise
provided in section 13 -80-103.5.

Liquidated debt and unliquidated determinable amount of money due;
Enforcement of instrument securing the payment of or evidencing any debt;
Action to recover the possession of secured personal property; Arrears of rent:
6 years, (C.R.S. 13-80-103.5)

UP **Connecticut Statutes of Limitation**

Written contract, or on a simple or implied contract: 6 years, (CGS 52-576)

Oral contract, including any agreement wherein the party being charged has
not signed a note or memorandum: 3 years, (CGS § 52- 581)

UP **Delaware Statutes of Limitation**

General contracts: 3 years;

Sales under the UCC: 4 years

Notes 6 years;

Miscellaneous documents under seal: No limitation.

Up District of Columbia Statutes of Limitation

Contract, open account or credit card account: 3 years from the date of last payment or last charge. NOTE: An oral promise to pay re-starts the three years.

Contracts under seal: 12 years.

UCC Sales of Goods: 4 years.

Up Florida Statutes of Limitation

Contract or written instrument and for mortgage foreclosure: 5 years. F.S. 95.11.

Libel, slander, or unpaid wages: 2 years.

Judgments: 20 years total and to be a lien on any real property, it has to be re-recorded for a second time at 10 years.

The limitations period begins from the date the last element of the cause of action occurred, (95.051). NOTE: The limitation period is tolled (stopped) for any period during which the debtor is absent from the state and each time a voluntary payment is made on a debt arising from a written instrument.

Almost all other actions fall under the 4-year catch-all limitations period, (F.S. 95.11(3)(p)).

Up Georgia Statutes of Limitation

Breach of any contract for sale: 4 years, (OCGA 11-2- 725) NOTE: Parties may reduce limitation to not less than one year, but not extend it. A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach.

Contract, including breach of warranty or indemnity: 4 years, (OCGA 11- 22A-506) NOTE: The parties may reduce the period to one year.

Written contract: 6 years from when it becomes due and payable and the six (6) year period runs from the date of last payment. (OCGA 9-3-24)

Open account; implied promise or undertaking: 4 years, (OCGA 9-3-25).
NOTE: Payment, unaccompanied by a writing acknowledging the debt, does not stop the statute. Therefore, the statutory period runs from the date of default, not the date of last payment.

Bonds or other instruments under seal, 20 years, (OCGA 9-3-23) NOTE: No instrument is considered under seal unless it's stated in the body of the instrument.

UP **Hawaii Statutes of Limitation**

Breach of contract for sale under the UCC: 4 years.

Contract, obligation or liability: 6 years.

Judgments: 10 years, renewable if an extension is sought during the 10 years.

NOTE: The time limitation stopped during the time of a person's absence from the state or during the time that an action is stayed by injunction of any court.

UP **Idaho Statutes of Limitation**

Breach of contract for sale under the UCC: 4 years.

Written contract or liability: 5 years.

Contract or liability that is not written: 4 years. NOTE: The time period begins as of the date of the last item, typically a payment or a charge under a credit card agreement. A written acknowledgement or new promise signed by the debtor is sufficient evidence to cause the relevant statute of limitations to begin running anew. Any payment of principal or interest is equivalent to a new promise in writing to pay the residue of the debt.

Judgments: 5 years but may be renewed for another five-year period. NOTE: An independent action on a judgment of any court of the United States must be brought within 6 years.

The time limitation for the commencement of any action is tolled during the time of a person's absence from the state or during the time that an action is stayed by injunction or by statutory prohibition action.

UP **Illinois Statutes of Limitation**

Breach of contract for sale under the UCC: 4 years.

Open account or unwritten contract: 5 years. NOTE: Except, as provided in 810 ILCS 5/2- 725 (UCC), actions based on a written contract must be filed within 10 years, but if a payment or new written promise to pay is made during the

10 year period, then the action may be commenced within 10 years after the date of the payment or promise to pay.

Domestic judgments: 20 years, but can be renewed during that 20-year period.

Foreign judgments are the same time as allowed by the laws of the foreign jurisdiction.

Tolling: A person's absence from the state or during the time that an action is stayed by injunction, court order or by statutory prohibition tolls the time limit.

Non Sufficient Funds (NSF or Payment of Negotiable Instruments) checks: 3 years of the dishonor of the draft or 10 years after the date of the draft, whichever expired first: 810 ILCS 5/3-118

Up **Indiana Statutes of Limitation**

Breach of contract for sale under UCC: 4 years.

Unwritten accounts or contracts and promissory notes or written contracts for payment of money executed after August 31, 1982: 6 years.

Written contracts unrelated to the payment of money: 10 years.

Written acknowledgement or new promise signed by the debtor, or any voluntary payment on a debt, is sufficient evidence to cause the relevant statute of limitations to begin running anew.

Judgments: 10 years unless renewed.

Up **Iowa Statutes of Limitation**

Open account: 5 years from last charge, payment, or admission of debt in writing. Unwritten contracts: 5 years from breach.

Written contracts: 10 years from breach.

Demand note: 10 years from date of note.

Judgments: 20 years. However, an action brought on a judgment after nine years but not more than ten years can be brought to renew the judgment.

NOTE: Deficiency judgments on most residential foreclosures, and judgments on mortgage notes become essentially worthless two years from date of judgment.

Up **Kansas Statutes of Limitation**

Written agreement, contract or promise: 5 years.

Expressed or implied but not written contracts, obligations or liabilities: 3 years.

Relief on the grounds of fraud: 2 years.

Up Kentucky Statutes of Limitation

Recovery of real property: 15 years (KRS 413.0 10).

Judgment, contract or bond: 15 years (KRS 413.110).

Breach of sales contract: 4 years (KRS 355.2- 725).

Contract not in writing: 5 years (KRS413.120). NOTE: Action for liability created by statute when no there is no time fixed by statute: 5 years (KRS413.120).

Action on check, draft or bill of exchange: 5 years (KRS 413.120).

Action for fraud or mistake: 5 years (KRS 413.120).

Actions not provided for by statute: 10 years (KRS 413.160).

Up Louisiana Statutes of Limitation

Contracts: 10 years.

Open accounts: 3 years.

Lawsuits, which are filed but not pursued, become null three years after the last action taken.

Judgment: 10 years, and if not renewed within the ten years become a nullity.

Up Maine Statutes of Limitation

Generally all civil actions must be commenced within 6 years after the cause of action accrues. (14 M.R.S.A. 752)

The primary exception is for liabilities under seal, promissory notes signed in the presence of an attesting witness, or on the bills, notes or other evidences of debt issued by a bank, in which case, the limitation is twenty (20) years after the cause of action accrues. (14 M.R.S.A. 751)

Judgments are presumed paid after twenty (20) years. (14 M.R.S.A. 864)

Up Maryland Statutes of Limitation

Civil action: 3 years from the date it accrues, unless:

Breach of contract under any sale of goods and services under the UCC: 4 years after the cause of action, even if the aggrieved party is unaware of the breach.

Promissory notes or instruments under seal, bonds, judgments, recognizance, contracts under seal, or other specialties: 12 years.

Financing statement: 12 years, unless a continuation statement is filed by a secured party six (6) months prior to end of twelve (12) year period. (Maryland, Commercial Law article Sec. 2-725; Courts & Judicial Proceedings Article Sec. 5-101-02, 9-403).

NOTE: The 3 year statute of limitations begins again if creditors can document that a debtor has reaffirmed a debt by a good faith basis by a written agreement, orally, or by payment.

Up **Massachusetts Statutes of Limitation**

Debt instruments issued by banks, Contract under seal: 20 years.

Judgments: 20 Years.

Oral or Written Contracts: 6 Years.

Consumer Protection Actions: 4 Years.

Recovery of Property: 3 Years.

Probate Claims: 1 Year from date of death.

Claims on mortgage notes following foreclosure or on claims junior to a foreclosed mortgage: 2 Years.

Up **Michigan Statutes of Limitation**

Breach of Contract: 6 years, (MCL 600.5807(8)).

Breach of Contract for Sale of goods under the UCC: 4 years: including deficiency actions following repossession and sale of goods subject to a security interest, (MCL 440.2725(1)).

Judgments: 10 years, but are renewable by action for another 10 years, MCL.600.5809(3).

NOTE: Another state's limitation period may apply check statutes carefully.

Up **Minnesota Statutes of Limitation**

Breach of contract for sale under the UCC: 4 years, (MSA 336.2.).

NOTE: Except where the Uniform Commercial Code otherwise prescribes, actions based on a contract or other obligation, express or implied, must be brought within 6 years after the cause of action occurred (Chapter 541).

Tolling: New written acknowledgement or payment tolls the statute of limitations for the debt.

Judgments: 10 years.

UP **Mississippi Statutes of Limitation**

Contracts and Promissory Notes: 3 years (MCA 75-3-118, 75-2-725, and 15-1-49).

Open Accounts: 3 years from the date at which time the items on the account became due and payable, (MCA 15-1-29 & MCA 15-1-31).

Judgment liens on real estate: 7 years, but can be renewed by filing suit to renew judgment prior to expiration of 7th year, (MCA 15-1-47).

Deficiency claims: 1 year from sale of collateral, (MCA 15-1-23)

Enforcement of construction liens: 1 year from date lien is filed, (MCA 85- 7-141)

UP **Missouri Statutes of Limitation**

Written agreement that contemplates the payment of money or property: 10 Years, (Mo.Rev. Stat. §516.11 0). NOTE: Under certain circumstances, the contractual statute of limitations may be reduced to five years.

Open accounts: 5 years, (Mo. Rev. Stat. §516.120).

Sale of goods under the UCC: 4 years. NOTE: The statute begins to run from the date when the breach occurred for contracts and from the time of the last item in the account on the debtor's side for actions on accounts.

UP **Montana Statutes of Limitation (MCA Title 27, Chapter 2)**

Written contract, obligation or liability: 8 years.

Contract, account or promise that is not based on a written instrument: 5 years.

Montana obligation on to provide a certain level of support for a spouse, child or indigent parent: 2 years.

Obligation or liability, other than a contract, account or promise not based on a written instrument: 3 years.

Relief on the grounds of fraud or mistake: 2 years.

NOTE: A written acknowledgement signed by the debtor or any payment on a debt is sufficient evidence to cause the relevant statute of limitations to begin running anew.

Judgment or decree of any U.S. court: 10 years. NOTE: Judgments rendered in a court not of record: 6 years.

Nebraska Statutes of Limitation

Real estate or foreclosure mortgage actions; product liability; 10 years.

Foreign judgments, contract or promise in writing, express or implied: 5 Years.

Unwritten contract, express or implied; Recovery of personal property; Relief on grounds of fraud; breach of contract for sale of goods; and open account: 4 years.

Liability created by federal statute with no other limitation: 3 years. Malpractice: 2 Years.

NOTE: SoL can be interrupted by partial payment or written acknowledgement of debt. The statute starts to run anew from the date of the partial payment or written acknowledgement, (Neb. Rev. Stat. §25-216)

NOTE: Actions on breach of contract for sale may be reduced to not less than one year.

Nevada Statutes of limitation

Written contract: 6 years.

Verbal contract: 4 years.

Property damage: 3 years.

Personal injury: 2 years.

New Hampshire Statutes of Limitation

Contracts and open accounts: 3 years, (RSA 508:4).

Contracts for the sale of goods under UCC: 4 years, (RSA 382-A: 2- 725).

Notes, defined as negotiable instruments: 6 years (RSA 382-A: 3-118)

Judgments, recognizance, and contracts under seal: 20 years (RSA 508:5)

Notes secured by a mortgage: 20 years and applies even if the mortgage has been foreclosed, (RSA 508:6).

Tolling: Payment on an account tolls the statute.

NOTE: Installment loans allow for separate measurement of the statutory period as each separate payment comes due, unless the loan has been accelerated.

Up **New Jersey Statutes of Limitation**

Conversion of an instrument for money: 3 years, (N.J.S.A.12A: 3-118(g)).

Sale of goods under the UCC: 4-years, (N.J.S.A. 12A; 2-725).

Real or personal property damage, recovery and contracts not under seal: 6 years (N.J.S.A. 2A: 14-1).

Demand Notes when no demand is made: 10 years. If demand made: 6 years from date of demand, (12A: 3-118(b)).

Obligations under seal for the payment of money only, except bank, merchant, finance company or other financial institution: 16 years, (N.J.S.A. 2A: 14-4) actions for unpaid rent if lease agreement is under seal, (N.J.S.A. 2A: 14-4).

Real estate: 20 years, (N.J.S.A. 2A: 14-7); Judgments: 20 years, renewable, (2A: 14-5); Foreign judgments: 20 years (unless period in originating jurisdiction is less), (2A: 14- 5).

Unaccepted drafts: 3 years from date of dishonor or 10 years from date of draft, whichever expires first, (12A: 3- 118(c)).

Up **New Mexico Statutes of Limitation**

Contract in writing: 6 years (except any contract for the sale of personal property is 4 years or the last payment, whichever is later).

All other creditor-debtor transactions are 4 years after accrual of the right to sue.

NOTE 1: An action accrues on the first date on which the creditor can sue for a breach or for relief, generally from the last purchase or the last payment.

NOTE 2: If the limitations period has expired, an acknowledgment or payment starts the period running again.

Judgments: 14 years.

Up **New York Statutes of Limitation**

N. Y. Civil Practice Law and Rules: Chapter Eight of the Consolidated Laws, Article 2 - Limitations of Time:

211. Actions to be commenced within twenty years. (a) On a bond. (b) On a money judgment. (c) By state for real property. (d) By grantee of state for real property. (e) For support, alimony or maintenance.

212. Actions to be commenced within ten years. (a) Possession necessary to recover real property. (b) Annulment of letters patent. (c) To redeem from a mortgage.

213. Actions to be commenced within six years: where not otherwise provided for; on contract; on sealed instrument; on bond or note, and mortgage upon real property; by state based on misappropriation of public property; based on mistake; by corporation against director, officer or stockholder; based on fraud.

213-a. Actions to be commenced within four years; residential rent overcharge.

213-b. Action by a victim of a criminal offense.

214. Actions to be commenced within three years: for non- payment of money collected on execution; for penalty created by statute; to recover chattel; for injury to property; for personal injury; for malpractice other than medical or dental malpractice; to annul a marriage on the ground of fraud.

UCC, Section 2--725. Statute of Limitations in Contracts for Sale. (1) An action for breach of any contract for sale must be commenced within four years after the cause of action has accrued. By the original agreement the parties may reduce the period of limitation to not less than one year but may not extend it. (2) A cause of action accrues when the breach occurs, regardless of the aggrieved party's lack of knowledge of the breach. Contract for lease of goods: 4 years (N. Y. U.C.C. 2-A-506(1)).

S 203. Method of computing periods of limitation generally. (a) Accrual of cause of action and interposition of claim. The time within which an action must be commenced, except as otherwise expressly prescribed, shall be computed from the time the cause of action accrued to the time the claim is interposed.

Uniform Commercial Code - Index

New York State Consolidated Laws

ND North Carolina Statute of Limitation

Express or implied contract, not under seal: 3 years.

Contract and sale of personal property under seal: 10 years.

Open account: 3 years, NOTE: Each payment renews the SoL on all items purchased within the 3 years prior that payment. If no payment is made, the SoL runs from date of each individual charge. Contracts: From date of breach or default, unless waived or performance under the contract is continued.

Judgments: 10 years

Partial payment BEFORE the SoL expires renews the SoL from date of payment.

Payment AFTER SoL expires renews SoL ONLY if, at time of payment, circumstances infer the debtor recognized obligation to pay. Partial payment on open account restarts SoL on purchases made within 3 years of payment date, if acknowledgment can be inferred, starts the statute anew as to the full obligation acknowledged, even if all of the charges were not made within the last three years. NC Continued...

Partial payment by one debtor does not renew the statute of limitations as against any a co-debtor unless that co-debtor agreed to, authorized or ratified the partial payment.

Partial payments DO NOT affect the ten-year limitation on enforcing or renewing judgments.

Bankruptcy, Death or Disability: Filing of a bankruptcy tolls the statute of limitations for the enforcement of contracts and judgments.

The death, minority, disability or incompetence of a debtor also tolls the limitation period until such time as a personal representative of the estate or a guardian of the incompetent or minor is appointed.

ND North Dakota Statutes of Limitation

Breach of contract for sale under the UCC: 4 years.

All other actions based on a contract, obligation or liability, express or implied: 6 years.

NOTE: A new written acknowledgement or promise or voluntary payment on a debt revives the statute of limitations for the debt.

Judgments: 10 years.

Up Ohio Statutes of Limitation

Written or oral account: 6 years, (O.R.C. §2305.07).

Written contract: 15 years, (O.R.C. §2305.06).

Oral contract: 6 years (O.R.C. §2305.07).

Note payable at a definite time: 6 years, (O.R.C. § 1303 .16(A)); (2)).

Demand note: 6 years after the date on which demand is made or 10 years if no demand is made and neither principal nor interest has been paid over that time (O.R.C. §1303.16(B)).

Dishonored check or draft: 3 years after dishonor, (O.R.C. §1303.16 (C)).

Up Oklahoma Statutes of Limitation

Written Contract: 5 Years, (O.S. § 95(1)).

Oral Contract: 3 Years, (O.S. § 95(2))

Attachments: 5 Years, (O.S. § 95(5))

Domestic Judgment: 5 Years, (O.S. § 95(5))

Foreign Judgment: 3 Years, (O.S. § 95(2))

Up Oregon Statutes of Limitation

Unlawful trade practices: 1 year, (ORS 646.638(5)).

NOTE: There is no statute of limitations for a cause of action brought as a counterclaim to an action by the seller. (ORS 646.638(6)).

Contract or liability: 6 years, (ORS 12.080)

Judgment: 10 years, (ORS 12.070).

Up Pennsylvania Statute of Limitations

Contracts: 4 years, (used to be six).

Contracts under seal: 20 years.

Sale of goods under UCC: 4 years.

Negotiable instruments: 6 years (13 PA C.S.A. .§3118).

Up Rhode Island Statutes of Limitation

Contracts and open accounts: 10 years (9-1-13(a)).

Breach of a sales agreement under the UCC: 4 years, (6A-2- 725(1)).

Contracts or liabilities under seal and judgments: 20 years, (9-1-17).

Hospital liens: 1 year from payment, (9-3-6).

Against insurer to enforce repairer's lien: 1 year from payment to insured, (9-3-11).

Support obligations of common law father: 6 years, (15-8-4).

Mechanic's lien: notice given is one year and one hundred twenty days, (34-28-10. 10).

Up South Carolina Statutes of Limitation

Breach of Contract: 3 years, (SCCLA 15-3-530).

NOTE: A partial payment or acknowledgment in writing tolls the SoL, (SCCLA 15-3-30).

Foreign or Domestic Judgments: 10 years, (SCCLA 15-3-600).

Up South Dakota Statutes of Limitation

Contract: 6 years, (SDCL 15-2-13).

Domestic Judgments: 20 Years, (SDCL 15-2-6).

Foreign Judgments: 10 Years, (SDCL 15-2-8).

Claims of Fraud: 6 Years, (SDCL 15-2-13).

Sealed Instrument: (except real estate): 20 Years, (SDCL 15-2-6).

Actions not otherwise provided for: 10 Years, (SDCL 15-2-8).

Open Accounts: 6 Years, (SDCL 15-2-13).

Sale of Goods: 4 Years, (SDCL57A-2-725).

Up Tennessee Statute of Limitation

Breach of contract: 6 years, (T. C.A. 28-3-109).

Open accounts: 6 Years, (T. C.A. 28-3-109).

Domestic or foreign judgments: 10 years, (T .C.A. 28-3-110).

Up Texas Statutes of Limitation

The Texas Civil Practice & Remedies Code provides a 4-year limitations period for types of debt. The SoL begins after the day the cause of action accrues, (Section 16.004 (a) (3)).

Up Utah Statutes of Limitation

Any signed, written contract, obligation or liability: 6 years.

Unwritten contract, obligation or liability: 4 years.

Open account for goods, wares, merchandise, and services rendered or for the price of any article charged on a store account: 4 years.

NOTE: A written acknowledgement signed by the debtor revives the SoL.

Judgment or decree of any court or State of the United States: 8 years.

Up Virginia Statutes of Limitation

Open account: 3 years from the last payment or last charge for goods or services rendered on the account.

Written contracts (non-UCC): 5 years.

Sale of goods under the UCC: 4 years.

Virginia Judgments: 10 years, and renewable (extended) to 20 years.

Foreign judgments: 10 years.

Up Vermont Statutes of Limitation

Contracts and goods on account: 6 years.

Witnessed promissory notes: 14 years

Up Washington Statutes of Limitation

Written contracts and accounts receivable: 6 years, (RCW 4.16.040).

Oral contract: 3 years (RCW 4.16.080).

Recovery of property and judgments: 10 years, (RCW 4.16.020).

Up **West Virginia Statutes of Limitation**

Unwritten and implied contracts: 5 years, (W. Va. Code 55-2-6 (1923)).

NOTE: If a debtor makes an acknowledgment by a new promise, or voluntarily makes a partial payment on a debt, under circumstances that warrant a clear inference that the debtor recognizes the whole debt, the statute of limitations is revived and begins to run from the date of the new promise, (W. Va. Code §55-2-8)

Breach of a sale of goods, lease of goods, negotiable instruments and secured transactions under the UCC, is found Article 46 of the West Virginia Code.

Up **Wisconsin Statutes of Limitation**

Contracts, professional services, or an open account based on a contract: 6 years.

NOTE: Payments made toward the obligation toll the statute and the time period will then run from the date of last payment or last charge by the debtor, whichever occurs later.

Up **Wyoming Statutes of Limitation**

Any contract, agreement or promise in writing: 10 years, (WS 1-3-105(a)(i)).

Unwritten contract, express or implied: 8 years, (WS 1-3-105(a)(ii)).

Recovery of personal property: 4 years, (WS 1-3-105 (a) (iv)).

Dishonor of draft (check): 3 years, (WS 34.1-3-118(c)).

Judgment: 21 years.

NOTE 1: Judgments cannot be revived after twenty-one years unless the party entitled to bring the action was a minor or subject to any other legal disability at the time the judgment became dormant, in this case action may be brought within 15 years after disability ceases, (WS 1-16-503).

NOTE 2: If no execution is issued within 5 years from date of judgment or last execution is issued, the judgment becomes dormant and ceases to operate as a lien on the estate of the debtor, (WS 1-17-307).

NOTE 3: A dormant judgment may be revived in the same manner as prescribed for reviving actions before judgment or by action, (WS 1-16-502).

Up Ontario Statutes of Limitation

Since most debt actions are based in contract: 6 years from the date the cause of action arose (date of last payment or written acknowledgment of the debt).

NOTE: If the contract provides that the law of another jurisdiction governs it, the limitation period of that jurisdiction will apply.

The post-judgment enforcement remedy of filing a writ of seizure and sale provides that the writ is valid for 6 years from the date it is issued, subject to renewal, which is the responsibility of the creditor. A discretionary procedure exists to renew an expired writ.

Actions on foreign judgments, including those from the United States, must be commenced within 20 years from the date of the foreign judgment. The merits of the defenses, if any, which were raised in the foreign debt action, are generally not available as defenses to the action on the judgment.

Up Virgin Islands Statutes of Limitation

Civil action under a contract or liability, express or implied: 3 years.

Instruments under seal, judgments or decree of any court of the United States or of any state, commonwealth or territory within the United States: 20 Years, (Title 5, Section 31, Virgin Islands Code).

Rich's Enterprises, Prattville Alabama
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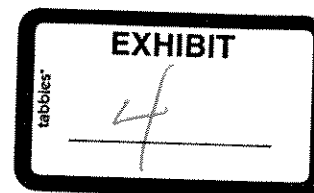
with authority, states them to be the views of NACA.

CITY OF MILWAUKEE

Form CA-43

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September 1, 2004

To the Honorable
Committee on Public Safety
City Hall, Room 205

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Assistant City Attorneys

Re: Common Council File No. 040176: A substitute ordinance relating to required security features for currency exchanges, payday loan agencies and title loan agencies

Dear Committee Members:

This letter will respond to your request for the opinion of this office as to the legality and enforceability of the above-referenced proposed ordinance (denoted as "Substitute 2"). We find this proposed ordinance to be problematic on two grounds:

(1) It implicates the issue of the scope and extent of the City's police powers, which have been delegated to it by the legislature, per Wis. Stat. § 62.11(5) and whether any provisions of the proposed ordinance exceed the limits of those police powers.

(2) It raises issues arising under the Equal Protection Clause, embodied in the Fourteenth Amendment of the U.S. Constitution and Article 1, § 1 of the Wisconsin Constitution, in that certain security measures may be mandated with respect to the categories of business within its scope that are not required of other businesses that are similar in nature or that implicate comparable security concerns.

We will first discuss these police-power and equal-protection issues generally, emphasizing the standards applicable to evaluation of the provisions of this proposed ordinance. We will then apply those standards to an evaluation of the legality and enforceability of each of the specific security measures mandated by the proposed

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ordinance. For your convenience, we attach a copy of a previous opinion of this office, dated May 7, 2003, concerning the application of the “public health, safety and welfare” special-use permit criterion contained in § 295-311-2-d-1, *Milwaukee Code of Ordinances* to the payday loan industry, to which we refer subsequently in this letter.

Legal Doctrines Affecting the Legality and Enforceability of the Proposed Ordinance

1. The Police Power and its Limits

The proposed ordinance consists of a series of regulatory measures aimed at three distinct, but somewhat related, lines of businesses: Currency exchanges, payday loan agencies and title loan agencies¹ (collectively, “quasi-financial institutions”). The City’s legal authority to regulate business practices in this fashion derives from its statutory police powers to act in furtherance of the public health, safety and welfare, as set forth in Wis. Stat. § 62.11(5). This provision states as follows:

(5) Powers. Except as elsewhere in the statutes specifically provided, the council shall have the management and control of the city property, finances, highways, navigable waters, and the public service, and shall have power to act for the government and good order of the city, for its commercial benefit, and for the health, safety, and welfare of the public, and may carry out its powers by license, regulation, suppression, borrowing of money, tax levy, appropriation, fine, imprisonment, confiscation, and other necessary or convenient means. The powers

¹ Although the proposed ordinance lumps these three types of businesses into one category, there are, in fact, significant distinctions among them. For example, payday loan agencies do not cash checks and require customers to be employed and to have a regular bank checking account – in contrast to currency exchanges, which do cash checks and which do not impose these requirements upon their customers. Title loan agencies make only secured loans upon vehicles or other collateral; payday loan agencies make only personal (unsecured) loans and currency exchanges generally do not engage in the lending business at all. While these distinctions do not necessarily render invalid the proposed ordinance’s approach of treating quasi-financial institutions as a single category, subject to a single regulatory regime, the Committee should be aware that the legality or enforceability of particular security measures as applied to specific “branches” of the quasi-financial industry may be affected by them.

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hereby conferred shall be in addition to all other grants, and shall be limited only by express language.

The extent of the City's discretion in the exercise of its police powers is broad, although not unlimited, and, in cases such as these, the requisite standards and analysis are well-established. It is a basic principle that ordinances enjoy a presumption of validity. *State ex rel. Grand Bazaar Liquors Inc. v. City of Milwaukee*, 105 Wis. 2d 203, 208-209, 313 N.W.2d 805, 808 (1982); *State ex rel. Hammermill Paper Company v. La Plante*, 58 Wis. 2d 32, 46, 205 N.W.2d 784, 792-793 (1973). The subject-matter of this proposed ordinance does not implicate any "fundamental rights" or "suspect classes," such as would require a particularly high standard of scrutiny. *Dog Federation of Wisconsin, Inc. v. City of South Milwaukee*, 178 Wis. 2d 353, 367, 504 N.W.2d 375, 381 (Ct. App. 1993); *New York City Friends of Ferrets v. City of New York*, 876 F. Supp. 529, 533, 534 (S.D.N.Y. 1995). Under such circumstances courts will employ the less-stringent "rational basis" standard of review to the constitutionality of this proposed ordinance. *Id.*, citing *Funk v. Wollin Silo and Equipment, Inc.*, 148 Wis. 2d 59, 69, 435 N.W.2d 244, 248 (1989).

This standard requires that courts uphold the constitutionality, legality, and enforceability of a municipal ordinance if the ordinance is "rationally related" to promotion of the public health, safety, morals or general welfare. *State ex rel. Grand Bazaar Liquors, Inc. v. City of Milwaukee, supra*, 105 Wis. 2d 203, 209, 211, 313 N.W.2d 805, 808, 810 (1982). Every presumption is exercised in favor of sustaining "police power" ordinances, and the burden of proof is on the party challenging the validity of such an ordinance: if there is any "reasonable basis for its enactment" the ordinance is sustained. *State ex rel. Baer v. City of Milwaukee*, 33 Wis. 2d 624, 630, 633-634, 148 N.W.2d 21, 24, 26 (1967). *State ex rel. Normal Hall, Inc. v. Gurda*, 234 Wis. 290, 299-300, 291 N.W. 350, 354-355 (1940). In *Thorp v. Town of Lebanon*, 235 Wis. 2d 610, 612 N.W.2d 59, 2000 WI 60 (2000), the Wisconsin Supreme Court reaffirmed the following mode of analysis to any constitutionally-based claim that the provisions of an ordinance lacks a "rational basis," stating as follows:

. . . [W]e note that the burden on a plaintiff to prove that an ordinance lacks a rational relationship to a valid governmental objective is difficult. The rational basis test has been characterized as creating a 'frequently

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insurmountable task' for the challenger of an ordinance to prove 'beyond a reasonable doubt that the ordinance possesses no rational basis to any legitimate municipal objective' *Grand Bazaar*, 105 Wis. 2d 209, 313 N.W.2d 805. Moreover, ordinances enjoy a presumption of validity, even when they are challenged on the basis of equal protection. *State v. Post*, 197 Wis. 2d 279, 301, 541 N.W.2d 115 (1995). An opponent of an ordinance must establish the ordinance's unconstitutionality beyond a reasonable doubt. *Id.*: *Kimec v. Town of Spider Lake*, 60 Wis. 2d 640, 651, 211 N.W.2d 471 (1973)" 235 Wis. 2d 610, 637, 612 N.W.2d 59, 74.

In formulating a proposed ordinance, care should be taken to assure the following: (a) that the means employed by the ordinance are "reasonable"; (b) that the means employed by the ordinance are "rationally related" to the attainment of its stated objectives; and (c) that the ordinance itself operates in a nondiscriminatory fashion. *State ex rel. Grand Bazaar Liquors, Inc. v. City of Milwaukee, supra*; *Clark Oil and Refining Corp. v. City of Tomah*, 30 Wis. 2d 547, 141 N.W.2d 299 (1966); *Froncek v. City of Milwaukee*, 269 Wis. 276, 281-282, 69 N.W.2d 242, 245-246 (1955). While the police-power "test" applicable to this proposed ordinance is not particularly stringent, it must still be met. "The rational-basis standard of review is 'not a toothless one.'" *State ex rel. Grand Bazaar Liquors, Inc. v. City of Milwaukee, supra*, 105 Wis.2d 203, 209, 313 N.W.2d 805, 809, citing *Schweiker v. Wilson*, 450 U.S. 221, 234, 101 S.Ct. 1074, 1082, 67 L.Ed.2d 186 (1981).

The ostensible aim of the security measures mandated by the proposed ordinance is to reduce the incidence of robberies, burglaries and other criminal activity occurring at quasi-financial institutions. This is certainly an objective directly related to enhancement of public safety and thus well within the parameters of the City's police powers. The difficulty is that the legislative record in this case is so sparse as to be essentially devoid of any content demonstrating the requisite "rational relationship" between the specific provisions of the proposed ordinance and the attainment of this objective. For example, the ordinance file contains a City map contending that 22 robberies occurred near "check cashing businesses" through July 14, 2004. This map raises more questions than it answers, including:

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- (1) Over what period of time prior to July 14, 2004 did the robberies occur?
- (2) Did these robberies occur “within [a] one quarter mile buffer area” of such businesses (as indicated by the title of the chart) or right at the site of the businesses, i.e. on the premises or against customers entering or leaving those premises (as indicated by the chart itself)?
- (3) Did these robberies occur at only check cashing/currency exchange outlets or did any occur at the other two legs of the quasi-financial tripod, payday loan agencies or title loan agencies – and, if so, how many?
- (4) How do the number of robberies at these locations over the relevant period of time compare with the incidence of similar crimes in or around other businesses that pose potential security risks (e.g. banks, jewelry stores, pawnbrokers, etc.)?
- (5) How would the specific measures enumerated in the proposed ordinance enhance security and forestall robberies and similar crimes in and around quasi-financial institution outlets? (Nothing in the ordinance file addresses this issue, not even the Police Chief’s letter of endorsement.)

We caution that regulatory measures may not be imposed against the quasi-financial industry due to opposition to its presence in the City or to its lending or other credit practices, including interest rates or collection methods. These are matters properly reserved for State regulation and that are in all likelihood pre-empted by State law. *See* our opinion of May 7, 2003 (attached).

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2. Equal Protection Considerations

The proposed ordinance may also be subject to challenge on equal-protection grounds because it targets quasi-financial institutions, but not (a) conventional financial institutions such as banks or credit unions; or (b) other types of retail business that operate on a cash basis and that carry potentially sizable amounts of cash on the premises. The issue here is whether a classification consisting of currency exchanges, payday loan agencies and title loan agencies for purposes of determining an appropriate array of security features associated with the usual conduct of business, will withstand scrutiny under the equal-protection clauses of the United States and Wisconsin Constitutions.²

The U.S. Supreme Court has stated that: "The Equal Protection Clause of the Fourteenth Amendment . . . is essentially a direction that all persons similarly situated should be treated alike." *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432, 439, 105 S.Ct. 3249, 3254, 87 L.Ed.2d 313 (1985), citing *Plyler v. Doe*, 457 U.S. 202, 216, 102 S.Ct. 2382, 2394, 72 L.Ed.2d 786 (1982); see also *McDonald v. Village of Winnetka*, 371 F.3d 992, 1008 (7th Cir. 2004); *DeSalle v. Wright*, 969 F.2d 273, 275 (7th Cir. 1992). "The Equal Protection Clause grants to all Americans 'the right to be free from invidious discrimination in statutory classifications and other governmental activity.'" *Nabozny v. Podlesny*, 92 F.3d 446, 453 (7th Cir. 1996); citing *Harris v. McRae*, 448 U.S. 297, 322, 100 S.Ct. 2671, 2691, 65 L.Ed.2d 784 (1980). The Wisconsin Supreme Court has stated that:

Traditionally, we have recognized two types of equal protection claims. The first involves intentional discrimination based on membership in a particular class or group. See, e.g., *State v. Chosa*, 108 Wis.2d 392, 395-97, 321 N.W.2d 280 (1982). The second involves challenges to legislation alleged to make irrational and arbitrary classifications. See, e.g., *State v. Post*, 197 Wis.2d 279, 541 N.W.2d 115 (1995).

² The equal-protection guarantees of the United States and Wisconsin Constitutions are identical. *Kenosha County v. C&S Management, Inc.* 223 Wis. 2d 3763, 393-394, 588 N.W.2d 236, 246-247 (1999); *In the Matter of Care and Maintenance of K.C. v. Department of Health & Social Services*, 142 Wis.2d 906, 915, 420 N.W.2d 37, 39 (1988)..

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Penterman v. Wisconsin Electric Power Company, 211 Wis.2d 483-484, 565 N.W.2d 521, 534 (1997).

An equal-protection challenge to the proposed ordinance seems to fit the second category more closely. In this respect it must be emphasized that police-power legislation is accorded a broad presumption of validity as against equal-protection challenges. The Seventh Circuit has gone so far as to state that a challenge to laws or policies alleged to make irrational distinctions “rarely succeeds nowadays.” *Esmail v. Macrane*, 53 F.3d 176, 178 (7th Cir. 1995). The U.S. Supreme Court described the obstacles facing such challenges as follows:

When local economic regulation is challenged solely as violating the Equal Protection Clause, this Court consistently defers to legislative determinations as to the desirability of particular statutory discriminations... Unless a classification trammels fundamental personal rights or is drawn upon inherently suspect distinctions such as race, religion, or alienage, our decisions presume the constitutionality of the statutory discriminations and require only that the classification challenged be rationally related to a legitimate state interest. States are accorded wide latitude in the regulation of their local economies under their police powers, and rational distinctions may be made with substantially less than mathematical exactitude.

427 U.S. at 303, 96 S.Ct. at 2516-2517; *see also Heller v. Doe*, 509 U.S. 312, 319-320, 113 S.Ct. 2637, 2642-2643, 125 L.Ed.2d 257 (1993); *Forseth v. Village of Sussex*, 199 F.3d 363, 371 (7th Cir. 2000); *Listle v. Milwaukee County*, 138 F.3d 1155, 1158-1159 (7th Cir., 1998); *Northwest Properties v. Outagamie County*, 223 Wis.2d 483, 490-491, 589 N.W.2d 683, 687 (Ct. App. 1998).

The classification drawn by the proposed ordinance, *i.e.*, that of quasi-financial institutions, is unrelated to any “fundamental personal right” and is not premised upon any “inherently suspect distinctions.” Thus, it is subject only to rational-basis review for equal-protection purposes. That is not a difficult standard to meet, and has been described by the U.S. Supreme Court as follows:

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Under rational-basis review, where a group possesses “distinguishing characteristics relevant to interests the State has the authority to implement,” a State’s decision to act on the basis of those differences does not give rise to a constitutional violation. . . . “Such a classification cannot run afoul of the Equal Protection Clause if there is a rational relationship between the disparity of treatment and some legitimate governmental purposes.” . . . Moreover, the State need not articulate its reasoning at the moment a particular decision is made. Rather, the burden is upon the challenging party to negative “any reasonably conceivable state of facts that could provide a rational basis for the classification.” . . .

(Citations omitted). *Board of Trustees of the University of Alabama v. Garrett*, 531 U.S. 356, 366-367, 121 S.Ct. 955, 963-964, 148 L.Ed.2d 866 (2001); *see also*, *Discovery House, Inc. v. Consolidated City of Indianapolis*, 319 F.3d 277, 282 (7th Cir. 2003); *Gusewelle v. City of Wood River*, --- F.3d ---, 2004 WL 1516710 at p. 9 (7th Cir. 7/8/2004); *In re Commitment of Dennis H.*, 2002 WI 104, 255 Wis.2d 359, 381-382, 647 N.W.2d 851, 861; *In the Matter of the Care and Maintenance of K.C. v. Department of Health & Social Services*, 142 Wis.2d 906, 916, 420 N.W.2d 37, 40 (1988).

If a proposed City ordinance directed at regulation of a particular business or industry avoids “invidious discrimination” and satisfies the foregoing rational-basis test, it should withstand a constitutional equal-protection challenge. Indeed, the City has already adopted operational standards governing one line of business. See, § 68-4.3, *Milwaukee Code of Ordinances* (convenience food stores). As noted, these are not particularly difficult standards, but they are ones that must be met. The problem under these circumstances is the virtual absence of any legislative record as to why this particular classification (i.e., quasi-financial institutions) was targeted for this particular array of required security features. In order to deal with any potential equal-protection challenge, we suggest that the legislative record underlying this proposed ordinance be enhanced with evidence and legislative findings substantiating the basis and rationale for the specific industry classification that it has selected. The current legislative record is insufficient for this purpose.

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In this respect, we have examined Federal regulations mandating the adoption of certain security measures by conventional financial institutions, including banks and thrift institutions.³ Congress has authorized "Federal supervisory agencies" to promulgate such regulations per 12 U.S.C. 1882(a), which states as follows:

§ 1882. Security measures

(a) Rules for installation, maintenance, and operation of security devices and procedures

Within six months from July 7, 1968, each Federal supervisory agency shall promulgate rules establishing minimum standards with which each bank or savings and loan association must comply with respect to the installation, maintenance, and operation of security devices and procedures, reasonable in cost, to discourage robberies, burglaries, and larcenies and to assist in the identification and apprehension of persons who commit such acts.

Federal regulations have divided conventional financial institutions into four categories for purposes of this statute: (a) national banks, 12 C.F.R. Part 21; (b) state banks that are Federal Reserve members, 12 C.F.R. Part 208; (c) FDIC-insured banks that are not Federal Reserve members, 12 C.F.R. Part 326; and (d) savings associations, a/k/a "thrifts," 12 C.F.R. Part 568. Institutions falling within any of these categories, however, are required to adopt essentially the same security measures:

- (1) Appointment of a "security officer" and development of a "security program" by the institution's board of directors for each location, which would include provisions for opening and closing procedures, identification of perpetrators of crimes against the institution, identification of currency handled by the institution, maintenance of a security video camera, and retention of actual or attempted robberies, burglaries, or larcenies.

³ The State of Wisconsin has chosen not to intervene in this area. There are no Wisconsin statutes or Administrative Code provisions mandating any form of security features for financial institutions.

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- (2) Initial and periodic training of employees in robbery prevention and proper conduct during and after robberies.
- (3) Maintenance of a vault, safe, or other "secure space" to protect cash and other liquid assets, as well as a lighting system to illuminate the area outside the vault (or equivalent) if it is visible from outside the banking officer area.
- (4) Installation of "tamper-resistant locks" on exterior doors and windows that may be opened.
- (5) Maintenance of an alarm system or equivalent "for promptly notifying the nearest responsible law-enforcement officers of an attempted or perpetrated robbery, burglary, or larceny.
- (6) Other security devices and measures deemed to be appropriate by the institution's designated "security officer" given that institution's security environment and cost considerations.

These regulations affecting the businesses most closely analogous to quasi-financial institutions are contained in 12 C.F.R. §§ 21.3, 208.61, 326.3, and 568.3, copies of which are attached to this opinion.

The Legality and Enforceability of the Specific Security Measures Included Within The Proposed Ordinance.

Given this background, we can now assess the status of each of the specific items comprising the array of mandated security features enumerated in the proposed ordinance.

1. Limits on advertising upon windows and glass entrance and exit doors. The proposed ordinance states that this is designed "to allow a reasonable level of vision into the premises from outside." This appears reasonable on its face as a crime deterrent. We are, however, concerned about disparate treatment of quasi-financial institutions, as compared with conventional financial institutions (which are not required to implement a measure of this type), convenience stores, or other businesses

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that may be prone to criminal activity and whose operations implicate security concerns, at least without further substantiation of the basis for this distinction.

2. Maintenance of a safe on the premises. We again believe that this is a reasonable crime deterrent. Federal regulations impose a similar requirement upon banks and savings associations. We also note that a comparable on-premises safe requirement has been imposed upon convenience food stores (§ 68-4.3-2-c., *Milwaukee Code of Ordinances*).

3. Provision of lighting for the parking area. We are skeptical of the “rational basis” for this measure, which is not required of any other business. We also note the practical difficulty of applying this requirement in those (frequent) situations where quasi-financial institutions share a common parking area with other businesses in a strip mall or other retail cluster.

4. Installation and maintenance of on-premises security cameras. Generally, this is a reasonable crime-deterrent measure, and one imposed by Federal regulation upon banks and savings associations. We would inquire as to the basis for the particular requirements in this proposed ordinance as contrasted to parallel (but different and somewhat less stringent) security-camera requirements imposed upon convenience food stores, § 68-4.3-2-e., *Milwaukee Code of Ordinances*.

5. Glass/transparent entrance and exit doors. This requirement is very similar to item #1, above, and we take the same position as we have expressed in that case.

6. Location of customer service area. This requirement is most likely within the reasonable scope of the City’s police powers as a crime deterrent, although it does impinge more directly upon the conduct of the day-to-day business of a quasi-financial institution than is the case with store-design measures such as those presented in items ## 1 and 5, above. A parallel requirement has been imposed upon convenience food stores. § 68-4.3-2-a., *Milwaukee Code of Ordinances*. Again, banks and savings associations do not face similar requirements (unless it becomes part of an individual institution’s own “security program”), and we are concerned that the legislative record contains no exposition of the basis for this distinction.

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7. Perimeter and panic alarms. This is certainly a reasonable and effective crime deterrent. Convenience food stores are not subject to any such requirement by City ordinance, but banks, savings associations, and other conventional financial institutions are, which bolsters the conclusion that this requirement would likely pass muster as to legality and enforceability.
8. Requirement of two on-duty employees. This requirement applies, under the proposed ordinance, whenever a quasi-financial institution is open for business and for 15 minutes before opening and after closing. This is a very costly and restrictive mandate not imposed by the City upon any other business or industry, or applicable to other types of financial institutions (by Federal regulation) or to other cash businesses. There is also no clear relationship between this requirement and deterrence of criminal activity on or around the premises of quasi-financial institutions or (for that matter) any other discernible rational basis for it. As such, we believe that this item is both beyond the legitimate scope of the City's police powers and vulnerable to challenge on equal-protection grounds and is thus neither legal nor enforceable.
9. Requirement of an armored courier pickup for cash transfers of over \$5,000. Our opinion on this item is identical to our opinion with respect to item #8, above. This is an extremely costly mandate, and one not imposed by City ordinance on any other type of business, including businesses such as jewelers, pawnbrokers, and other retailers that regularly deal in large amounts of cash or by Federal regulations upon conventional financial institutions.
10. Maintenance by quasi-financial institutions of lists of employee names, home addresses, and home telephone numbers. Our opinion as to this item is identical to that expressed with respect to items ## 8 and 9, above. This requirement additionally would endanger the personal safety of employees if lists fell into the wrong hands.
11. Mandatory robbery-prevention training. We believe that this requirement is directly related to deterrence of crime and is thus a legitimate objective of the City's police powers. Federal regulations require a variant of this requirement to be incorporated into the "security program" of each regulated conventional financial institution. We are concerned, however, that the City does not require managers or employees of any other line of business or industry (including other types of financial

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institutions or cash-based retail outlets) to obtain such training and believe that this disparity implicates potential equal-protection concerns.

We reiterate that the most serious problem affecting the status of this proposed ordinance is the virtual lack of a legislative record in the ordinance file. In our opinion, many of the questions that we have raised might be sufficiently resolved by augmentation of that record with additional evidence and appropriate legislative findings. Please contact this office if you have any additional questions as to the legality or enforceability of this proposed ordinance. We will be pleased to consult with you on any further development of its provisions.

Very truly yours,

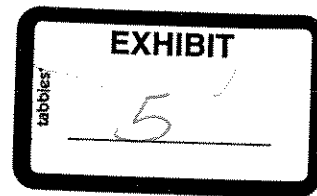


GRANT F. LANGLEY
City Attorney



STUART S. MUKAMAL
Assistant City Attorney

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1033-2004-2091:83349



..Number
040176
..Version
SUBSTITUTE 2
..Reference

..Sponsor
ALD. DAVIS

..Title

A substitute ordinance relating to required security features for currency exchanges, payday loan agencies and title loan agencies.

..Sections

105-76 cr

..Analysis

This ordinance provides that "convenient cash" businesses (currency exchanges, payday loan agencies and car title loan agencies) shall:

- a. Limit advertising on windows and glass entrance and exit doors to allow a reasonable level of vision into the premises from outside.
- b. Maintain a safe on the premises.
- c. Provide lighting for the business's parking area during all hours of darkness when employes or customers are on the premises.
- d. Install, maintain in proper working order and operate, during all hours the establishment is open for business, at least 2 security cameras which can produce retrievable images that can be provided to the police department within 12 hours of request.
- e. Have customer entrance and exit doors that are made of glass or other transparent material.
- f. Locate the customer service area (counter and registers) in such a manner that at the time of any business transaction, the employe and the customer are both visible from the sidewalk outside the establishment, provided such location can be accomplished without incurring additional cost that would not otherwise be ordinarily incurred.
- g. Employ a fully operational system of alarms along the building perimeter, as well as panic alarms behind the customer service counter inside the establishment.
- h. Have at least 2 representatives of the business on duty at all times within 15 minutes before and after the time the business opens, and within 15 minutes before and after the time the business closes.
- i. Have all deliveries of cash to the business and pick-ups of cash from the establishment accomplished using an armored courier service whenever the amount of cash being transferred exceeds \$5,000.
- j. Maintain a list of the names, home addresses and home telephone numbers of all current employes of the establishment.

In addition, this ordinance requires that all managers and employes of convenient cash businesses complete, within 120 days of employment, a training course in robbery prevention provided by the police department.

..Body

Whereas, In recent years, the number of licensed "convenient cash" businesses (i.e., check-cashing businesses, payday loan agencies and car title loan agencies) in the city of Milwaukee has grown dramatically; and

Whereas, While these businesses are licensed and regulated by the State of Wisconsin (ss. 138.09 and 218.05, Wis. Stats.), state regulations do not specify measures that licensed "convenient cash" businesses are required to take to ensure the safety and security of their customers and employees; and

Whereas, "Convenient cash" businesses have been the locations of several violent crimes in the city of Milwaukee, including two incidents in November, 2003, that left one person dead and two others wounded; and

Whereas, "Convenient cash" businesses typically require customers to disclose personal and financial information orally in store lobbies where other customers can overhear that information, thereby putting the privacy and safety of customers at risk; and

Whereas, "Convenient cash" businesses typically require customers to complete transactions while standing unprotected at counters; and

Whereas, The Milwaukee Common Council finds that there is a great and urgent need to enact legislation that will increase the safety and security of customers and employees of "convenient cash" businesses; now, therefore

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 105-76 of the code is created to read:

105-76. Convenient Cash Businesses; Security Measures. 1. DEFINITION. In this section:

a. "Convenient cash business" means any of the following:

a-1. Currency exchange, meaning, in accordance with s. 218.05, Wis. Stats., any person except banks incorporated under the laws of this state and national banks organized pursuant to the laws of the United States and any credit union operating under ch. 186, Wis. Stats., which obtains a certificate of authority from the Wisconsin commissioner of credit unions, engaged in the business of and providing facilities for cashing checks, drafts, money orders and all other evidences of money acceptable to such community currency exchange for a fee, service charge or other consideration. This term does not include any person engaged in the business of transporting for hire, bullion, currency, securities, negotiable or nonnegotiable documents, jewels or other property of great monetary value nor any person engaged in the business of selling tangible personal property at retail nor any person licensed to practice a profession or licensed to engage in any business in this state, who in the course of such business or profession and, as an incident thereto, cashes checks, drafts, money orders or other evidences of money.

a-2. Title loan agency, meaning an establishment providing loans to individuals in exchange for receiving titles to the borrowers' motor vehicles as collateral.

a-3. Payday loan agency, meaning an establishment providing loans to individuals in exchange for personal checks as collateral.

b. "Person" means an individual, firm, partnership, association, corporation or any other business entity.

2. REGULATIONS. All convenient cash businesses shall:

- a. Limit advertising on windows and on glass entrance and exit doors to allow a reasonable level of vision into the premises from outside.
- b. Maintain one of the following on the premises:
 - b-1. A safe that was in use at the convenient cash business on the effective date of this ordinance [city clerk to insert date].
 - b-2. A drop safe or time-release safe that weighs at least 500 pounds or which is attached to or set into the floor in a manner approved by the police department.
- c. Provide lighting for the business's parking area during all hours of darkness when employees or customers are on the premises at a minimum of 2 foot-candles per square foot, unless the business is not open after sunset or before sunrise.
- d. Install, maintain in proper working order and operate, during all hours the establishment is open for business, at least 2 security cameras which can produce retrievable images. These images shall be made available to the police department within 12 hours of request. Recorded images shall be kept for a minimum of 72 hours.
- e. Have customer entrance and exit doors that are made of glass or other transparent material, except that a business that does not have such doors on the effective date of this ordinance [city clerk to insert date] shall have until the date that is 90 days after the effective date of this ordinance [city clerk to insert date] to install doors of this type.
- f. Locate the customer service area (counter and registers) in such a manner that at the time of any business transaction, the employe and the customer are both visible from the sidewalk outside the establishment, provided such location can be accomplished without incurring additional cost that would not otherwise be ordinarily incurred. If there is no sidewalk, the customer service area (counter and registers) shall be located so that at the time of a business transaction, a person directly outside the convenient cash business has an unobstructed view of the employe and customer, if such location can be accomplished without incurring additional cost that would not otherwise be ordinarily incurred.
- g. Employ a fully operational system of alarms along the building perimeter, as well as panic alarms behind the customer service counter inside the establishment.
- h. Have at least 2 representatives of the business on duty at all times within 15 minutes before and after the time the business opens, and within 15 minutes before and after the time the business closes.
- i. Have all deliveries of cash to the business and pick-ups of cash from the establishment accomplished using an armored courier service whenever the amount of cash being transferred exceeds \$5,000.
- j. Maintain a list of the names, home addresses and home telephone numbers of all current employes of the establishment. This list shall be made available to the police department within 60 minutes of request.

3. ROBBERY PREVENTION TRAINING. Managers and employes of convenient cash businesses shall be required to complete, within 120 days of employment, a training course in robbery prevention provided by the police department.

4. ENFORCEMENT; PENALTY. The police department shall enforce the provisions of this section. Any person convicted of violating any provision of this section shall, upon conviction, be subject to a forfeiture of not less than \$100 nor more than \$500, plus the costs of prosecution, and in default of payment thereof, shall be imprisoned in the county jail or house of correction for not more than 20 days.

..LRB

APPROVED AS TO FORM

Barry Zalben

Legislative Reference Bureau

Date: 7/15/04

..Attorney

IT IS OUR OPINION THAT THE ORDINANCE
IS LEGAL AND ENFORCEABLE

Office of the City Attorney

Date: _____

..Requestor

..Drafter

LRB04175-3

JDO

07/15/04

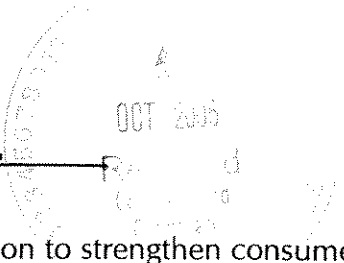


Teal

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By Supervisors Devine and Broderick + *Johnson*

FILE NO. 05-492



1.

A RESOLUTION

urging the State Legislature and Governor to adopt legislation to strengthen consumer protections related to payday loan stores

WHEREAS, throughout the country, payday loans make up the newest and fastest growing form of short-term lending, as the number of payday loan stores in Wisconsin has increased from 64 in 1996 to 393 at the end of 2004 and to 440 on September 15, 2005; and

WHEREAS, in 2004, the average payday loan was \$337, an increase of almost 35% from the 1999 amount of \$251; and

WHEREAS, payday loan stores typically charge approximately \$20 for every \$100 borrowed, which can often result in an interest rate of 400 percent or more; and

WHEREAS, payday loan store customers typically write a post-dated check to the lender for the amount of the loan plus a fee which, for an additional charge, can be "rolled over" at a later date to extend the repayment date; and

WHEREAS, according to the Wisconsin Department of Financial Institutions, the average net income of payday borrowers is less than \$19,000 and almost half of original payday loans are refinanced or rolled over; and

WHEREAS, the Wisconsin Legislature passed a bill in 2004 relating to consumer or payday loans which was subsequently vetoed by the Governor because the "legislation doesn't go far enough" to protect consumers; and

WHEREAS, stronger consumer safeguards relating to payday loan stores, such as many other states already have, will benefit Milwaukee County residents who use payday loan store services; now, therefore

BE IT RESOLVED, that the Milwaukee County Board of Supervisors supports the passage of comprehensive State legislation to better regulate payday loan stores and strengthen consumer safeguards that includes, but is not limited to, (1) a cap on the rate of interest that may be charged, (2) clearer disclosures by payday loan stores to consumers on loan terms and rights, and (3) mechanisms to track payday loans so that limits on the number of consecutive transactions or "rollovers" can be enforced; and

43 BE IT FURTHER RESOLVED, that the Director, Intergovernmental Relations is
44 authorized and directed to communicate Milwaukee County's support to the Legislature
45 and Governor for legislation that strengthens consumer protections related to the use of
46 payday loan stores.

47
48 SJC:\Resolutions\devine payday loan stores.doc

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 09/28/05

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution urging the State Legislature and Governor to adopt legislation to strengthen consumer protections related to the use of payday loan stores

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

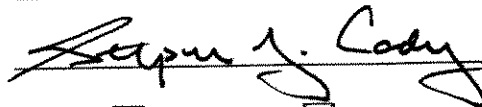
In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this resolution will express Milwaukee County's support for the passage of State legislation to better regulate and strengthen consumer protections related to payday loan stores. Approval of this resolution does not obligate the expenditure of any County funds. It does require, however, the expenditure of Intergovernmental Relations staff time to communicate the County's position to State officials.

Department/Prepared By Steve Cady, Fiscal and Budget Analyst, County Board

Authorized Signature



Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.